

REFINITIV

# DELTA REPORT

## 10-Q

DT - DYNATRACE, INC.

10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 3116

■ CHANGES 273

■ DELETIONS 1542

■ ADDITIONS 1301

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

**FORM 10-Q**

(Mark One)

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

For the quarterly period ended **June 30, 2024** **September 30, 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 as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	47-2386428 (I.R.S. Employer Identification No.)
1601 Trapelo Road, Suite 116 Waltham, Massachusetts (Address of principal executive offices)	02451 (Zip Code)
Registrant's telephone number, including area code: (781) 530-1000	
N/A (Former name, former address and former fiscal year, if changed since last report)	

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 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, a 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The Registrant had 297,905,424 298,484,021 shares of common stock outstanding as of August 5, 2024 November 5, 2024.

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### SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q ("Quarterly 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;
- 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 Quarterly 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 Part II, Item 1A. entitled "Risk Factors" in this Quarterly Report, and in our other SEC filings. We assume no obligation to update any forward-looking statements contained in this Quarterly Report as a result of new information, future events or otherwise.

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### 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 Part II, Item 1A. entitled "Risk Factors" in this Quarterly 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, 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.

## PART I - FINANCIAL INFORMATION

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PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

	June 30, 2024	March 31, 2024
	September 30, 2024	March 31, 2024
(unaudited)		
<b>Assets</b>		
<b>Assets</b>		
<b>Assets</b>		
Current assets:		
Current assets:		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Short-term investments		
Accounts receivable, net		
Deferred commissions, current		
Prepaid expenses and other current assets		
Total current assets		
Long-term investments		
Property and equipment, net		
Operating lease right-of-use assets, net		
Goodwill		
Intangible assets, net		
Deferred tax assets, net		
Deferred commissions, non-current		
Other assets		
<b>Total assets</b>		
<b>Liabilities and shareholders' equity</b>		
<b>Liabilities and shareholders' equity</b>		
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Current liabilities:		
Current liabilities:		
Accounts payable		
Accounts payable		
Accounts payable		
Accrued expenses, current		
Deferred revenue, current		
Deferred revenue, current		

Deferred revenue, current		
Operating lease liabilities, current		
Total current liabilities		
Deferred revenue, non-current		
Accrued expenses, non-current		
Operating lease liabilities, non-current		
Deferred tax liabilities		
Total liabilities		
Total liabilities		
Total liabilities		
Commitments and contingencies (Note 10)	Commitments and contingencies (Note 10)	Commitments and contingencies (Note 10)
Shareholders' equity:		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,215,657 and 296,962,547 shares issued and outstanding at June 30, 2024 and March 31, 2024, respectively		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,215,657 and 296,962,547 shares issued and outstanding at June 30, 2024 and March 31, 2024, respectively		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,215,657 and 296,962,547 shares issued and outstanding at June 30, 2024 and March 31, 2024, respectively		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,519,163 and 296,962,547 shares issued and outstanding at September 30, 2024 and March 31, 2024, respectively		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,519,163 and 296,962,547 shares issued and outstanding at September 30, 2024 and March 31, 2024, respectively		
Common shares, \$0.001 par value, 600,000,000 shares authorized, 298,519,163 and 296,962,547 shares issued and outstanding at September 30, 2024 and March 31, 2024, respectively		
Additional paid-in capital		
Accumulated deficit		
Accumulated other comprehensive loss		
Total shareholders' equity		
<b>Total liabilities and shareholders' equity</b>		

The accompanying notes are an integral part of these condensed consolidated financial statements.

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

	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended September 30,	Six Months Ended September 30,
	2024	2024	2023	2024	2023
Revenue:					
Revenue:					
Revenue:					
Subscription					
Subscription					
Subscription					
Service					
Service					

Service
Total revenue
Total revenue
Total revenue
Cost of revenue:
Cost of revenue:
Cost of revenue:
Cost of subscription
Cost of subscription
Cost of subscription
Cost of service
Cost of service
Cost of service
Amortization of acquired technology
Amortization of acquired technology
Amortization of acquired technology
Total cost of revenue
Total cost of revenue
Total cost of revenue
Gross profit
Gross profit
Gross profit
Operating expenses:
Operating expenses:
Operating expenses:
Research and development
Research and development
Research and development
Sales and marketing
Sales and marketing
Sales and marketing
General and administrative
General and administrative
General and administrative
Amortization of other intangibles
Amortization of other intangibles
Amortization of other intangibles
Total operating expenses
Total operating expenses
Total operating expenses
Income from operations
Income from operations
Income from operations
Interest income, net
Interest income, net
Interest income, net
Other (expense) income, net
Other (expense) income, net
Other (expense) income, net
Income before income taxes
Income before income taxes

Other expense, net
Income before income taxes
Income tax expense
Income tax expense
Income tax expense
Net income
Net income
Net income
Net income per share:
Net income per share:
Net income per share:
Basic
Basic
Basic
Diluted
Diluted
Diluted
Weighted average shares outstanding:
Weighted average shares outstanding:
Weighted average shares outstanding:
Basic
Basic
Basic
Diluted
Diluted
Diluted

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DYNATRACE, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Unaudited - In thousands)

	2024	2024	2023	2024	2023
	2024	2024	2023	2024	2023
		Three Months Ended June 30,		Three Months Ended September 30,	Six Months Ended September 30,
		Three Months Ended June 30,			
		Three Months Ended June 30,			
		Three Months Ended June 30,			
		2024			
		2024			
Net income					
Net income					
Net income					
Other comprehensive loss					
Other comprehensive loss					
Other comprehensive loss					
Foreign currency translation adjustment					
Foreign currency translation adjustment					
Foreign currency translation adjustment					
Unrealized losses on available-for-sale investments, net of taxes					
Unrealized losses on available-for-sale investments, net of taxes					

Unrealized losses on available-for-sale investments, net of taxes
Total other comprehensive loss
Total other comprehensive loss
Unrealized gains on available-for-sale investments, net of taxes
Total other comprehensive loss
Comprehensive income
Comprehensive income
Comprehensive income

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DYNATRACE, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(Unaudited - In thousands)

	Three Months Ended June 30, 2024					Three Months Ended September 30, 2024					
	Common Shares	Common Shares	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Shareholders' Equity	Common Shares	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Shareholders' Equity
Balance, March 31, 2024											
Balance, June 30, 2024											
Other comprehensive loss											
Restricted stock units vested											
Issuance of common stock related to employee stock purchase plan											
Issuance of common stock related to employee stock purchase plan											
Issuance of common stock related to employee stock purchase plan											
Exercise of stock options											
Exercise of stock options											



Exercise of stock options
Exercise of stock options
Share-based compensation
Net income
Net income
Net income
Balance, June 30, 2023
Balance, September 30, 2023

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DYNATRACE, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(Unaudited - In thousands)

Six Months Ended September 30, 2024						
	Common Shares		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Shareholders' Equity
	Shares	Amount				
Balance, March 31, 2024	296,963	\$ 297	\$ 2,249,349	\$ (198,757)	\$ (35,399)	\$ 2,015,490
Other comprehensive loss	—	—	—	—	(611)	(611)
Restricted stock units vested	3,075	3	(3)	—	—	—
Issuance of common stock related to employee stock purchase plan	262	—	10,389	—	—	10,389
Exercise of stock options	399	1	8,772	—	—	8,773
Share-based compensation	—	—	129,360	—	—	129,360
Shares withheld for employee taxes	(252)	—	(11,966)	—	—	(11,966)
Repurchases of common stock	(1,928)	(2)	(90,105)	—	—	(90,107)
Net income	—	—	—	82,628	—	82,628
Balance, September 30, 2024	298,519	\$ 299	\$ 2,295,796	\$ (116,129)	\$ (36,010)	\$ 2,143,956

Six Months Ended September 30, 2023						
	Common Shares		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Shareholders' Equity
	Shares	Amount				
Balance, March 31, 2023	290,411	\$ 290	\$ 1,989,797	\$ (353,389)	\$ (31,829)	\$ 1,604,869
Other comprehensive loss	—	—	—	—	(1,891)	(1,891)
Restricted stock units vested	2,780	3	(3)	—	—	—
Issuance of common stock related to employee stock purchase plan	313	—	9,584	—	—	9,584
Exercise of stock options	790	1	16,618	—	—	16,619

Share-based compensation	—	—	98,476	—	—	98,476
Net income	—	—	—	73,997	—	73,997
Balance, September 30, 2023	294,294	\$ 294	\$ 2,114,472	\$ (279,392)	\$ (33,720)	\$ 1,801,654

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DYNATRACE, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited – In thousands)

	Three Months Ended June 30,			Six Months Ended September 30,	
	2024	2024	2023	2024	2023
<b>Cash flows from operating activities:</b>					
Net income					
Net income					
Net income					
Adjustments to reconcile net income to cash provided by operations:					
Depreciation					
Depreciation					
Depreciation					
Amortization					
Share-based compensation					
Deferred income taxes					
Other					
Other					
Other					
Net change in operating assets and liabilities:					
Accounts receivable					
Accounts receivable					
Accounts receivable					
Deferred commissions					
Prepaid expenses and other assets					
Accounts payable and accrued expenses					
Operating leases, net					
Deferred revenue					
Net cash provided by operating activities					
<b>Cash flows from investing activities:</b>					
<b>Cash flows from investing activities:</b>					
<b>Cash flows from investing activities:</b>					
Purchase of property and equipment					
Purchase of property and equipment					
Purchase of property and equipment					
Acquisition of a business, net of cash acquired					
Acquisition of a business, net of cash acquired					
Acquisition of a business, net of cash acquired					
Purchases of investments					
Proceeds from sales and maturities of investments					
Net cash used in investing activities					
<b>Cash flows from financing activities:</b>					
<b>Cash flows from financing activities:</b>					
<b>Cash flows from financing activities:</b>					
Payments of deferred consideration related to capitalized software additions					

Payments of deferred consideration related to capitalized software additions  
 Payments of deferred consideration related to capitalized software additions  
 Proceeds from employee stock purchase plan  
 Proceeds from exercise of stock options  
 Repurchases of common stock  
 Taxes paid related to net share settlement of equity awards  
 Net cash (used in) provided by 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  
 Net increase in cash and cash equivalents  
 Net increase in cash and cash equivalents  
 Net increase in cash and cash equivalents  
 Cash and cash equivalents, beginning of period  
 Cash and cash equivalents, beginning of period  
 Cash and cash equivalents, beginning of period  
 Cash and cash equivalents, end of period

**Supplemental cash flow data:**

**Supplemental cash flow data:**

**Supplemental cash flow data:**

Cash paid for interest  
 Cash paid for interest  
 Cash paid for interest  
 Cash paid for tax, net

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DYNATRACE, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. Description of the Business**

**Business**

Dynatrace, Inc. ("Dynatrace", or the "Company") offers the only end-to-end platform that combines broad and deep observability and continuous runtime application security with advanced Davis® hypermodal artificial intelligence ("AI") for IT operations to provide answers and intelligent automation from data at 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 experiences.

**Fiscal year**

The Company's fiscal year ends on March 31. References to fiscal 2025, for example, refer to the fiscal year ending March 31, 2025.

**2. Significant Accounting Policies**

**Basis of presentation and consolidation**

The condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial reporting. All intercompany balances and transactions have been eliminated in the accompanying condensed consolidated financial statements.

**Unaudited interim consolidated financial information**

The accompanying interim condensed consolidated balance sheet as of June 30, 2024 September 30, 2024 and the interim condensed consolidated statements of operations, statements of comprehensive income, and statements of shareholders' equity for the three and statement six months ended September 30, 2024 and 2023, statements of cash flows for the three six months ended June 30, 2024 September 30, 2024 and 2023, and the related disclosures are unaudited. In management's opinion, the unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all normal and recurring

adjustments necessary for the fair presentation of the Company's financial position as of **June 30, 2024 and September 30, 2024**, its results of operations **for the three and six months ended September 30, 2024 and 2023**, and its cash flows for the **three** six months ended **June 30, 2024** September 30, 2024 and 2023 are in accordance with U.S. GAAP. The results for the three **and six** months ended **June 30, 2024** September 30, 2024 are not necessarily indicative of the results to be expected for the full fiscal year or any other interim period.

These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2024 (the "Annual Report").

**Use of estimates**

The preparation of unaudited condensed consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect amounts reported in the condensed consolidated financial statements and accompanying notes. Management evaluates such estimates and assumptions for continued reasonableness. In particular, the Company makes estimates with respect to the 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 assets acquired and 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. Management bases these estimates on historical experiences and on various other assumptions that the Company believes are reasonable. Actual results could differ from those estimates.

**Significant accounting policies**

The Company's significant accounting policies are discussed in Note 2, Significant Accounting Policies, to the audited consolidated financial statements in the Company's Annual Report. There have been no changes to the Company's significant accounting policies described in the Company's Annual Report that have had a material impact on its condensed consolidated financial statements and related notes.

**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 annual periods beginning fiscal 2025 and interim periods beginning in the first quarter of fiscal 2026. The Company is currently evaluating the impact ASU 2023-07 will have on its financial statement 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 annual periods beginning after December 15, 2024, which will be the Company's fiscal 2026. The Company is currently evaluating the impact of ASU 2023-09 on its financial statement 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):

	Three Months Ended June 30,			Three Months Ended June 30,			Three Months Ended June 30,			Three Months Ended September 30,			Six Months Ended September 30,		
	2024			2024			2024			2024			2023		
	Amount	Amount	%	Amount	Amount	%	Amount	Amount	%	Amount	Amount	%	Amount	Amount	%
North America															
North America															
North America	North America	\$253,259	61	61 %	\$208,968	59	59 %	\$ 493,695	60	60 %	\$407,505	59	59 %		
Europe, Middle East and Africa	Europe, Middle East and Africa	102,135	24	24 %	87,764	25	25 %	200,126	25	25 %	170,913	25	25 %		
Europe, Middle East and Africa															
Europe, Middle East and Africa															

Asia Pacific														
Asia Pacific	Asia Pacific	37,654	9	9 %	31,189	9	9 %	73,927	9	9 %	60,997	9	9 %	
Latin America	Latin America	25,081	6	6 %	23,779	7	7 %	49,601	6	6 %	45,171	7	7 %	
Latin America														
Latin America														
Total revenue														
Total revenue														
Total revenue														

The For the three and six months ended September 30, 2024 and 2023, the United States was the only country that represented more than 10% of the Company's revenue, constituting \$227.9 million \$240.2 million and 57% and \$188.0 million \$197.8 million and 56% of total revenue during the three months ended June 30, 2024 September 30, 2024 and 2023, respectively, and \$468.1 million and 57% and \$385.8 million and 56% of total revenue during the six months ended September 30, 2024 and 2023, respectively.

Revenue recognized during the three months ended June 30, 2024 September 30, 2024 and 2023, which was included in the deferred revenue balance at the beginning of each respective period, was \$358.3 \$369.1 million and \$297.3 million \$305.4 million, respectively. Revenue recognized during the six months ended September 30, 2024 and 2023, which was included in the deferred revenue balance at the beginning of each respective period, was \$659.0 million and \$532.9 million, respectively.

#### Remaining performance obligations

As of June 30, 2024 September 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was \$2,322.9 million \$2,398.8 million, which consists of both billed consideration in the amount of \$914.3 million \$861.0 million and unbilled consideration in the amount of \$1,408.6 million \$1,537.7 million that the Company expects to recognize as subscription and service revenue. The Company expects to recognize 55% of the total remaining performance obligations as revenue over the next 12 months and the remainder thereafter.

#### Contract assets

As of June 30, 2024 September 30, 2024 and March 31, 2024, contract assets of \$5.1 million \$4.1 million and \$5.2 million, respectively, are were included in accounts receivable, net, on the Company's condensed 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.

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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. The Company acquired \$6.0 million of net assets, including \$7.8 million of intangible assets, resulting in goodwill of \$27.4 million. The preliminary fair value of certain acquired assets and assumed liabilities are subject to subsequent adjustment as additional information is obtained to finalize certain components of working capital and deferred income taxes. was finalized during the three months ended September 30, 2024.

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 is classified as capitalized software on the condensed consolidated balance sheet. approach. The estimated useful life of the developed technology is seven years. The acquired goodwill and intangible asset were not deductible for tax purposes.

##### 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 are being held by the Company to satisfy indemnification obligations and post-closing purchase price adjustments payable within 15 months after the acquisition date. During the three six months ended June 30, 2024, September 30, 2024 the Company paid \$0.1 million for the a post-closing purchase price adjustment.

In connection with the acquisition of Runecast, per the purchase agreement, \$9.0 million of restricted stock awards ("RSAs") will be issued to the previous owners subject to continuing employment and certain indemnification clauses. The RSAs are considered For the three and six months ended September 30, 2024, the Company recognized \$0.9 million and \$1.8 million of share-based compensation expense and \$0.9 million was recognized in for the three months ended June 30, 2024, RSAs, respectively.

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. The Company acquired \$3.2 million of net assets, including \$7.5 million of intangible assets, resulting in goodwill of \$25.2 million. 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.

## 5. Investments and Fair Value Measurements

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

	June 30, 2024				September 30, 2024				
	Amortized Cost	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. treasury securities									
Corporate debt securities									
Commercial paper									
Corporate debt securities									
U.S. government agency securities									
Total									

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

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

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 intend to sell these investments nor is it more likely than not that the Company would be required to sell the security before its anticipated maturity. Based on the evaluation of available evidence, the Company does not believe any unrealized losses on its investments represent credit losses as of September 30, 2024 and March 31, 2024.

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

	June 30, 2024		March 31, 2024	
	September 30, 2024	March 31, 2024	September 30, 2024	March 31, 2024
Due within one year				
Due in one year through five years				
Total				

Effective January 1, 2024, the Company offers a non-qualified deferred compensation plan to eligible U.S. employees. The Company holds \$0.2 held \$0.4 million and \$0.1 million of mutual funds that are associated with this plan and are were classified as restricted trading securities as of June 30, 2024 September 30, 2024 and March 31, 2024, respectively. These securities are not included in the tables above but are included as investments in the condensed 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 June 30, 2024 September 30, 2024 and 2023, March 31, 2024, and indicate the fair value hierarchy of the valuation inputs utilized to determine such fair value (in thousands):

	June 30, 2024					September 30, 2024				
	Level 1	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total	

Cash equivalents:
Money market funds
Money market funds
Money market funds
U.S. treasury securities
Commercial paper
Investments:
Investments:
Investments:
Mutual funds
Mutual funds
Mutual funds
U.S. treasury securities
Corporate debt securities
Commercial paper
Corporate debt securities
U.S. agency securities
Total financial assets

	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

The Company recorded interest income from its cash, cash equivalents, and investments of \$12.9 million \$13.2 million and \$7.5 million \$9.0 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively, and \$26.2 million and \$16.5 million for the six months ended September 30, 2024 and 2023, respectively.

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## 6. Goodwill and Other Intangible Assets, Net

Changes in the carrying amount of goodwill for the three six months ended June 30, 2024 September 30, 2024 consists of the following (in thousands):

	June 30, 2024	September 30, 2024
Balance, beginning of period	\$ 1,335,494	
Foreign currency impact		(540) 1,711
Balance, end of period	\$ 1,334,954	1,337,205

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

	Weighted Average Useful Life (in months)
June 30, 2024	
June 30, 2024	March 31, 2024
September 30, 2024	
September 30, 2024	March 31, 2024
Capitalized software	

Customer relationships

Trademarks and tradenames

Total intangible assets

Less: accumulated amortization

Total other intangible assets, net

Amortization of intangible assets totaled \$9.7 million and \$9.5 million for the three months ended June 30, 2024 September 30, 2024 and 2023, 2023, respectively, and \$19.4 million and \$19.2 million for the six months ended September 30, 2024 and 2023, respectively.

## 7. Income Taxes

The Company computes its interim provision for income taxes by applying the estimated annual effective tax rate to income from operations and adjusts the provision for discrete tax items occurring in the period. The Company's effective tax rate for the three months ended June 30, 2024 September 30, 2024 was 26.8% 23.9% compared to 8.4% 12.0% for the three months ended June 30, 2023 September 30, 2023. The Company's effective tax rate for the six months ended September 30, 2024 was 25.3% compared to 10.2% for the six months ended September 30, 2023. The increase in the effective tax rate for both the three months ended June 30, 2024 September 30, 2024 and the six months ended September 30, 2024 was primarily due to a decrease in share-based compensation tax benefits.

## 8. Long-term Debt

On December 2, 2022, the Company entered into a Credit Agreement for a senior secured revolving credit facility (as amended to date, 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 June 30, 2024 September 30, 2024 and March 31, 2024, there were no amounts outstanding under the Credit Facility. There were \$0.8 million of letters of credit issued as of June 30, 2024 September 30, 2024 and March 31, 2024. The Company had \$399.2 million of availability under the Credit Facility as of June 30, 2024 September 30, 2024 and March 31, 2024.

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 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 Overnight Repo Rate Average, (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 per the Credit Agreement. Interest payments are due quarterly, or more frequently, based on the terms of the Credit 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 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 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 condensed consolidated balance sheets and are being amortized into interest expense over the contractual term of the Credit Facility. There were \$1.3 million \$1.2 million and \$1.4 million of unamortized debt issuance costs as of June 30, 2024 September 30, 2024 and March 31, 2024, respectively.

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Pursuant to the Credit Facility, obligations owed under the Credit Facility are secured by a first priority security interest on substantially all assets of Dynatrace LLC and other wholly owned subsidiary subsidiaries 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 Facility contains customary affirmative and negative covenants, including financial covenants that require the Company to maintain specified financial ratios. At June 30, 2024 September 30, 2024, the Company was in compliance with all applicable covenants.

### Interest expense

For the three months ended June 30, 2024 and 2023, the Company recognized \$0.1 million and \$0.4 million in interest Interest expense, and including amortization of debt issuance costs and original issuance discount, was \$0.4 million for the three months ended September 30, 2024 and 2023, and \$0.5 million and \$0.8 million for the six months ended September 30, 2024 and 2023, respectively.

## 9. Leases

The Company leases office space under non-cancelable operating leases which expire at various dates from fiscal 2025 to 2035. As of June 30, 2024 September 30, 2024, the weighted average remaining lease term was 6.4 6.2 years and the weighted average discount rate was 4.5%. The Company did not have any finance leases as of June 30, 2024 September 30, 2024.

The Company had a sublease of a former office which expired in the three months ended June 30, 2024. Sublease income from operating leases, which is recorded as a reduction of rental expense, was \$0.2 million and \$0.6 million for the three months ended June 30, 2024 and 2023, respectively.

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

	Three Months Ended June 30,	
	2024	2023
Operating lease expense <sup>(1)</sup>	\$ 4,132	\$ 3,769

Short-term lease expense	\$	601	\$	435
Variable lease expense	\$	487	\$	453

(a) Presented gross of sublease income.

	Three Months Ended September 30,		Six Months Ended September 30,	
	2024	2023	2024	2023
Operating lease expense	\$ 4,000	\$ 3,831	\$ 8,132	\$ 7,600
Short-term lease expense	\$ 726	\$ 507	\$ 1,327	\$ 1,006
Variable lease expense	\$ 324	\$ 344	\$ 811	\$ 732

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

	Three Months Ended June 30,		Six Months Ended September 30,	
	2024	2023	2024	2023
Cash paid for amounts included in the measurement of lease liabilities				
Operating lease assets obtained in exchange for new operating lease liabilities (a)				

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

As of **June 30, 2024** **September 30, 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
2025				
2026				
2027				
2028				
2029				
Thereafter				
Total operating lease payments				
Less: imputed interest				
Total operating lease liabilities				

As of **June 30, 2024** **September 30, 2024**, the Company had commitments of **\$83.6 million** **\$86.1 million** for an operating leases lease that have has not yet commenced, and therefore are is not included in the right-of-use assets or operating lease liabilities. These liabilities. This operating leases are lease is expected to commence during fiscal **2025** through fiscal **2026** with with a lease terms ranging from **2** to term of 10 years.

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## 10. 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.

### 11. Shareholders' Equity

#### Share Repurchase Program

In May 2024, the Company announced a share repurchase program for up to \$500 million of common stock. The share repurchase program does not have a time limit, does not obligate the Company to acquire a specific number of shares, and may be suspended, modified, or terminated at any time, without prior notice. Repurchases may be made from time to time on the open market, pursuant to 10b5-1 trading plans, or by other legally permissible means.

For the three and six months ended **June 30, 2024** **September 30, 2024**, the Company repurchased and retired approximately **1.1** **0.8 million** and **1.9** million shares of its common stock at an average price of \$45.84 for a total of **\$50.1** **\$40.0 million** of which **\$1.6** and **\$90.1 million**, has not been settled in cash as of **June 30, 2024**, **September 30, 2024**, **\$449.9** **\$409.9 million** remained available for future repurchases.

### 12. Share-based Compensation

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

	Three Months Ended June 30,			Six Months Ended September 30,		
	2024	2024	2024	2024	2024	2023
Cost of revenue						
Cost of revenue						
Cost of revenue						
Research and development						
Research and development						
Research and development						
Sales and marketing						
Sales and marketing						
Sales and marketing						
General and administrative						
General and administrative						
General and administrative						
<b>Total share-based compensation</b>						
<b>Total share-based compensation</b>						
<b>Total share-based compensation</b>						

**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, adopted the 2019 Equity Incentive Plan (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 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 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 **June 30, 2024** **September 30, 2024**, **56,830,006** **56,826,675** shares of common stock were available for future issuance under the 2019 Plan.

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**Stock options**

The following table summarizes activity for stock options during the **three** **six** months ended **June 30, 2024** **September 30, 2024**:

Number of Options	Weighted Average	
	Number of Options (in thousands)	
Balance, March 31, 2024		3,06
Exercised		(201) (39)
Forfeited or expired		(20) (4)
Balance, <b>June 30, 2024</b> <b>September 30, 2024</b>		<b>2,842</b> <b>2,61</b>
Options vested and expected to vest at <b>June 30, 2024</b> <b>September 30, 2024</b>		<b>2,842</b> <b>2,61</b>
Options vested and exercisable at <b>June 30, 2024</b> <b>September 30, 2024</b>		<b>2,806</b> <b>2,59</b>

As of **June 30, 2024** **September 30, 2024**, the total unrecognized compensation expense related to non-vested stock options was **\$0.5 million** **\$0.3 million** and is expected to be recognized over the next 12 months.

Restricted shares and units

The following table provides a summary of the changes in the number of RSAs and restricted stock units ("RSUs") for the three six months ended June 30, 2024 September 30, 2024

Number of RSAs	Weighted Average	
	Number of RSAs	
	(in thousands)	
Balance, March 31, 2024		1
Granted		
Vested		
Forfeited		
Balance, June 30, 2024 September 30, 2024		1

RSUs outstanding as of June 30, 2024 September 30, 2024 were comprised of 11.6 10.7 million RSUs with only service conditions and 1.3 1.2 million RSUs with performance conditions.

During the three six months ended June 30, 2024 September 30, 2024, the Company granted PSUs that contain financial performance conditions (the "rTSR PSUs"). Both the Financial PSUs and rTSR PSUs are not earned if the applicable threshold percentage of the specific metric is not achieved. The PSUs are also subject to time-based vesting and are contingent upon the employee remaining employed by the Company or one of its subsidiaries.

The Financial PSUs generally vest 33% one year after the grant date and the remaining 67% vest ratably on a quarterly basis over the following two years based on specific Company metrics related to the Company's fiscal year ending March 31, 2025.

The rTSR PSUs generally vest 33% annually after the grant date. The number of shares that may be earned pursuant to the rTSR PSUs is based on the Russell 3000 index over performance periods of one, two, and three fiscal years that began on April 1, 2024.

As of June 30, 2024 September 30, 2024, the total unrecognized compensation expense related to unvested RSAs is \$7.8 million was \$6.8 million as of June 30, 2024 September 30, 2024, the total unrecognized compensation expense related to unvested RSUs was \$557.8 million \$493.6 million and is expected to be recognized over the next 12 to 18 months.

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Employee Stock Purchase Plan

In July 2019, the Board adopted, and the Company's stockholders approved, the 2019 Employee Stock Purchase Plan ("ESPP"). The Company offers shares of common stock to employees through the ESPP. The ESPP provides for six-month purchase periods, 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 purchase date. For the three six months ended June 30, 2024 September 30, 2024, 261,829 shares of common stock were available for future issuance under the ESPP.

As of June 30, 2024 September 30, 2024, there was approximately \$2.5 million \$1.1 million of unrecognized share-based compensation related to the ESPP.

13. 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):

	Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended September 30,	
	2024		2024		2024		2024	
Numerator:								
Numerator:								
Numerator:								
Net income								
Net income								
Net income								
Denominator:								
Denominator:								

Denominator:

Weighted average shares outstanding, basic

Weighted average shares outstanding, basic

Weighted average shares outstanding, basic

Dilutive effect of stock-based awards

Dilutive effect of stock-based awards

Dilutive effect of stock-based awards

Weighted average shares outstanding, diluted

Weighted average shares outstanding, diluted

Dilutive effect of share-based awards

Weighted average shares outstanding, diluted

Net income per share, basic

Net income per share, basic

Net income per share, basic

Net income per share, diluted

Net income per share, diluted

Net income per share, diluted

The effect of certain common share equivalents were excluded from the computation of weighted-average diluted shares outstanding for the three and resulted in anti-dilution. A summary of these weighted-average anti-dilutive common share equivalents is provided in the table below (in thousands):

	2024	2024	2024
	2024	2024	2024
	2024	2024	2024
Stock options			
Stock options			
Stock options			
Unvested RSAs and RSUs			
Unvested RSAs and RSUs			
Unvested RSAs and RSUs			
Shares committed under ESPP			
Shares committed under ESPP			
Shares committed under ESPP			

**14. Geographic Information**

**Revenue**

Revenues by geography are based on legal jurisdiction. See Note 3, Revenue Recognition, for a disaggregation of revenue by geographic region.

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**Long-lived assets, net**

The following table presents the Company's net long-lived assets, which consists of property and equipment, net, and operating lease right-of-use asset, for the periods ended

	June 30, 2024	September 30, 2024
North America		
Europe, Middle East and Africa		
Asia Pacific		

## ITEM 2. 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 the condensed consolidated Form 10-Q. We prepare our condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States as determined by the Securities and Exchange Commission ("SEC") regarding interim financial reporting. The following discussion and analysis contains forward-looking statements that involve substantial risks and uncertainties that could impact our business. In particular, we encourage you to review the risks and uncertainties described in Item 1A of the fiscal year ended March 31, 2024 (the "Annual Report"). These risks and uncertainties could cause actual results to differ materially from those presented in this report. 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 or any other period.

### Overview

Dynatrace offers the only end-to-end unified platform that combines broad and deep observability and continuous runtime application security with advanced analytics derived from data at an enormous scale. Our comprehensive solutions help IT, development, security, and business operations teams at global organizations realize the full potential of their digital experiences 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 cloud-native architecture decisions. At the same time, workloads continue migrating to the cloud as customers seek the agility, flexibility, and rapid technology advancement sweeping across industries and exploding in relevancy and criticality as organizations desire significant advancements in innovation, productivity, and performance. As more sophisticated protection. The confluence of these megatrends in dynamic hybrid, multicloud environments brings a scale and frequency of change that is unprecedented. As sector institutions embrace modern cloud environments as the underlying foundation of their business and digital transformations, we believe that the solutions such as the Dynatrace platform are becoming mandatory instead of optional for many organizations.

We take Dynatrace to market through a combination of our global direct sales team and a network of partners, including global system integrators ("GSIs") and other partners, to reach 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.

We generate revenue primarily by selling subscriptions, which we define as Software-as-a-Service ("SaaS") agreements, term-based licenses, perpetual licenses, and other models. We market Dynatrace as a SaaS solution to get the latest Dynatrace features and updates with greatly reduced administrative effort. We also provide options to deploy other models.

Under our Dynatrace Platform Subscription ("DPS") model, which provides customers with more modern pricing with flexibility and transparency, a customer can choose a 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 needs.

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

### First-Quarter Second-Quarter 2025 Financial Highlights

Our financial highlights for the three months ended June 30, 2024 September 30, 2024 were:

- Our annual recurring revenue ("ARR") was \$1,541 million \$1,617 million as of June 30, 2024 September 30, 2024, which reflected 19% 20% growth.
- Total revenue and subscription revenue was \$399 million \$418 million and \$382 million \$400 million, respectively;
- We delivered GAAP income from operations of \$42 million \$47 million and non-GAAP income from operations<sup>(1)</sup> of \$114 million \$131 million; and
- Our net cash provided by operating activities and free cash flow<sup>(1)</sup> was \$227 million \$24 million and \$231 million \$20 million, respectively.

<sup>(1)</sup> Non-GAAP financial measure. For additional information, please see the "Key Metrics" section below for applicable definitions and the "Non-GAAP Financial Results" section below for a reconciliation.

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 business to 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 the current macroeconomic environment, which can include geopolitical concerns, inflation, interest rates, consumer confidence and spending, and other factors that may affect the buying patterns of our customers and prospective customers. In this macroeconomic landscape, we continue to factor a challenging climate. We have seen resiliency in our industry and we remain confident in our ability to execute our strategy. For more information, see Item 1A of this Quarterly Report for further discussion of the possible impact of macroeconomic conditions on our business and regarding fluctuations in our financial performance.

### 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. We plan to expand the functionality of our end-to-end Dynatrace platform and invest in capabilities that address new market opportunities. We believe this will enable new growth opportunities and allow us to deliver differentiated high-value outcomes to our customers.

- **Expand and strengthen our relationships with existing customers.** We plan to establish new and deeper relationships within our existing platform capabilities to provide for expansion opportunities. In addition, we believe the ease of implementation of Dynatrace provides us with customer applications, and into additional business units or divisions. While still in its early stages, we also believe that our DPS licensing model provides a high level of predictability of pricing under that model.
- **Grow our customer base.** We intend to drive new customer growth through a focus on the largest 15,000 global enterprise accounts, which generate revenue in cloud environments. In particular, we are increasing the focus of our sales force on the largest 500 global companies and strategic enterprise accounts in 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 relationships with providers. These strategic partners continually work with their customers to help them digitally transform their businesses and reduce cloud costs. We believe that digital transformation projects earlier in the purchasing cycle and enable customers to establish more resilient cloud deployments from the start.

**Key Metrics**

We monitor the following key metrics to help us measure and evaluate the effectiveness of our operations:

Total ARR  
 Year-over-year increase  
 Dollar-based net retention rate

Non-GAAP income from operations<sup>(1)</sup>  
 Free cash flow<sup>(1)</sup>

Total ARR  
 Year-over-year increase  
 Dollar-based net retention rate

	Three Months
	2024
Non-GAAP income from operations <sup>(1)</sup>	\$ 130,6
Free cash flow <sup>(1)</sup>	20,1

(1) Non-GAAP financial measure. For additional information, please see the applicable definitions below and the "Non-GAAP Financial Results" section below for a reconciliation to the most directly comparable GAAP financial measure.

**ARR:** 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 minus the revenue of all month-to-month agreements and/or product usage overage billings.

**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 customers that were active in our 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 migration of Classic products to the Dynatrace platform. Beginning in fiscal 2023, we began to exclude the headwind associated with the Dynatrace perpetual license migration. The perpetual license headwind results in a dollar-based net retention rate metric that better reflects Dynatrace's ability to expand existing customer relationships.

**Non-GAAP income from operations:** We define non-GAAP income from operations as GAAP income from operations adjusted for the following items: amortization of intangibles; transaction, restructuring and other non-recurring or unusual items that may arise from time to time.

**Free cash flow:** We define free cash flow as the net cash provided by or used in operating activities less capital expenditures, reflected as purchase of property, plant and equipment.

**Non-GAAP Financial Results**

To supplement our condensed consolidated financial statements, which are prepared and presented in accordance with GAAP, we provide investors with free cash flow. We use these non-GAAP financial measures for financial and operational decision-making purposes and as a means to evaluate period provide useful information about our operating results, enhance the overall understanding of past financial performance, and allow for greater transparency making.

The presentation of the non-GAAP financial measures is not intended to be considered in isolation or as a substitute for, or superior to, the financial measures may not provide information that is directly comparable to similarly titled metrics provided by other companies.

The tables below provide a reconciliation of our non-GAAP income from operations and free cash flow to their most directly comparable GAAP measure.

GAAP income from operations	\$
Share-based compensation	
Employer payroll taxes on employee stock transactions	
Amortization of intangibles	
Transaction, restructuring, and other	
Non-GAAP income from operations	\$
Net cash provided by operating activities	\$
Purchase of property and equipment	
Capitalized software additions	
Free cash flow	\$

	<b>Three Months</b>
	<b>2024</b>
	(in millions)
GAAP income from operations	\$ 47,0
Share-based compensation	71,7
Employer payroll taxes on employee stock transactions	2,7
Amortization of intangibles	9,3
Transaction, restructuring, and other	
Non-GAAP income from operations	\$ 130,6

	<b>Three Months</b>
	<b>2024</b>
	(in millions)
Net cash provided by operating activities	\$ 23,0
Purchase of property and equipment	(3,0)
Capitalized software additions	
Free cash flow	\$ 20,0

#### Key Components of Results of Operations

#### **Revenue**

Revenue includes subscriptions and services.

*Subscription.* Our subscription revenue consists of (i) SaaS agreements, (ii) Dynatrace term-based licenses which are recognized ratably over the contract term, (iii) expected optional maintenance renewals, which is generally three years, and (iv) maintenance and support agreements. We typically invoice SaaS subscriptions

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 recognized on a straight-line basis over the term of the applicable agreement, provided that all other revenue recognition criteria have been satisfied. Fees for our Dynatrace perpetual licenses are included in Part II, Item 7

*Service.* Service revenue consists of revenue from helping our customers deploy our software in highly complex operational environments and training their staff 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 in which the services are rendered, which 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, party hosting fees related to our cloud services, allocated overhead for depreciation, facilities, and IT, and amortization of internally developed capitalized software.

*Cost of service.* Cost of service revenue includes salaries, benefits, bonuses, share-based compensation and related expenses such as employer taxes, and 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 Fundraising Round. To the extent significant future acquisitions are consummated, we expect that our amortization of acquired technologies may increase due to additional non-capitalized technology.

#### **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 costs associated with third-party cloud-based hosting services for our cloud-based subscriptions, and the extent to which we expand our customer support 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, and non-personnel costs, such as an allocation of our general overhead expenses, including depreciation, facilities, IT, and other costs.

*Research and development.* Research and development expenses primarily consist of the cost of programming personnel. We focus our research and development on the functionality, reliability, performance and flexibility of existing solutions. We believe that our software development teams and our core technologies represent a significant portion of our 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 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.

*General and administrative.* General and administrative expenses primarily consist of the personnel and facility-related costs for our executive, financial and administrative functions, including those associated with our ongoing public reporting obligations. We anticipate continuing to incur additional expenses as we continue to invest in our operations.

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

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

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

#### **Interest Income, Net**

Interest income, net, consists primarily of interest income, primarily from money market funds, bank deposits, debt securities held as investments and cash equivalents (see [this section](#)), and amortization of debt issuance costs.

#### **Other (Expense) Income, Expense, Net**

Other (expense) income, expense, net, consists primarily of foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in foreign currencies.

#### **Income Tax Expense**

Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated tax liability in 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) the foreign derived intangibles deduction and, (2) the generation of tax credits for research and development activities, executive compensation, and (5) foreign earnings taxed at rates higher than the U.S. statutory tax rate. We expect this fluctuation in income tax rates, as well as the impact of the Internal Revenue Code ("IRC") Section 174.

#### **Internal Revenue Code ("IRC") Section 174**

For tax years beginning on or after January 1, 2022, the Tax Cuts and Jobs Act of 2017 eliminated the option to currently deduct research and development expenses for research activities performed in the United States and 15 years for research activities performed outside the United States pursuant to IRC Section 174(e)(2)(B)(i) flows since fiscal year 2024.

#### **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 effective tax rate is negative, we will recognize excess tax benefits or deficiencies that will impact our effective tax rate. The amount and value of share-based compensation will vary from period to period and will have a significant impact 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 will have a negative impact on our financial results.

#### Pillar Two proposal

Many countries have enacted or are in the process of enacting laws based on the Pillar Two proposal relating to a 15% global minimum tax issued by the OECD. We expect to meet the Transitional Country-by-Country (CbCR) Safe Harbor rules for most, if not all, the jurisdictions that have adopted the rules.

Based on the guidance available thus far, we do not expect these provisions to have a material impact on our consolidated financial statements. We will continue to monitor the developments in this area.

### Results of Operations

The following tables set forth our results of operations for the periods presented. The period-to-period comparison of financial results is not necessarily indicative of our performance over the entire period.

#### Comparison of the Three Months Ended June 30, 2024, September 30, 2024 and 2023

		Three Months Ended June 30,							
		2024				2023			
		Amount		Percent		Amount		Percent	
		(in thousands, except percentages)							
		2024				2023			
		Amount		Percent		Amount		Percent	
		(in thousands, except percentages)							
Revenue:									
Subscription									
Subscription									
Subscription		\$381,576	96	96	%	\$316,454	95	95	%
Service		17,644	4	4	%	16,432	5	5	%
Total revenue		399,220	100	100	%	332,886	100	100	%
Cost of revenue:									
Cost of subscription									
Cost of subscription									
Cost of subscription		53,572	13	13	%	42,904	13	13	%
Cost of service		16,802	5	5	%	15,542	5	5	%
Amortization of acquired technology		4,379	1	1	%	3,898	1	1	%
Total cost of revenue <sup>(1)</sup>		74,753	19	19	%	62,344	19	19	%
Gross profit		324,467	81	81	%	270,542	81	81	%
Operating expenses:									
Operating expenses:									
Operating expenses:									
Research and development <sup>(1)</sup>									
Research and development <sup>(1)</sup>									
Research and development <sup>(1)</sup>		87,578	22	22	%	66,282	20	20	%
Sales and marketing <sup>(1)</sup>		145,106	36	36	%	125,117	38	38	%
General and administrative <sup>(1)</sup>		44,978	11	11	%	39,095	12	12	%
Amortization of other intangibles		4,776	1	1	%	5,760	2	2	%
Total operating expenses									
Income from operations									
Income from operations									
Income from operations		42,029	11	11	%	34,288	10	10	%



(in thousands, except percentages)

Cost of subscription	Cost of subscription								Cost of subscription	of
		\$53,572	\$	\$	42,904	\$	\$10,668	25	25 %	\$
Cost of service	Cost of service	16,802	15,542	15,542	1,260	1,260	8	8 %		Cost of s
Amortization of acquired technology	Amortization of acquired technology	4,379	3,898	3,898	481	481	12	12 %		Amortiza
Total cost of revenue	Total cost of revenue	\$74,753	\$	\$	62,344	\$	\$12,409	20	20 %	Total cost of revenue

**Cost of subscription**

Cost of subscription increased by \$10.7 million \$11.0 million, or 25%, for the three months ended June 30, 2024 September 30, 2024 compared to the higher personnel costs of \$3.1 million to support the growth of our subscription cloud-based offering and higher share-based compensation of \$1.7 million million \$4.2 million related to our growing cloud-based subscription revenue and software subscription increased personnel costs of \$1.5 million \$5.0 million headcount growth to support the growth of the business and related infrastructure and higher depreciation expense of \$0.6 million. our growing customer

**Cost of service**

Cost of service increased by \$1.3 million \$1.9 million, or 8% 12%, for the three months ended June 30, 2024 September 30, 2024 as compared to the three higher share-based compensation of \$0.5 million and higher software subscription increased personnel costs of \$0.4 million. \$1.0 million, inclusive of a

**Amortization of acquired technology**

Amortization of acquired technology increased by \$0.5 million, or 12% 13%, and includes amortization expense for technology acquired in the Thon acquisitions.

The increase was driven by the amortization of acquired technology associated with our acquisitions of Rookout, Ltd. in August 2023 and

**Gross Profit and Gross Margin**

	Three Months Ended June 30,		Change	
	2024	2023	Amount	Percent
	(in thousands, except percentages)			
	Three Months Ended September 30,		Change	
	2024	2023	Amount	Percent
	(in thousands, except percentages)			

**Gross profit:**

Subscription		\$328,004	\$	273,550	\$54,454	20	20 %	\$
Service	Service	842		890	(48)	(5)	(5 %)	Service
Amortization of acquired technology	Amortization of acquired technology	(4,379)		(3,898)	(481)	12	12 %	Amortization of technology
Total gross profit	Total gross profit	\$324,467	\$	270,542	\$53,925	20	20 %	Total gross

**Gross margin:**

Subscription								
Subscription								
Subscription								
Service								
Service								
Service								
Amortization of acquired technology								
Amortization of acquired technology								
Amortization of acquired technology								
Total gross margin								
Total gross margin								

Total gross margin

Subscription

Subscription gross profit increased by \$54.5 million \$54.3 million, or 20% 19%, during the three months ended June 30, 2024 September 30, 2024 compared to the three months ended June 30, 2023 September 30, 2023. Subscription gross margin remained consistent at decreased from 87% to 86%. The increase in gross profit was primarily due to the growth of the Dynatrace solutions.

Service

Service gross profit decreased slightly during for the three months ended June 30, 2024 September 30, 2024 compared to the three months ended June 30, 2023 September 30, 2023 consistent at 5% was primarily due to increased cloud-based hosting costs to support the growth of our subscription cloud-based offerings.

Services

Service gross profit decreased by \$0.8 million, or 53%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The decrease in gross profit and gross margin was primarily due to higher software subscription costs.

Operating Expenses

	Three Months Ended		Three Months Ended		Change		Change		Percent		
	2024	2024	2023	2023	Amount	Percent	Amount	Percent			
(in thousands, except percentages)											
Operating expenses:											
Research and development											
Research and development											
Research and development	\$ 87,578	\$ 66,282	\$ 21,296	32	32 %	\$ 95,366					
Sales and marketing	145,106	125,117	125,117	19,989	19,989	16	16 %		Sales and marketing	144,224	127,711
General and administrative	44,978	39,095	39,095	5,883	5,883	15	15 %		General and administrative	48,953	44,411
Amortization of other intangibles	4,776	5,760	5,760	(984)	(984)	(17)	(17 %)		Amortization of other intangibles	4,776	5,760
Total operating expenses	\$ 282,438	\$ 236,254	\$ 46,184	20	20 %	\$ 293,319			Total operating expenses	\$ 293,319	\$ 282,438

Research and development

Research and development expenses increased by \$21.3 million, or 32% 29%, for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023 primarily the result of increased personnel costs of \$9.8 \$18.8 million, to expand our product offerings and higher inclusive of a \$8.4 million increase in share-based compensation of \$8.3 million. Also contributing were higher software subscription costs functionality and capabilities of \$1.8 million and cloud-based hosting costs of \$1.8 million.

Sales and marketing

Sales and marketing expenses increased by \$20.0 million \$16.6 million, or 16% 13%, for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023 primarily driven by an increase in due to increased personnel costs of \$10.8 \$10.9 million, and higher inclusive of a \$1.9 million increase in share-based compensation of \$3.0 million, was increased marketing program costs and partner fees of \$2.5 million, and increased software subscription costs cost of \$2.5 million.

General and administrative

General and administrative expenses increased \$5.9 million \$4.2 million, or 15% 9%, for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023 primarily due to an increase in other the result of increased personnel costs of \$6.8 million and higher \$4.2 million, inclusive of a \$0.9 million increase in share-based compensation of \$3.5 million and lower professional fees of \$2.4 million. compensation.

Amortization of other intangibles

Amortization of other intangibles decreased by \$1.0 million \$0.9 million, or 17% 15%, for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023 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 benefit of the intangible assets is realized over time.

Interest Income, Net

Interest income, net, was \$12.8 million \$12.9 million for the three months ended June 30, 2024 September 30, 2024 compared to \$7.1 million \$8.5 million income was primarily the result of higher interest rates on our cash, cash equivalents, and investments.

**Other (Expense) Income, Expense, Net**

Other expense, net, was \$2.0 million for the three months ended June 30, 2024 September 30, 2024 compared to income of \$0.3 million \$3.1 million for the result of foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency, including balance

**Income Tax Expense**

Income tax expense increased by \$10.6 million \$8.9 million resulting in an expense of \$14.1 million \$13.8 million for the three months ended June 30, 2024 months ended June 30, 2023 September 30, 2023. This increase was primarily due to an expected increase in pre-tax income, a non-recurring discrete based compensation tax benefits.

**Comparison of the Six Months Ended September 30, 2024 and 2023**

	Amount
Revenue:	
Subscription	\$ 781,386
Service	35,963
Total revenue	817,349
Cost of revenue:	
Cost of subscription	109,368
Cost of service	34,397
Amortization of acquired technology	8,772
Total cost of revenue <sup>(1)</sup>	152,537
Gross profit	664,812
Operating expenses:	
Research and development <sup>(1)</sup>	182,944
Sales and marketing <sup>(1)</sup>	289,330
General and administrative <sup>(1)</sup>	93,931
Amortization of other intangibles	9,552
Total operating expenses	575,757
Income from operations	89,055
Interest income, net	25,625
Other expense, net	(4,073)
Income before income taxes	110,607
Income tax expense	(27,979)
Net income	\$ 82,628

<sup>(1)</sup> Includes share-based compensation expense as follows:

Cost of revenue	
Research and development	
Sales and marketing	
General and administrative	
Total share-based compensation	

**Revenue**

Six Months E

	<b>2024</b>
Subscriptions	\$ 781,38
Services	35,96
<b>Total revenue</b>	<b>\$ 817,34</b>

#### **Subscription**

Subscription revenue increased by \$130.4 million, or 20%, for the six months ended September 30, 2024, as compared to the six months ended September 30, 2023, due to new customers combined with existing customers expanding their use of our solutions.

#### **Service**

Service revenue increased by \$2.3 million, or 7%, for the six months ended September 30, 2024 as compared to the six months ended September 30, 2023, due to new customers.

#### **Cost of Revenue**

	<b>Six Months Ended</b>
	<b>2024</b>
Cost of subscription	\$ 109,36
Cost of service	34,39
Amortization of acquired technology	8,77
<b>Total cost of revenue</b>	<b>\$ 152,53</b>

#### **Cost of subscription**

Cost of subscription increased \$21.7 million, or 25%, for the six months ended September 30, 2024 as compared to the six months ended September 30, 2023, due to increased personnel costs of \$10.2 million, inclusive of a \$3.6 million increase in share-based compensation, and increased personnel costs of \$10.2 million, inclusive of a \$3.6 million increase in share-based compensation.

#### **Cost of service**

Cost of service increased \$3.2 million, or 10%, for the six months ended September 30, 2024 as compared to the six months ended September 30, 2023, due to increased personnel costs of \$3.2 million, inclusive of a \$1.2 million increase in share-based compensation.

#### **Amortization of acquired technologies**

Amortization of acquired technology increased by \$1.0 million, or 12%, and includes amortization expense for technology acquired in the Thoma Bravo I and II acquisitions. The increase was driven by the amortization of acquired technology associated with our acquisitions of Rookout, Ltd. in August 2023 and Runecast Solutions in August 2024.

#### **Gross Profit and Gross Margin**

	<b>Six Months Ended</b>
	<b>2024</b>
Gross profit:	
Subscription	\$ 672,018
Services	1,566
Amortization of acquired technology	(8,772)
<b>Total gross profit</b>	<b>\$ 664,812</b>
Gross margin:	
Subscription	86 %
Services	4 %
Amortization of acquired technology	(100 %)
<b>Total gross margin</b>	<b>81 %</b>

#### **Subscription**

Subscription gross profit increased by \$108.8 million, or 19%, during the six months ended September 30, 2024 compared to the six months ended September 30, 2023. The decrease in gross margin was primarily due to increased cloud-based services.

Services gross profit decreased by \$0.9 million, or 35%, during the six months ended September 30, 2024 compared to the six months ended September 30, 2023. The decreases in gross profit and gross margin was primarily due to increased operating expenses.

#### Operating Expenses

	Six Months Ended
	2024
Operating expenses:	
Research and development	\$ 182,944
Sales and marketing	289,331
General and administrative	93,931
Amortization of other intangibles	9,551
Total operating expenses	\$ 575,757

#### Research and development

Research and development expenses increased by \$42.6 million, or 30%, for the six months ended September 30, 2024 as compared to the six months ended September 30, 2023. The increase was primarily due to an increase in headcount growth to support the continued expansion of our business.

#### Sales and marketing

Sales and marketing expenses increased by \$36.6 million, or 14%, for the six months ended September 30, 2024, as compared to the six months ended September 30, 2023. Further contributing to the increase was increased partner costs and professional fees.

#### General and administrative

General and administrative expenses increased \$10.1 million, or 12%, for the six months ended September 30, 2024, as compared to the six months ended September 30, 2023. The increase was primarily due to an increase in share-based compensation.

#### Amortization of other intangibles

Amortization of other intangibles decreased by \$1.8 million, or 16%, for the six months ended September 30, 2024 as compared to the six months ended September 30, 2023. The decrease was primarily due to the amortization of 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.

#### Interest Income, Net

Interest income, net, was \$25.6 million for the six months ended September 30, 2024 as compared to \$15.7 million for the six months ended September 30, 2023. The increase was primarily due to an increase in cash, cash equivalents, and investments.

#### Other Expense, Net

Other expense, net, was \$4.1 million for the six months ended September 30, 2024 as compared to \$2.8 million for the six months ended September 30, 2023. The increase was primarily due to losses related to the impact of transactions denominated in a foreign currency, including balances between subsidiaries.

#### Income Tax Expense

Income tax expense of \$28.0 million for the six months ended September 30, 2024 represented a \$19.6 million increase as compared to an expense of \$8.4 million for the six months ended September 30, 2023. The increase was primarily due to an increase in pre-tax income, a non-recurring discrete benefit recognized in the prior year related to a tax law change, and a decrease in share-based compensation expense.

#### 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 maintaining sufficient liquidity. Our principal sources of liquidity are cash and cash equivalents, marketable securities (investments) and cash provided by operating activities. For the six months ended September 30, 2024, we had \$930.3 million of cash and cash equivalents, \$136.9 million of investments, consisting of U.S. agency securities, that have maturities between one and 30 months, and \$399.2 million available under our revolving credit facility. Our cash and cash equivalents are primarily held in U.S. dollars.

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, through the issuance of debt.

Over the past three years, cash flows from customer collections have increased. However, operating expenses have also increased as we have invested in the strategic growth of our company. We expect to 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 agreements. This may 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. For the **three** **and six** months ended **June 30, 2024** **September 30, 2024**, total contractual commitments were **\$387.7** **\$363.5** million, with **\$113.7** **\$91.9** million committed within the next 12 months.

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." Existing cash, cash equivalents, investments, funds available under our revolving credit facility, and cash generated from operations, will be sufficient to meet our needs. We will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts, the continued execution of our business plan, the seasonality of our billing activities, timing and extent of spending to support our growth strategy, and the continued market acceptance of our products. In order 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 may be materially adversely affected.

#### Share Repurchase Program

We announced a share repurchase program for up to \$500.0 million of common stock on May 15, 2024. For the **three** **and six** months ended **June 30, 2024** **September 30, 2024**, we repurchased **1.9** **1.9** million shares of our common stock at an average price of **\$45.84** **\$45.84** for a total of **\$50.1** **\$40.0** million of which **\$1.6** **\$90.1** million, has not been used. **\$449.9** **\$409.9** million remained available for future repurchases. For additional information, please see Part II, Item 2 of this Quarterly Report.

#### Our Credit Facilities

In December 2022, we entered into a senior secured revolving credit facility in an aggregate amount of \$400.0 million (as amended to date, the "Credit Facility") with \$0.8 million of letters of credit outstanding. As of **June 30, 2024** **September 30, 2024**, we were in compliance with all applicable covenants of the Credit Facility. For additional information, please see Note 4, Long-term Debt, of the condensed consolidated financial statements in this Quarterly Report.

#### Summary of Cash Flows

	2024	Three Months Ended June 30,	
		2024	2024
Cash provided by operating activities <sup>(1)</sup>			
Cash used in investing activities			
Cash (used in) provided by financing activities			
Effect of exchange rate changes on cash and cash equivalents			
Net increase in cash and cash equivalents			

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

	Three Months Ended June 30,		
	2024	2024	2023
Cash paid for interest			
Cash paid for tax, net			

#### Operating Activities

For the **three** **and six** months ended **June 30, 2024** **September 30, 2024**, cash provided by operating activities was **\$230.7** **\$254.4** million as a result of **\$121.4** **\$121.4** million and a change of **\$141.5** **\$50.3** million in our operating assets and liabilities. The non-cash charges were primarily comprised of amortization of **\$14.0** **\$28.0** million, partially offset by deferred income taxes of **\$22.6** **\$39.1** million. The change in our net operating assets and liabilities was **\$300.1** **\$300.1** million due to the timing of receipts of payments from customers, partially offset by a decrease in deferred revenue of **\$131.5** **\$199.5** million of our fiscal year, a decrease in accounts payable and accrued expenses of **\$78.3** **\$30.5** million driven by timing of payments, including the pay expenses and other assets of **\$8.1** **\$14.1** million driven by the timing of payments in advance of future services.

For the **three** **and six** months ended **June 30, 2023** **September 30, 2023**, cash provided by operating activities was **\$133.9** **\$170.8** million as a result of **\$93.4** **\$93.4** million and a change of **\$61.1** **\$3.4** million in our operating assets and liabilities. The non-cash charges were primarily comprised of **\$13.6** **\$27.1** million, partially offset by deferred income taxes of **\$19.3** **\$35.2** million. The change in our net operating assets and liabilities was **\$128.5** **\$128.5** million due to the timing of receipts of payments from customers and a decrease in deferred commissions of **\$8.5** **\$9.0** million due to commissions paid **\$128.5** **\$128.5** million due to seasonality in our sales cycle, which is higher in the third and fourth quarters of our fiscal year, a decrease in accounts payable and an increase in prepaid expenses and other assets of **\$16.4** **\$22.9** million driven by the timing of payments in advance of future services.

#### Investing Activities

Cash used in investing activities during the **three** **and six** months ended **June 30, 2024** **September 30, 2024** was **\$35.6** **\$46.6** million, primarily as a result of and purchases of property and equipment of **\$3.4** **\$6.9** million.

Cash used in investing activities during the **three** **and six** months ended **June 30, 2023** **September 30, 2023** was **\$10.3** **\$45.4** million as a result of the Rookout acquisition of **\$13.0** **\$13.0** million. For additional information about the Rookout acquisition, please see Note 4, Business Combinations of the condensed consolidated financial statements.

#### Financing Activities

Cash used in financing activities during the **three** **and six** months ended **June 30, 2024** **September 30, 2024** was **\$42.8** **\$84.6** million, primarily as a result of net share settlement of equity awards of **\$8.3** **\$12.0** million, partially offset from proceeds from our employee stock purchase plan ("ESPP") of **\$10.4** **\$10.4** million.

Cash provided by financing activities during the **three six months ended June 30, 2023** **September 30, 2023** was **\$22.8 million** **\$26.2 million**, as a result of from our employee stock purchase plan **ESPP** of \$9.6 million.

#### Critical Accounting Policies and Estimates

We prepare our condensed consolidated financial statements in accordance with GAAP. The preparation of condensed consolidated financial statement assets, liabilities, revenues, costs and expenses and related disclosures. We base our estimates on historical experience and on various other assumption significantly from the estimates made by our management. To the extent that there are differences between our estimates and actual results, our future financial statements may be affected.

There have been no significant changes in our critical accounting policies and estimates during the **three six months ended June 30, 2024** **September 30, 2024**. For a full discussion of these estimates and policies, see "Critical Accounting Policies and Estimates" within "Management's Discussion and Analysis".

#### Recent Accounting Pronouncements

For a description of recent accounting pronouncements, if any, and the impact of these pronouncements on our consolidated financial statements, if any, see "Recent Accounting Pronouncements" within "Management's Discussion and Analysis" included elsewhere in this Quarterly Report.

### ITEM 3. 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 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 are denominated in currencies other than the U.S. dollar. 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 hedged our foreign currency risk. 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 hedge our foreign currency risk.

#### 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 nature of the subsidiary. Fluctuations in foreign currencies impact our consolidated financial statements upon the translation of these amounts into U.S. dollars. In particular, the strengthening of the U.S. dollar generally will reduce the reported value of our assets and expenses that we translate into U.S. dollars and report in our condensed consolidated financial statements. These gains or losses are recorded as a component of other income or expense.

#### 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 of our subsidiaries. These gains or losses are recorded within "Other (expense) income, **expense**, net" in our condensed consolidated statements of income.

#### Interest Rate Risk

As of **June 30, 2024** **September 30, 2024**, we had cash and cash equivalents of **\$930.3 million** **\$907.2 million**, consisting primarily of money market funds, certificates of deposit, and investments of **\$136.9 million** **\$146.1 million**, consisting of U.S. Treasury securities, commercial paper, corporate debt securities, **commercial mortgage-backed securities**, and structured investment vehicles. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our condensed consolidated financial statements.

As of **June 30, 2024** **September 30, 2024**, we also had the Credit Facility in place, with availability of \$399.2 million. The Credit Facility bears interest based on (i) the Prime Rate, (ii) the Interbank Offer Rate, (iii) the Canadian Overnight Repo Rate Average, (iv) the Base Rate, as defined per the Credit Facility, or (v) the Sterling Overnight Index Average. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our condensed consolidated financial statements.

### ITEM 4. 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 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this Quarterly Report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer, as of **June 30, 2024** **September 30, 2024**, were effective and provided reasonable assurance that the information required to be disclosed by us in our periodic reports is summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management in a timely manner.

#### 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 period covered by this Quarterly Report that 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, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. There are inherent limitations in all control systems, 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 non-compliance with controls are detected.

any, within our company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that 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 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 compliance with policies or procedures may deteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud

## PART II. OTHER INFORMATION

### ITEM 1. 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 proceeding any such matters will not have a material adverse effect on our business, operating results, financial condition, or cash flows. Regardless of the outcome settlement costs, diversion of management resources, and other factors.

### 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 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements 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 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% in the year ended March 31, 2024 compared to the prior year **20% 19%** compared to the prior-year period. This revenue growth may not be indicative of our future revenue growth, and we may not be able to sustain 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, 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

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***

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 that 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 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 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;
- 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 new 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 our solutions that require additional investment by us;
- changes in the demand and growth rate of the markets for observability, application security, analytics, and 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 our market share;
- 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 designed to monitor;
- our ability to maintain and expand our relationships with strategic technology partners that own, operate, and offer the major platforms on which 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
- 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
- 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 re
- 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 o that we may provide, or may result in significant fluctuations in our quarterly and annual operating results, including fluctuations in our key performance in plan or the expectations of securities analysts or investors for any period. In addition, a significant percentage of our operating expenses are fixed in nat 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 gro automation at their core, particularly the demand for enterprise-wide solutions and our ability to provide solutions that meet such ever-evolving needs security protection, security analytics, digital experience, business analytics, and automation. It is difficult to predict customer demand, adoption, churn, 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 r applications to manage and drive critical business functions and customer interactions, increased use of microservices and containers, as well as 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 reduced customer purchases, reduced renewal rates, and decreased revenue, any of which will adversely affect our business, operating results, and finan

***Our business is dependent on overall demand for observability and security solutions and therefore reduced spending on those solutions or 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, a year, we have observed global economic uncertainty at times as well as lengthening sales cycles. In an economic downturn or during periods of ecoo operating or IT budgets, which could cause them to defer or forego purchases of observability and security solutions, including ours. Customers may di renewals. To the extent purchases of observability and security solutions are perceived by existing customers and potential customers to be discretion spending. Weak or turbulent global economic conditions or a reduction in observability and security spending, even if general economic conditions remain in a number of ways, including longer sales cycles, lower prices for our solutions, reduced subscription renewals, and lower revenue. Moreover, any po continuing resolution, breach of the federal debt ceiling, a potential U.S. sovereign default, and uncertainty surrounding changes in laws, regulations, or p in the global economy and financial markets. In addition, any negative economic effects or instability resulting from changes in the political environmen 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 t 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:***

The markets for observability and security solutions are characterized by constant change and innovation, and we expect them to continue to rapidly e technologies and business models, which require them to develop and manage increasingly complex software application and IT infrastructure environo customers with an end-to-end, near real-time view into the performance of their software applications and IT infrastructure, provide notification and prio 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 chang enhancements that can address evolving customer needs on a timely basis, our competitive position and business prospects will be harmed, and our reve

In addition, the process of developing new technology is complex and uncertain, and if we fail to accurately predict customers' changing needs and emerg to dedicate significant resources to our research and development efforts, including significant resources to developing new solutions and solution enhan significant investments in our new application security offering and in developing our Grail™ core technology, AutomationEngine, and AppEngine. We h first hypermodal AI, converging fact-based, predictive, and causal AI insights with new generative AI capabilities. Our new solutions and solution enhance

- delays in developing and releasing new solutions or enhancements to the market;
- failures to accurately predict market or customer demands, priorities, and practices, including other technologies utilized by customers in their env
- the introduction or anticipated introduction of competing products by existing and emerging competitors;

- the inability to execute our go-to-market strategy effectively, which depends on our sales and marketing teams and our partners to sell solutions for new markets;
- delays or failures to provide updates to customers to maintain compatibility between Dynatrace and the various applications and platforms being updated;
- failures to accurately predict market or customer demands, priorities, and practices, including other technologies utilized by customers in their environments;
- 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;
- 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, cost; and
- negative publicity about the performance or effectiveness of our solutions.

In addition to developing new solutions or enhancements using internal resources, we may acquire technologies from a third party, or acquire another company that requires significant management attention, disrupt our business, dilute stockholder value, and adversely affect our results of operations. For a description of some of our acquisitions, see [Item 7. Acquisitions](#) in our 2023 Annual Report. We may also acquire other businesses, products, or technologies in the future which could require significant management attention, disrupt our business or result in our financial condition being adversely affected.

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 our customers' needs, our 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, or change the pricing of our solutions. If our new solutions, enhancements, or pricing strategies do not achieve adequate acceptance in the market, our competitive position may be harmed, and our operating results may be particularly acute, and we may not receive a return on our investment in the upfront research and development costs of our 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 may be harmed, and our operating results may be adversely affected.***

Our success depends on the interoperability of our platform and solutions with third-party operating systems, applications, cloud platforms, data, and devices. If our solutions do not interoperate with these systems, applications, cloud platforms, data, or devices, or if our solutions give preferential treatment to competitive software, the adoption and usage of our platform and solutions may be harmed, and our operating results may be adversely affected. If it is difficult for our customers to access and use our platform or solutions, or if our solutions do not interoperate with these systems, applications, cloud platforms, data, or 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 may be unable to support our customers' changing technology environments and ensure our solutions' ability to continue to monitor customers' applications. If our solutions do not support the most recent updates and versions of our solutions that we offer, our solutions will be unable to continuously monitor our customers' 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 work with technology and cloud platform providers to understand and align updates to their products with the technology vendor's generally available release. If our relations with our technology partners degrades or ceases, we may be unable to ensure that our solutions are up-to-date and compatible with the most recent 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 our customers to migrate their applications.

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

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 ability to attract new customers and increase deployment, usage, and consumption of our solutions by existing customers depends on numerous factors, including our ability to:

- offer a compelling, end-to-end observability and security platform, together with advanced AI for IT operations that provides answers and intelligence to our customers;
- 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 technology industry;
- develop or expand relationships with technology partners, systems integrators, resellers, online marketplaces, and other partners, including software distributors, DXC, and Kyndryl, and hyperscalers such as AWS, GCP, Azure, 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. 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 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 with us, our 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 solutions, their adoption of our solutions, and our pricing models, including our DPS licensing model. A failure to increase sales to existing customers could adversely affect our operating results.

***Failure to effectively expand our sales and marketing capabilities could harm our ability to execute on our business plan, increase our customer retention, and our operating results may be adversely affected.***

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 customer and partner relationships to drive revenue growth. We have invested in and plan to continue expanding our sales and marketing organizations, to sales and marketing programs, including lead generation activities and brand awareness campaigns, such as our industry events, webinars, and we effectively identify, hire, onboard, train, develop, motivate, and retain talented sales personnel or marketing personnel or if our new sales personnel or marketing personnel 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 solutions will 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, cloud computing, artificial intelligence, and machine learning) and are expected 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 solutions that compete with our solutions. We have also been expanding the scope of our solutions to include new offerings and we increasingly compete with other companies in our markets for 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.

We compete either directly or indirectly with infrastructure monitoring vendors, APM vendors, log management vendors, DEM vendors, security vendors, and IT operations management and business intelligence providers with offerings that cover some portion of the capabilities that we provide. If a competitor enters into a relationship with, or acquires one or more software APM, data analytics, compliance, or network visibility vendors, it could adversely affect our ability to compete in our markets. Additionally, the relatively low barrier to entry in some segments, including large technology companies that could expand their platforms or acquire one of our competitors, could harm our business.

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 increased market penetration;
- 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, in-house solutions could leverage open source software, and therefore be made generally available at little or no cost, which could harm our business.

These competitive pressures in our markets or our failure to compete effectively may result in fewer customers, price reductions, fewer orders, reduced revenue, and other 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 not be able to attract new customers or retain existing customers at prices that are consistent with our current pricing model and operating budget. If this were to occur, it is possible that our revenue, gross margin, and operating results. Pricing decisions may also impact the mix of adoption among our licensing and subscription models, and may 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 operating results will be harmed.

***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 contracts. Our business may be harmed by further changes in billings and revenue mix and costs, together with numerous other factors, including entry into new lower margin markets, pricing discounts, increased price competition, and in response to macroeconomic conditions. Any one of these factors or the cumulative effect of these factors could harm our gross margin, and operating results. This variability and unpredictability could result in our failure to meet internal expectations or those of securities analysts and investors. In addition, if 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 solutions 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. Our success depends on 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 Google Cloud Platform (GCP), and Azure, on which many of our customers depend, and through which our customers may be able to procure and deploy our solutions. 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 perform as expected, our ability to grow our business and sell our solutions will be harmed. If our partners are unable to serve our customers effectively, we may need to expand our sales and marketing efforts, which could harm our business.

Our agreements with our partners are generally non-exclusive, meaning our partners may offer products from several different companies to their customers. Our ability to compete in our markets may be harmed if our partners offer products that compete with our offerings. Moreover, some of our partners also compete with us, and if our partners do not compete effectively with 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. If our solutions fail to interoperate effectively with the hyperscalers' products, or if our partnerships with one or more of these hyperscalers are not successful, our ability to grow our business and sell our offerings will be harmed. Furthermore, our partners may cease marketing our offerings with limited or no notice and our ability to grow our business will be harmed.

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 do so, 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.

***We believe the Dynatrace brand is integral to our future success and if we fail to cost-effectively maintain and enhance awareness of our company, our success could 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 our long-term goals. It is important to attract and retain customers, partners, and employees, particularly as we continue to introduce new capabilities and enhancements and as we expand into new markets. 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 affected by analyst reports, and because industry analysts may influence current and potential customers, our brand could be harmed if they do not provide a positive review.

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 provide thought leadership, and continue to differentiate our solutions successfully from those of our competitors. We have invested, and expect to continue to invest, in our brand both in the United States and internationally, but there is no guarantee that our awareness strategies will enhance the recognition of our brand or lead to increased sales. If our brand promotion is unsuccessful, our operating results and our ability to attract and retain customers, partners and employees may be adversely affected. In addition, even if our brand promotion is successful, our operating results may be adversely affected.

***Our sales cycles can be long, unpredictable and vary seasonally, which can cause significant variation in the number and size of transactions and our revenue.***

Many of our customers are large enterprises, whose purchasing decisions, budget cycles and constraints, and evaluation processes are unpredictable and can be affected by 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. In addition, customer experience, an increase in the number of large, strategic deals where customers are looking to make broader observability architecture decisions. These deals often require 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. Sales efforts involve significant investment of resources in field sales, partner development, marketing, and educating our customers about the use, testing, and prolonged evaluation process, which frequently involves not only our platform, but also those of other companies or the consideration of internally developed solutions. We 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 sales efforts. If we do not, 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 quarter, which can affect our cash flows and other aspects of our business and cost structure. Our transactions vary by quarter, with the third and fourth fiscal quarters typically seeing a higher volume of 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 result in our revenue being lower than expected. If our revenue is lower than expected, 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 operating results may be adversely affected.

***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 senior management team, our success could 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. In the last two years, we hired a new Chief Revenue Officer, Chief Marketing Officer, Chief Legal Officer, Chief People Officer and Chief Accounting Officer. If we are unable to attract, retain, and motivate our senior management team, our success could be harmed.

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 (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 for any reason or no reason at all, or for reasons other than 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, or for reasons other than the circumstances. The loss of members of our senior management team, particularly if closely grouped, could disrupt our operations, negatively impact our business plan and thus, our business, operating results, and prospects could be adversely affected. If we fail to develop effective succession plans, 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 our workforce, our success could be harmed.***

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 attract, retain, and motivate highly skilled personnel for all areas of our organization. Competition in our industry is intense, and often leads to significant increased compensation. In addition, the labor market in our industry can be intense, particularly in Europe, where our research and development operations are concentrated and where other technology companies are competing for talent. Our ability to 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 success.***

We typically bundle customer support with arrangements for our solutions and offer professional services for implementation and training. In deploying our solutions, we use services teams to resolve complex technical and operational issues. Increased customer demand for support, without corresponding revenue, could increase our costs and may not be quickly enough to accommodate short-term increases in customer demand for support. If we fail to meet our service level commitments, which relate to our ability to provide high-quality customer support and professional services, we may be contractually obligated to provide these customers with service credits or we could face contract terminations and be required to provide more extensive support. Any failure to maintain high-quality customer support and professional services, or a market perception that our support is inadequate, could 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 be harmed.***

We believe that a critical component to our success has been a focus on maintaining an entrepreneurial and innovative corporate culture. We believe that our corporate culture has helped us to attract and retain employees. We have spent substantial time and resources in building our team while maintaining this corporate culture. If we are unable to maintain our corporate culture, our success could be harmed.

increased 32% compared to our total headcount as of March 31, 2022 and we also expanded our international employee presence. The addition of new 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

***Our credit facility Credit Facility contains restrictions that impact our business and expose us to risks that could adversely affect our liquidity a***

In 2022, we entered into a senior secured revolving credit facility the Credit Facility in the aggregate amount of \$400.0 million. As of June 30, 2024 Septe \$0.8 million of letters of credit outstanding. The actual amounts of our debt servicing payments vary based on the amounts of indebtedness outstanding which vary based on prescribed formulas. The credit facility Credit Facility contains various customary covenants (including a financial covenant requi 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, Credit F forth in the credit facility, Credit Facility, we could default under our credit facility. Credit Facility. Our credit facility Credit Facility also contains provisions th 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 : increase in the applicable interest rates under our credit facility, Credit Facility, and a requirement that our subsidiaries that have guaranteed our credit remedies with respect to all of the collateral that is securing our credit facility, Credit Facility, including substantially all of our and the subsidiary guarantor 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 defe 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, repu***

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. I and have become more prevalent across industries and may occur on our systems; on the systems of third parties that we use to host our solutions or third parties that we use to develop our products; or on third party hosting platforms on which our customers' host their systems. These security incident computer malware or malicious software, ransomware, phishing attacks, computer hacking, denial of service attacks, security system control failures in social engineering, sabotage, malicious downloads, and the errors or malfeasance of our own or our customers' or vendors' employees. Although we ha 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 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 p information. In particular, because we utilize a multi-tenant platform, any security breach, incident, or compromise could potentially affect a significant amc

The consequences of a security breach, incident, or compromise may be more severe if customers have chosen to configure our platform to collect and : through their configuration, the nature of the customer data processed by Dynatrace, and accordingly the content of the notices that they provide to data : 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 Dynr 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

We and certain of our service providers have experienced and may in the future experience disruptions, outages, and other performance problems on i incidents or compromises affecting personal information. Any security breach, incident, or compromise or loss of system control caused by hacking, v intentional malfunctions or loss, modification, or corruption of data, software, hardware or other computer equipment and the inadvertent transmission of expose us to claims arising from loss or unauthorized disclosure of confidential or personal information or data and the related breach of our contracts wit incident, breach, or compromise occurs, the market perception of the effectiveness of our security controls could be harmed, our brand and reputation c such events or in connection with remediation efforts, investigation costs, regulatory fines, including fines assessed under the European General Data Pr 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 parti also proactively employ multiple methods at different layers of our systems to defend against intrusion and attack and to protect our data. However, be systems change frequently and generally are not identified until they are launched against or even penetrate a target, we may be unable to anticipate t counter all current and emerging technology threats. We may therefore experience security breaches, incidents, or compromises that may remain unc susceptible or vulnerable to breaches and attacks, which could compromise our systems. A vendor or other supply chain-related breach or compromise 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 risks, including cybersecurity-related events, and expose us to risks of data or financial loss and associated disruptions to our business operations. We exposure to compromised Internet infrastructure. If we are unable to effectively manage the cybersecurity and other risks of remote work, our business co

Because data security is a critical competitive factor in our industry, we make statements in our privacy policies, our online product documentation and certain security measures we employ or security features embedded within our offerings. In addition, our customer contracts include commitments rela become untrue, or be perceived to be untrue, even if through circumstances beyond our reasonable control, or if any of these security measures or featu claims of unfair or deceptive trade practices or breach of regulations including GDPR, brought by the U.S. Federal Trade Commission, state, local, or fore 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 insurance will continue to be available to us on commercially acceptable terms in the future. Any large, successful claim that exceeds our insurance c 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, n***

Our business and continued growth depends on the ability of our customers to access our platform and solutions, particularly our cloud-based solution. 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 and marketing.

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 our cloud infrastructure changes, malicious actors including disgruntled employees, human or software errors, or capacity constraints. We have experienced service disruptions that have rendered our SaaS solutions unavailable for a limited period of time. While none of these occurrences have been material to our business, future events could be more impactful. 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 be 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 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 cloud infrastructure hosted by a hyperscaler by maintaining its configuration, architecture, features, and interconnection specifications, as well as the information transmitted. Although we have disaster recovery plans, including the use of multiple hyperscaler locations, any incident affecting a hyperscaler's infrastructure, including actual or threatened public health emergencies, cyber-attacks, terrorist or other attacks, and other similar events beyond our control could negatively impact our SaaS platform for any of the foregoing reasons would negatively impact our ability to serve our customers and 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 the event of a hyperscaler service disruption.

Hyperscalers have the right to terminate our agreements with them upon material uncured breach following prior written notice. If any of our hyperscaler services are interrupted in access to our platform as well as significant delays and additional expense in arranging new facilities and services and/or re-architecting our platform, 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. Updates are released. Our solutions and our platform are frequently deployed and used in large-scale computing environments with different operating systems. 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. Environments have in the past exposed, and may, in the future, expose undetected errors, failures, defects, or vulnerabilities in our solutions. AI may not be tested 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 (including our application security offering to perform as warranted) could result in, among other things, negative publicity and damage to our reputation, lower market 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 are discovered, 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, we may be required, 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 harm our financial 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, and trade secrets, which they may use to assert claims of infringement, misappropriation, or other violations of intellectual property rights against us. As our market increases, allegations of infringement, misappropriation, and other violations of intellectual property rights may also increase. Our additional third-party intellectual property claims against us in the future. Any allegation of infringement, misappropriation, or other violation of intellectual property rights, or other violations of intellectual property rights, could distract our management from our business, and could cause uncertainty among our customers and harm our 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 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. To 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 other parties' intellectual property rights and pursue similar assertions based on the acquired intellectual property. They may also make such assertions against our intellectual property.

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 liable for using, selling, licensing, importing, or otherwise commercializing solutions that are alleged to infringe or misappropriate the intellectual property of others; 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 the intellectual property; or indemnify our customers, partners, and other third parties. Any damages or royalty obligations we may become subject to, or any other steps we may be required to take, 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 by them in connection with our services, for damages caused by us to property or persons or other third-party allegations. Furthermore, we have agreed in certain instances to defend our customers and partners in connection with their 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 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 under patent, trademark, copyright, and trade secret laws, and through a combination of confidentiality procedures, contractual obligations, and other measures. 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 intellectual property rights. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to our business. We have 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 business and operating results.

copying, transfer, reverse engineering, and disclosure of our technology may be unenforceable under the laws of certain jurisdictions and foreign countries 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 our exposure to unauthorized copying and use of our technology and proprietary information may increase. In addition, the use of other companies' policies may compromise some of our proprietary or intellectual property rights.

The process of obtaining patent protection is expensive and time consuming, and we may not be able to prosecute all necessary or desirable patent applications for protection for certain innovations and may choose not to pursue patent protection in certain jurisdictions. Furthermore, it is possible that our patent applications 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 patents may be 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. 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, our employees, engineer, or otherwise obtain and use them. The contractual provisions that we enter into with employees, consultants, partners, vendors, and customers 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 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 our 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 defend against allegations of infringement or invalidity. Such litigation could result in substantial costs and diversion of resources and could negatively affect our business operations. If 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, 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 that we stop using such software. These allegations could also result in litigation. The terms of many open source licenses have not been interpreted 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 a license for software 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 in a timely and financially acceptable manner.

***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, such as the Linux Foundation Computing Foundation. We also undertake our own open source initiatives to promote "open innovation" and "enterprise openness," meaning that we make our technology 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 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, in and 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 technology 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 patents or 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 we can 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 be liable for damages.

***Any actual or perceived failure by us to comply with stringent and evolving privacy laws or regulatory requirements in one or multiple jurisdictions 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, and protection of personal information. Privacy, data protection, and security issues worldwide are rapidly evolving and as a result, implementation standards, potential fines, enforcement practices, and regulatory requirements are constantly changing.

- In the United States, state legislatures continue to propose and pass comprehensive privacy legislation, including data breach notification laws. The California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act, in November 2020, effective on January 1, 2023, gives California consumers the right to know, delete, and opt-out of personal information sharing, and receive detailed information about how their personal information is used. The CCPA also provides for civil penalties and increase data breach litigation. It is not yet fully clear how the CCPA will be interpreted. The effects of the CCPA are potentially significant and may result in substantial costs and expenses to comply and increase our potential exposure to regulatory enforcement and/or litigation. Certain other state laws may enact legislation similar to the CCPA. The CCPA has prompted a number of proposals for new federal and state-level privacy legislation, and the existence of comprehensive privacy laws in different states in the country, if enacted, will add additional complexity, variation in requirements, regulatory requirements, impact strategies and the availability of previously useful data, and has resulted in and will result in increased compliance costs and/or operational inefficiencies.
- Outside of the United States, virtually every jurisdiction in which we operate has established its own privacy, data protection and/or data security laws, including the European Union ("EU").
  - In the EU, data protection laws are stringent and continue to evolve, resulting in possible significant operational costs for internal controls and obligations upon covered companies, including heightened notice and consent requirements, greater rights of data subjects (e.g., the "right to be forgotten" and data portability), notification and data security requirements, requirements for engaging third-party processors, and increased fines for non-compliance.

Kingdom) may result in monetary penalties of up to 4% of worldwide annual revenue and fines up to 2% of annual worldwide revenue proposals and current laws and regulations apply to cookies and similar tracking technologies, electronic communications, and marketing Regulation on

Privacy and Electronic Communications (“ePrivacy Regulation”) which would replace an existing ePrivacy Directive. The ePrivacy R processed by electronic communications services. The ePrivacy Regulation may require us to further modify some of our data practices Services Act (“DSA”) and Digital Markets Act (“DMA”) add further complexity and increased consumer protection and technology regulati

- Many jurisdictions outside of Europe where we do business directly or through resellers today and may seek to expand our business in t 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 transfe 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, st our intended business activities, inhibit our ability to expand into those markets, require modifications to our offerings or services, or prohibit us fr
- Current or future laws, regulations, and ethical considerations related to the use of AI technology may impact our ability to provide insights from c 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 ma 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, a this area. These factors may also impose burdensome and costly requirements on our ability and our customers’ ability to utilize data in innova 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 regulatory action.

The regulatory framework both in the United States and internationally governing the collection, processing, storage, use and sharing of certain informat 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 inconsis features of our services and platform capabilities. We therefore cannot yet fully determine the impact these or future laws, rules, regulations, and industry

In addition to the laws and regulations to which we are subject regarding the collection, processing, storage, use, and sharing of certain informat confidentiality and the permitted uses of personally identifiable and other proprietary information. We also publicly post documentation regarding our j 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 dc parties with which we do business, to comply with our posted privacy policies and product documentation or privacy laws or regulations, changing const 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 priv of significant fines, penalties or other liabilities, which could, individually or in the aggregate, materially and adversely affect our business, financial condit found to be guilty of violations or otherwise liable for damages, would damage our reputation and adversely affect our business, financial condition, and re

Additionally, our customers may be subject to differing privacy laws, rules, and legislation, which may mean that they require us to be bound by vary contractual requirements may impact our collection, use, processing, storage, sharing, and disclosure of various types of information, including finan voluntarily comply with, self-regulatory or other industry standards relating to these matters that may further change as laws, rules, and regulations ev onerous and costly, and we may not be able to respond quickly or effectively to regulatory, legislative, and other developments. These changes may in tu increase our cost of doing business. As we expand our customer base, these requirements may vary from customer to customer, further increasing the co

#### **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 taxes, including payro 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 addition, in the ordinary course of our global business, there are many intercompany transactions and calculations where the ultimate tax determination is

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. Signific tax liabilities, and in determining the realizability of tax attributes such as foreign tax credits and domestic deferred tax assets. From time to time, we are 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 gov 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 fina

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 a 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 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 (w stock. For example, changes in tax laws, rules, regulations, treaties, rates, changing interpretation of existing laws or regulations, the impact of accou changes in our international organization, and changes in overall levels of income before tax, can increase our or our stockholders’ tax liability. In recei continue to occur in the future.

The Organization for Economic Cooperation and Development reached agreement among various countries to implement a minimum 15% tax rate on cer to announce changes in their tax laws and regulations based on the Pillar Two proposals. For fiscal year 2025, we expect to meet the Transitional Cc

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 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 43% of our total revenue and 44% for the three six months ended June 30, 2024. Approximately 67% 68% of our employees were located outside of the United States. As a result, our global sales and operations are subject to a number

- increased expenses associated with international sales and operations, including establishing and maintaining office space and equipment for our
- fluctuations in exchange rates between the U.S. dollar and other currencies in the markets where we do business, and other controls, regulations,
- 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 require
- greater risk of unexpected changes in regulatory rules, regulations and practices, tariffs and tax laws and treaties;
  
- compliance with U.S. and foreign import and export control and economic sanctions laws and regulations, including the Export Administration 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 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 int
- 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 i
- 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,

***Continued uncertainty in the U.S. and global economies, particularly Europe, along with uncertain geopolitical conditions, could negatively aff***

As our business has grown, we have become increasingly subject to the risks arising from adverse changes in the domestic and global economies. Uncertainty, as well as geopolitical disruption, may result in extreme volatility in credit, equity, and foreign currency markets. These conditions, including changes in interest rates, spending, volatile capital markets, financial and credit market fluctuations, political turmoil, natural catastrophes, epidemics, warfare (including the ongoing conflict in the United States or elsewhere), may also adversely affect the buying patterns of our customers and prospective customers, including the size of transactions and revenue growth expectations. For example, we have seen lengthening sales cycles, which may affect our future revenues and results of operations. In periods of economic slowdown or recession, continued inflation and higher interest rates, and the occurrence of such events, or public perception that an economic recovery or other business interruptions. We cannot predict the timing, strength, or duration of any economic slowdown, instability, or recovery, generally or with respect to our business. 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 subject to currency markets or geopolitical disruptions (including ongoing conflicts in Ukraine, and in Israel and surrounding areas) could cause delays in or cancellation of (where a significant amount of our research and development operations are concentrated) and other regions throughout the world. If tensions between the United States and other global security concerns, it may result in an increased adverse impact on regional and global economies and increase the likelihood of cyber-attacks. Delays could also cause slower or impaired collections on accounts receivable. In addition, we could experience delays in the payment obligations of our world operations, which could increase our credit risk exposure and harm our financial condition.

In 2022, we suspended all business in Russia and Belarus. Although we do not have material operations in Ukraine, Russia, or Belarus, geopolitical instability could impact our ability to sell or export our platform in Ukraine, Russia, Belarus and surrounding countries. Similarly, our operations in Israel and the surrounding 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 continue, 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 sales 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 over the life of the agreement. For perpetual license, we generally recognize the license revenue ratably over three years. Thus, substantially all of the revenue that we report in each quarter is derived from contracts entered into during previous quarters. For the three months ended June 30, 2024 and September 30, 2024, revenue recognized from deferred revenue contracts 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 impact 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 full 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 drive revenue growth.

***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 expects to receive in exchange for those goods or services. Our subscription revenue consists of (i) SaaS agreements, (ii) term-based licenses for perpetual license revenue that is recognized ratably or over the term of the expected optional maintenance renewals, which is generally three years. 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, estimates are likely to occur from period to period. For a full discussion of these estimates and policies, see "Management's Discussion and Analysis of Financial Results" included in Part II, Item 7 of our 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 to our 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 could affect our conduct of 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 SEC, and other regulatory agencies. 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 our financial results.

***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 foreign currencies. Accordingly, changes in the value of foreign currencies relative to the U.S. dollar will affect our revenue and operating results due to transactional foreign currency exchange rate fluctuations, which have been prevalent over recent periods, it could be more difficult to detect underlying trends in our business.

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, we do not currently maintain a program to hedge transactional exposures in foreign currencies. However, in the future, we may use derivative instruments to hedge our exposure 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 effect of such fluctuations if they 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. Governmental agencies face challenges and risks, including constraints on the budgetary process, including changes in the policies and priorities of the particular government, continuing budgetary disruptions, deficit-reduction legislation, and any shutdown or default of the particular government. Selling to government entities can be highly competitive and without any assurance that these efforts will generate a sale. Contracts and subcontracts with government agency customers are subject to procurement processes, including competitive bidding. Government demand and payment for our solutions are affected by public sector budgetary cycles and funding authorizations, with funding reductions 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 actions, including suspension of payments, fines, and suspension or debarment from future government business including business with governmental agencies. Governmental agencies have 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 government sales could affect our results.

***We may acquire other businesses, products, or technologies in the future which could require significant management attention, disrupt our operations, and 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 our internal research and development, and also through the acquisition of other companies, product lines, technologies, and personnel. For example, in August 2024, we acquired a company that enable developers to quickly troubleshoot and debug actively running code in Kubernetes-hosted cloud-native applications. In March 2024, we acquired a company that provides vulnerability assessment, and configuration management for complex, on-premises, hybrid and multi-cloud IT environment. We expect to continue to pursue our growth strategy, including, but not limited to, acquisitions of certain businesses, technologies, services, products, and other assets and revenue streams. At any time, we may identify acquisition opportunities, 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 pursue any acquisition opportunities, and we may not be able to complete such acquisitions on favorable terms. If we do complete acquisitions, we may not ultimately realize the expected benefits and 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 acquisitions;
- 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 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 operations;
- 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 be able to accurately forecast the financial impact of an acquired business, including accounting charges. We may have to pay cash, incur debt, or issue equity securities in exchange for the 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. Also included are 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

***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.***

Our business is subject to regulation by various U.S. federal, state, local, and foreign governmental agencies, including agencies responsible for environmental laws, consumer protection laws, privacy, cybersecurity and data protection laws, anti-bribery laws, trade controls, federal acquisition regulations, and foreign jurisdictions, these regulatory requirements may be more stringent than those in the United States. These laws and regulations are subject to change and non-compliance. We also anticipate continued changes in the laws and regulations governing cybersecurity controls and processes, data governance, trade controls, and other matters. Such changes could subject us to litigation, investigations, sanctions, mandatory product recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, and other actions that could harm our business, operating results, and financial condition. In addition, changes in laws and regulations, including changes in trade and geopolitical tensions, could increase our cost of doing business, for example, by requiring breach notifications or increased restrictions on trade, or requiring

***We are subject to governmental export, import, and sanctions controls that could impair our ability to compete in international markets and our business.***

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. Department of Commerce and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control. Exports, re-exports, and transfers of our solutions to certain countries and persons require obtaining the necessary authorizations, including any required license for a particular sale, may be time-consuming, is not guaranteed and may result in the denial of export privileges, incarceration, and reputational harm.

Various countries regulate the import of encryption technology. Changes in the encryption or other technology incorporated into our solutions or in 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.

Changes in sanctions, export, or import laws and regulations, in the enforcement or scope of existing laws and regulations, or in the countries, regions, or persons to whom our solutions are provided, 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 persons who 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 while violations of these export and import control and economic sanctions laws and regulations could have negative consequences for us and our personnel, including the 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.***

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 the payment of 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, we must ensure compliance by adopting policies and conducting training, we cannot guarantee that our employees, partners, resellers, agents, or other intermediaries will comply with these laws. Non-compliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant debarment from contracting with specified persons, the loss of export privileges, reputational harm, adverse media coverage, and other collateral consequences 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 fluctuate between our initial public offering in 2019 through August 5, 2024 and November 5, 2024. Factors that could cause fluctuations in the trading price of our common stock include:

- 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;
- 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;

- 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 might also decline in reaction to events that affect other companies in our industry even if these events do not affect our 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 information, 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 of 2002 requires us to evaluate 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 an independent registered public accounting firm, of 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 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 errors that could materially and adversely affect our business, results of operations, and financial condition, restrict our ability to access the capital markets, require restatements, incur 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 at a time and price that you deem appropriate. One of our historically largest shareholders, the Thoma Bravo Funds, sold approximately 6.5 million shares in the first quarter of our fiscal 2025, bringing their beneficial ownership below 5% of our common stock. In addition, we may be required 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 the ownership interests and the per share value of our common stock.***

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, acquisitions, complementary companies, products, offerings or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuance could dilute their ownership interests and the per share value of our common stock to decline.

***We cannot guarantee that our share repurchase program will be fully consummated or will enhance long-term stockholder value, and share repurchases may diminish our cash reserves.***

In May 2024, we announced a share repurchase program under which we are authorized to purchase up to \$500.0 million of our common stock from our treasury. The amount of common stock that we are authorized to purchase under the share repurchase program does not have an expiration date and does not have a particular timetable or at all. There can be no assurance that we will repurchase shares at favorable prices. Further, our share repurchase program may be suspended or terminated at any time, which may result in a lower market valuation of our common stock.

***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 the performance of our common stock.***

We have never declared or paid any dividends on our common stock and we do not anticipate paying any cash dividends in the foreseeable future. As the 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 should not expect to receive dividends on their investments, 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 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 major portion of the 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;
- 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, 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 to amend our charter, our bylaws, or certain provisions of our bylaws, which may inhibit the ability of an acquirer to effect a change in control of our business (including our classified board structure) or certain provisions of our bylaws, which may inhibit the ability of an acquirer to effect a change in control of our business;
- 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 attempt;
- advance notice procedures with which stockholders must comply to nominate candidates to our board of directors or to propose matters to be considered at a meeting of our stockholders, which may prevent stockholders from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us; and



Period <sup>(1)</sup>	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share <sup>(2)</sup>
April 1, 2024 - April 30, 2024	—	\$ —
May 1, 2024 - May 31, 2024	421,839	46.5
June 1, 2024 - June 30, 2024	671,552	45.8
<b>Total</b>	<b>1,093,391</b>	<b>\$ 45.8</b>

Period <sup>(1)</sup>	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share <sup>(2)</sup>
July 1, 2024 - July 31, 2024	291,230	\$ 43.9
August 1, 2024 - August 31, 2024	205,400	47.9
September 1, 2024 - September 30, 2024	338,133	51.1
<b>Total</b>	<b>834,763</b>	<b>\$ 47.9</b>

(1) Information is based on trade dates of share repurchase transactions.

(2) Excludes commissions paid and any estimated excise taxes payable on share repurchases.

(3) On May 15, 2024, we announced a share repurchase program for up to \$500 million of shares of our common stock. Our share repurchase program does not have a time limit.

For additional information, please see Note 11, Shareholders' Equity, of the condensed consolidated financial statements in this Quarterly Report.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

### ITEM 5. OTHER INFORMATION

During the three months ended **June 30, 2024** **September 30, 2024**, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) entered into a 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 arrangement was entered into under the Exchange Act.

On June 11, 2024, Kenneth "Chip" Virnig, who resigned as a director of the Company on July 31, 2024, adopted a Rule 10b5-1 trading arrangement that was issued to him after the vesting of RSUs. The duration of the trading arrangement is from September 10, 2024 through June 11, 2025 (or earlier, if all transactions under the arrangement have been completed).

On June 13, 2024, Bernd Greifeneder, Executive Vice President and Chief Technology Officer, adopted a Rule 10b5-1 trading arrangement that was issued to him after the vesting of common stock previously issued to him. The duration of the trading arrangement is from September 12, 2024 through January 31, 2026 (or earlier, if all transactions under the arrangement have been completed).

On June 14, 2024, Rick McConnell, Chief Executive Officer and a director, adopted a Rule 10b5-1 trading arrangement that contemplates the sale of up to 1,000,000 shares of common stock, RSUs and PSUs. The duration of the trading arrangement is from September 16, 2024 through August 1, 2025 (or earlier, if all transactions under the arrangement have been completed).

### ITEM 6. EXHIBITS

The exhibits listed below are filed or incorporated by reference into this Report.

Exhibit Number	Exhibit Title
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.3 to the Company's Current Report on Form 10-Q)</a>
3.2	<a href="#">Certificate of Amendment to the Amended and Restated Certificate of Incorporation dated August 23, 2024 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 10-Q)</a>
3.3	<a href="#">Third Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 10-Q)</a>
4.1	<a href="#">Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1)</a>
10.1*	<a href="#">Form of restricted stock unit award agreement under the Dynatrace, Inc. 2019 Equity Incentive Plan (financial performance-based)</a>
10.2*	<a href="#">Form of restricted stock unit award agreement under the Dynatrace, Inc. 2019 Equity Incentive Plan (TSR-based)</a>
10.3*	<a href="#">Form of restricted stock unit award agreement under the Dynatrace, Inc. 2019 Equity Incentive Plan (time-based)</a>
10.4	<a href="#">Dynatrace, Inc. Short-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 10-Q)</a>
10.5*	<a href="#">First Second Amendment dated as of June 17, 2024 September 17, 2024 to the Credit Agreement among Dynatrace LLC, Dynatrace, Inc. and the Lenders</a>
31.1*	<a href="#">Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934</a>
31.2*	<a href="#">Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934</a>
32.1**	<a href="#">Certifications of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are inline with the 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

\* Filed herewith.

\*\* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed "filed" for purposes of the Securities Exchange Act of 1934, or incorporated by reference into any filings made by the Registrant under the Securities Exchange Act of 1934, except to the extent that the Registrant specifically incorporates it by reference.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, who is duly authorized to sign on its behalf.

**DYNATRACE, INC.**

Date: August ~~November~~ 7, 2024

By: /s/ Rick McConnell

Rick McConnell  
Chief Executive Officer  
(Principal Executive Officer)

Date: August ~~November~~ 7, 2024

By: /s/ James Benson

James Benson  
Executive Vice President, Chief Financial Officer & Treasurer  
(Principal Financial Officer)

**FORM OF GLOBAL PERFORMANCE RESTRICTED STOCK UNIT  
UNDER THE DYNATRACE, INC.  
2019 EQUITY INCENTIVE PLAN**

Name of Grantee:	
Employee ID:	
No. of Restricted Stock Units:	
Grant Date:	
Grant Number:	

Pursuant to the Dynatrace, Inc. 2019 Equity Incentive Plan, as amended through the date hereof (the "Plan"), Dynatrace, Inc. hereby grants to the Grantee named above, subject to the restrictions and conditions for Grantees in countries outside the United States and any special terms and conditions for the Grantee's country, all of the Restricted Stock Units listed above (the "Target Award") to the Grantee named above, subject to the restrictions and conditions for Grantees in countries outside the United States and any special terms and conditions for the Grantee's country, all of the "Agreement"), and in the Plan. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.001 per share. The terms of the Plan shall have the meaning specified in the Plan, unless a different meaning is specified herein.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (a) the terms of the Agreement and (b) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Earning and Vesting of Restricted Stock Units. The Restricted Stock Units shall be eligible to become Earned Restricted Stock Units on the Vesting Date. The conditions of Paragraph 1 of this Agreement shall lapse with respect to such Earned Restricted Stock Units on the Vesting Date if the Grantee remains in a Service Relationship on such Dates, subject to any

suspension during leave of absence as provided in Section 15(c) of the Plan. If a series of Vesting Dates is specified, then the number of Earned Restricted Stock Units specified as vested on such date.

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2 and on Schedule 1.

3. Termination of Service Relationship. Except as may otherwise be set forth in Schedule 1 of this Agreement, if the Grantee is no longer in the Service Relationship on the date of satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall be forfeited. Neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further claim to such Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two (2) Business Days after the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan; Clawback Policy. Notwithstanding anything herein to the contrary, this Agreement shall be subject to 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 the terms of this Agreement, the terms of this Agreement shall prevail. However, this Agreement sets out specific terms for the Award, and those terms will prevail over more general terms of the Plan. The Grantee's rights with respect to this Award and any other award granted pursuant to this Plan shall in all events be subject to the terms of this Agreement and any agreement or arrangement with the Grantee. (including, without limitation, the Company's Compensation Recovery Policy (the "Policy") and the Company's Clawback Policy (the "Clawback Policy"). The Grantee acknowledges that the Grantee has reviewed, and is bound by the terms of, the Clawback Policy. No recovery of compensation for "good reason" or for a "constructive termination" (or similar terms) under any agreement between the Grantee and the Company shall be available to the Grantee.

6. Responsibility for Taxes.

(a) The Grantee acknowledges that, regardless of any action taken by the Company and/or, if different, the Affiliated Company, the Grantee is responsible for the payment of all taxes and tax withholding obligations that may be imposed on the Grantee in connection with the Award.

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otherwise provides services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits, and other taxes and tax withholding obligations (collectively, "Tax-Related Items") is and remains the Grantee's responsibility. The Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility, whether or not the Company or the Service Recipient is the entity that is required to pay such Tax-Related Items. The Grantee further acknowledges that the Company and/or the Service Recipient (i) make no representation or warranty as to the tax consequences of the Award, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure or modify the Award or the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is required to pay Tax-Related Items, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold from the Grantee's wages or other payments to the Grantee the amount of such Tax-Related Items.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Service Recipient, or their respective agents, to satisfy the Grantee's obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other payments to the Grantee; (ii) withholding from proceeds of the sale of shares of Stock acquired upon settlement of the Restricted Stock Units; (iii) withholding from the proceeds of the sale of shares of Stock arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent); (iii) withholding from the proceeds of the sale of shares of Restricted Stock Units; or (iv) any other method of withholding determined by the Company and permitted by applicable laws.

(c) The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering the applicable tax rates applicable in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in the event that the Grantee's obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Grantee shall be deemed to have satisfied the Grantee's obligation for Tax-Related Items, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

(d) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Grantee is required to pay and account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Grantee shall be deemed to have satisfied the Grantee's obligation for Tax-Related Items if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items and the Company or the Service Recipient has paid the Tax-Related Items from 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.

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7. Section 409A of the Code. To the extent the Grantee is a U.S. taxpayer, this Agreement shall be interpreted in such a manner as to exempt the Award from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. No Creation of Service Relationship; No Obligation to Continue Service Relationship. The grant of the Award shall not be construed as giving the Grantee the right to remain in a Service Relationship. Neither the Company or any Affiliate and shall not be construed as giving the Grantee the right to remain in a Service Relationship. Neither the Company or the Service Recipient, as applicable, to terminate the Service Relationship of the Grantee at any time.

9. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, suspended or terminated at any time; the Plan;

(b) the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

(d) the Grantee is voluntarily participating in the Plan;

(e) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from the Restricted Stock Units, shall be treated as part of the Grantee's total compensation;

(f) unless otherwise agreed with the Company, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units shall be granted as consideration for, or in connection with, the service the Grantee may provide as a director of an Affiliate;

(g) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from the Restricted Stock Units, shall be included in the Grantee's total compensation for the purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-employment or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the shares of Stock underlying the Restricted Stock Units is unknown, indeterminable, and subject to market fluctuations;

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(i) for purposes of the Award, the Grantee's Service Relationship will be considered terminated as of the date of the Grantee's termination by the Company or an Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the jurisdiction where the Grantee's employment or other service agreement, if any), and unless otherwise determined by the Company, the Grantee's right to receive Restricted Stock Units shall be extended by any notice period (e.g., the Grantee's period of service would not include any contractual notice period or any period of service in the jurisdiction where the Grantee provides services or the terms of the Grantee's employment or other service agreement, if any). The Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered an Affiliate);

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or the shares of Stock subject to the Restricted Stock Units, or from the termination of the Grantee's employment or other service agreement, for any reason whatsoever, whether or not later found to be invalid or in 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); and

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units shall not be transferred to, or assumed by, another company nor to be exchanged, cashed out, or otherwise disposed of, affecting the shares of Stock of the Company.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and shall supersede all other agreements, understandings or arrangements, written or oral, concerning such subject matter.

11. Data Privacy. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company and its Affiliates (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement. The Relevant Companies may use the Information as needed to administer the Plan and this Agreement. Please refer to the Company's Global Data Protection Policy for more information.

12. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an availability of clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company understands that the Company is under no obligation to register or qualify the shares of Stock subject to the Award with or clearance from any governmental authority for the issuance or sale of the Stock. Further, the Grantee agrees that the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award under any local, state, federal or foreign securities or other laws applicable to the issuance of the Stock without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of the Stock.

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exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental authority, which registration, qualification or approval the Company understands that the Company is under no obligation to register or qualify the shares of Stock subject to the Award with or clearance from any governmental authority for the issuance or sale of the Stock. Further, the Grantee agrees that the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award under any local, state, federal or foreign securities or other laws applicable to the issuance of the Stock without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of the Stock.

13. Appendix. Notwithstanding any provision in this Global Performance Restricted Stock Unit Award Agreement, the conditions for Grantees in countries outside the United States as well as any special terms and conditions for the Grantee's country of residence from the United States to a country outside the United States, or if the Grantee relocates between countries included in the Appendix, the 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 to comply with securities or other laws applicable to the issuance of the Stock.

14. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business, with a copy 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.

15. Waivers. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach by the Grantee or any other grantees.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware or any other jurisdiction (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.

17. Consent to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE 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 PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT IN ACCORDANCE WITH 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 HERE TO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED HERE TO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be unenforceable, the remaining provisions shall nevertheless be binding and enforceable.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Award and the Grantee's Units, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to comply with such requirements.





Name of Grantee:	
Employee ID:	
No. of Restricted Stock Units:	
Grant Date:	
Grant Number:	

Pursuant to the Dynatrace, Inc. 2019 Equity Incentive Plan, as amended through the date hereof (the "Plan"), Dynatrace, number of Restricted Stock Units listed above (the "Target Award") to the Grantee named above, subject to the restrictions and conditions for Grantees in countries outside the United States and any special terms and conditions for the Grantee's country, all the "Agreement"), and in the Plan. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.001 per share shall have the meaning specified in the Plan, unless a different meaning is specified herein.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (a) the Agreement and (b) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Earning and Vesting of Restricted Stock Units. The Restricted Stock Units shall be eligible to become Earned Restricted Stock Units on the Vesting Date. The conditions of Paragraph 1 of this Agreement shall lapse with respect to such Earned Restricted Stock Units on the Vesting Date if the Grantee remains in a Service Relationship on such Dates, subject to any

suspension during leave of absence as provided in Section 15(c) of the Plan. If a series of Vesting Dates is specified, then the number of Earned Restricted Stock Units specified as vested on such date.

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2 and on Schedule 1.

3. Termination of Service Relationship. Except as may otherwise be set forth in Schedule 1 of this Agreement, if the Grantee is terminated for cause, or if the Grantee voluntarily terminates his or her employment with the Company, or if the Grantee is terminated for reasons other than those specified in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further right to such Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two Business Days after the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan; Clawback Policy. Notwithstanding anything herein to the contrary, this Agreement shall be subject to 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 the terms of this Agreement, the terms of the Plan shall prevail. However, this Agreement sets out specific terms for the Award, and those terms will prevail over more general terms of the Plan. The Grantee's rights with respect to this Award and any other award granted pursuant to this Plan shall in all events be subject to the terms of the Plan. The Grantee acknowledges that the Company or a subsidiary may have under any Company or subsidiary clawback, forfeiture, or recovery agreement or arrangement with the Grantee. (including, without limitation, the Company's Compensation Recovery Policy (the "CRP") under Section 19(b)(1) of the U.S. Securities Exchange Act of 1934, as amended, and Rule 19b-4 thereunder, and Section 303A.14 of the NYSE listing rules). The Grantee acknowledges that the Grantee has reviewed, and is bound by the terms of, the Clawback Policy. No recovery of compensation shall be required for "good reason" or for a "constructive termination" (or similar terms) under any agreement between the Grantee and the Company.

6. Responsibility for Taxes.

(a) The Grantee acknowledges that, regardless of any action taken by the Company and/or, if different, the Affiliated Company,

otherwise provides services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits, and other taxes and expenses, including but not limited to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility. The Company or the Service Recipient. The Grantee further acknowledges that the Company and/or the Service Recipient (i) make no representation or warranty as to the tax consequences of the Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure or modify the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Service Recipient, or their respective agents, to make such arrangements on behalf of the Grantee, including but not limited to the following: (i) withholding from the Grantee's wages or other compensation payable to the Grantee; (ii) withholding from proceeds of the sale of shares of Stock acquired upon settlement of the Restricted Stock Units arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent); (iii) withholding from sales proceeds of Restricted Stock Units; or (iv) any other method of withholding determined by the Company and permitted by applicable laws.

(c) The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering the applicable tax rates in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in the future. 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 satisfied the obligation for Tax-Related Items, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

(d) 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 is required to account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Grantee shall use 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.

7. Section 409A of the Code. To the extent the Grantee is a U.S. taxpayer, this Agreement shall be interpreted in such a manner as to exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. No Creation of Service Relationship; No Obligation to Continue Service Relationship. The grant of the Award shall not create a Service Relationship between the Company or any Affiliate and shall not be construed as giving the Grantee the right to remain in a Service Relationship. Neither the Company nor the Service Recipient, as applicable, shall be obligated to terminate the Service Relationship of the Grantee at any time.

9. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, suspended, or terminated at any time at the discretion of the Company; and

(b) the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company or the Service Recipient, as applicable;

(d) the Grantee is voluntarily participating in the Plan;

(e) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from compensation;

(f) unless otherwise agreed with the Company, the Restricted Stock Units and the shares of Stock subject to the granted as consideration for, or in connection with, the service the Grantee may provide as a director of an Affiliate;

(g) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from the purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-retirement or welfare benefits or similar mandatory payments;

(h) the future value of the shares of Stock underlying the Restricted Stock Units is unknown, indeterminable, and

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(i) for purposes of the Award, the Grantee's Service Relationship will be considered terminated as of the date the Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the Grantee's employment or other service agreement, if any), and unless otherwise determined by the Company, the Grantee's right extended by any notice period (e.g., the Grantee's period of service would not include any contractual notice period or any period jurisdiction where the Grantee provides services or the terms of the Grantee's employment or other service agreement, if any). The Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units for any reason whatsoever, whether or not later found to be invalid or in 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); and

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the shares of Stock shall not be transferred, assigned, pledged, or otherwise disposed of, and the Restricted Stock Units and the shares of Stock shall not be exchanged, cashed out, or otherwise converted into cash or other assets, and the Restricted Stock Units and the shares of Stock shall not be affected by the shares of Stock of the Company.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and any other subject matter concerning such subject matter.

11. Data Privacy. In order to administer the Plan and this Agreement and to implement or structure future equity grants (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement. Information as needed to administer the Plan and this Agreement. Please refer to the Company's Global Data Protection Policy for more information.

12. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an applicable law applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Restricted Stock Units under any local, state, federal or foreign securities or

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exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental agency, which registration, qualification or approval the Company may require.





**FORM OF GLOBAL RESTRICTED STOCK UNIT AWARD  
UNDER THE DYNATRACE, INC.  
2019 EQUITY INCENTIVE PLAN**

Name of Grantee:	
Employee ID:	
No. of Restricted Stock Units:	
Grant Date:	
Grant Number:	

Pursuant to the Dynatrace, Inc. 2019 Equity Incentive Plan as amended through the date hereof (the "Plan"), Dynatrace, Inc. hereby grants the Restricted Stock Units listed above (an "Award") to the Grantee named above, subject to the restrictions and conditions set forth herein, including those set forth outside the United States and any special terms and conditions for the Grantee's country, all as set forth in the Appendix attached hereto. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.001 per share (the "Stock") of the Company. The Award is subject to the Plan, unless a different meaning is specified herein.

1. **Restrictions on Transfer of Award.** This Award may not be sold, transferred, pledged, assigned or otherwise encumbered with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (a) the term of the Award Agreement and (b) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. **Vesting of Restricted Stock Units.** The restrictions and conditions of Paragraph 1 of this Agreement shall lapse only as the Grantee remains in a Service Relationship on such Dates, subject to any suspension during leave of absence as provided in the Plan. The restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as follows:

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2 and on Schedule 1.

3. **Termination of Service Relationship.** Except as may otherwise be set forth in Schedule 1 of this Agreement, if the Grantee ceases to be in a Service Relationship (for whatever reason, including termination for cause or without cause, resignation, or death), the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall be forfeited. Neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further claim or right to any Restricted Stock Units.

4. **Issuance of Shares of Stock.** As soon as practicable following each Vesting Date (but in no event later than two business days after the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. **Incorporation of Plan; Clawback Policy.** Notwithstanding anything herein to the contrary, this Agreement shall be subject to 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 Plan shall prevail. However, this Agreement sets out specific terms for the Award, and those terms will prevail over more general terms of the Plan.

such terms. The Grantee's rights with respect to this Award and any other award granted pursuant to this Plan shall in all events necessary to comply with any right that the Company or a subsidiary may have under any Company or subsidiary clawback, forfeiture agreement or arrangement with the Grantee. (including, without limitation, the Company's Compensation Recovery Policy (the "19(b)(1) of the U.S. Securities Exchange Act of 1934, as amended, and Rule 19b-4 thereunder, and Section 303A.14 of the NYSE acknowledges that the Grantee has reviewed, and is bound by the terms of, the Clawback Policy. No recovery of compensation for "good reason" or for a "constructive termination" (or similar terms) under any agreement between the Grantee and the Company.

6. Responsibility for Taxes.

(a) The Grantee acknowledges that, regardless of any action taken by the Company and/or, if different, the Affiliate provides services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax participation in the Plan and legally applicable to the Grantee ("Tax-

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Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of shares of Stock acquired pursuant to such and are under no obligation to structure or administer the terms of the grant or any aspect of the Restricted Stock Units to reduce particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Service Recipient, or their respective obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or the Service Recipient; (ii) withholding from proceeds of the sale of shares of Stock acquired upon settlement of the Restricted Stock Units arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent); (iii) withholding from sales of Restricted Stock Units; or (iv) any other method of withholding determined by the Company and permitted by applicable laws.

(c) The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering applicable tax rates applicable in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in the event the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Grantee shall be deemed to have satisfied its obligation for Tax-Related Items, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

(d) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Grantee is required to account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Grantee shall use 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.

7. Section 409A of the Code. To the extent the Grantee is a U.S. taxpayer, this Agreement shall be interpreted in such a manner that the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A.

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the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A.

8. No Creation of Service Relationship; No Obligation to Continue Service Relationship. The grant of the Award shall not be construed as giving the Grantee the right to remain in a Service Relationship. Neither the Company or any Affiliate and shall not be construed as giving the Grantee the right to remain in a Service Relationship. Neither the Company or the Service Recipient, as applicable, to terminate the Service Relationship of the Grantee at any time.

9. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, suspended or terminated at any time; the Plan;

(b) the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

(d) the Grantee is voluntarily participating in the Plan;

(e) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from the Restricted Stock Units, shall be treated as part of the Grantee's total compensation;

(f) unless otherwise agreed with the Company, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units shall be granted as consideration for, or in connection with, the service the Grantee may provide as a director of an Affiliate;

(g) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from the Restricted Stock Units, shall be included in the Grantee's total compensation for the purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-employment or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the shares of Stock underlying the Restricted Stock Units is unknown, indeterminable, and subject to market risk;

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(i) for purposes of the Award, the Grantee's Service Relationship will be considered terminated as of the date of the Grantee's termination by the Company or an Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the jurisdiction where the Grantee's employment or other service agreement, if any), and unless otherwise determined by the Company, the Grantee's right to receive Restricted Stock Units shall be extended by any notice period (e.g., the Grantee's period of service would not include any contractual notice period or any period of service in the jurisdiction where the Grantee provides services or the terms of the Grantee's employment or other service agreement, if any). The Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered an Affiliate);

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or the shares of Stock subject to the Restricted Stock Units, for any reason whatsoever, whether or not later found to be invalid or in 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); and

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units shall not be transferred to, or assumed by, another company nor to be exchanged, cashed out, or otherwise disposed of, affecting the shares of Stock of the Company.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and shall supersede all other agreements, understandings or arrangements, written or oral, concerning such subject matter.

11. Data Privacy. In order to administer the Plan and this Agreement and to implement or structure future equity grants under the Plan, the Company and its Affiliates (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement. The Relevant Companies may use the Information as needed to administer the Plan and this Agreement. Please refer to the Company's Global Data Protection Policy for more information.

12. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an availability of clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company understands that the Company is under no obligation to register or qualify the shares of Stock subject to the Award with or clearance from any governmental authority for the issuance or sale of the Stock. Further, the Grantee agrees that the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award under any local, state, federal or foreign securities or other laws applicable to the issuance of the Stock without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of the Stock.

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exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental authority, which registration, qualification or approval the Company understands that the Company is under no obligation to register or qualify the shares of Stock subject to the Award with or clearance from any governmental authority for the issuance or sale of the Stock. Further, the Grantee agrees that the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award under any local, state, federal or foreign securities or other laws applicable to the issuance of the Stock without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of the Stock.

13. Appendix. Notwithstanding any provision in this Global Restricted Stock Unit Award Agreement, the Restricted Stock Unit Award shall be subject to the terms and conditions of the Appendix, including any special terms and conditions for the Grantee's country, all as set forth in the Appendix. If the Grantee relocates between countries included in the Appendix during the term of the Award, the 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 in the best interests of the Company.

14. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business, with a copy 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.

15. Waivers. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach by the Grantee or any other grantees.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware or any other jurisdiction that would cause the application of the laws of any other jurisdiction.

17. Consent to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE 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 PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT IN ACCORDANCE WITH 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 HERE TO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED HERE TO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be unenforceable, the remaining provisions shall nevertheless be binding and enforceable.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Award and the Grantee, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to comply with such requirements.

necessary to accomplish the foregoing.

20. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents relating to this Agreement by electronic delivery. The Grantee hereby consents to receive such documents by electronic delivery and agrees to accept this Agreement or otherwise procedures established and maintained by the Company or a third party designated by the Company.

**DYNATRACE, INC.**

By: \_\_\_\_\_

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#### SCHEDULE 1

*[Insert vesting information]*

To the extent the parties to a Change in Control (as defined below) do not provide for the assumption, continuation or substitution of the Grantee's employment with the Company through the effective time of the Change in Control, all Unvested Equity Awards as of the effective time of the Change in Control shall immediately accelerate and, if applicable, become fully exercisable or nonforfeitable as of the effective time of the Change in Control. For purposes of this Agreement, "Change in Control" means a change in control of the Company as defined in the applicable agreement (as amended from time to time, the "Executive Agreement"); *provided that* if the Grantee's Executive Agreement does not define "Change in Control," "Change in Control" means a change in control of the Company as defined in the applicable agreement. "Unvested Equity Awards" means the Restricted Stock Units subject to this Award and all other restricted stock unit awards, stock options and restricted stock awards held by the Grantee immediately prior to the effective time of the Change in Control or Date of Termination, as applicable.

Notwithstanding anything to the contrary set forth in Paragraph 3 of the Agreement, if the Grantee's employment is terminated by the Company (as defined in the Executive Agreement) or by the Grantee for Good Reason (as defined in the Executive Agreement), and the Date of Termination (as defined in the Executive Agreement) occurs within 12 months after the occurrence of the first event constituting a Change in Control (such period, the "Change in Control Period"), and the Separation Agreement and Release becoming fully effective, all Unvested Equity Awards shall immediately accelerate and, if applicable, become fully exercisable or nonforfeitable as of the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); *provided that* if the Grantee's Executive Agreement does not define "Accelerated Vesting Date," "Accelerated Vesting Date" means the Date of Termination until the Accelerated Vesting Date at which point the Unvested Equity Awards shall vest. For purposes of this Agreement, "Date of Termination" means the date on which the Grantee's employment with the Company is terminated by the Company or the Grantee for Good Reason (as defined in the Executive Agreement) or the date on which the Separation Agreement and Release becomes fully effective, whichever is later. For the purposes of this Agreement, "Change in Control" means a change in control of the Company as defined in the applicable agreement (as amended from time to time, the "Executive Agreement"); *provided that* if the Grantee's Executive Agreement does not define "Change in Control," "Change in Control" means a change in control of the Company as defined in the applicable agreement. "Unvested Equity Awards" means the Restricted Stock Units subject to this Award and all other restricted stock unit awards, stock options and restricted stock awards held by the Grantee immediately prior to the effective time of the Change in Control or Date of Termination, as applicable.

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avoidance of doubt, there will be no accelerated vesting unless and until the Grantee signs the Separation Agreement and Release becomes effective.

Notwithstanding anything to the contrary set forth in Paragraph 3 of the Agreement, if the Grantee's Service Relationship is terminated, any Unvested Equity Awards held by the Grantee that are subject only to time-based vesting shall, unless otherwise provided in an applicable agreement, be treated as if they were a number of such Unvested Equity Awards that would have vested during the 12-month period following the Date of Termination. If the Grantee is disabled under a long-term disability policy of the Company or an applicable Subsidiary or, if no such policy applies, the Grantee is determined to have a medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a portion of this Award or any other time-based Unvested Equity Award that does not accelerate and vest pursuant to this paragraph.

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#### **FIRST ~~SECOND~~ AMENDMENT TO CREDIT AGREEMENT**

THIS FIRST ~~SECOND~~ AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of ~~June 17, 2024~~ September 17, 2024, by and between the company (the "Borrower"), the Lenders party hereto (which constituting the Required Lenders as of the Second Amendment Effective Date), Bank N.A.), a national banking association, as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise specified, the terms and conditions herein shall have the meanings ascribed to them in the Amended Credit Agreement (as hereinafter defined) as modified hereby.

A. WHEREAS, the Borrower, DYNATRACE INTERMEDIATE LLC, a Delaware limited liability company ("Holdings"), each other (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement, dated as of December 2, 2024 and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

B. WHEREAS, the Administrative Agent Borrower has requested to amend the Credit Agreement in order to allow for certain "Swiss Joinders" on the terms and the Borrower have agreed that a Benchmark Transition Event (as defined in the Existing Credit Agreement) ("CDOR Transition Event Section 2") has occurred; hereof;

C. WHEREAS, pursuant to Section ~~4.08~~ 13.03 of the Existing Credit Agreement, the Borrower, the Consenting Lenders party (Amendment Effective Date) and the Administrative Agent have agreed to amend the Existing Credit Agreement to effect allow the Benchmark Replacement Conforming Changes Swiss Joinders as provided for herein (the Existing Credit Agreement as amended hereby, the "Amended Credit Agreement");

D. WHEREAS, subject to the terms and conditions herein, the parties hereto have agreed to amend the Existing Credit Agreement to effect allow the Benchmark Replacement Conforming Changes Swiss Joinders as provided for herein (the Existing Credit Agreement as amended hereby, the "Amended Credit Agreement");

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of the Amended Credit Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, hereby agree as follows:

#### 1. Amendments to Existing Credit Agreement. Agreement.

(a) Subject to the satisfaction of the conditions set forth in Section 3.2 hereof, as of the First ~~Second~~ Amendment Effective Date, the Administrative Agent shall, on the date of the Second Amendment Effective Date, (y) deleting the stricken text (indicated textually in the same manner as the following example: stricken text), and (z) adding the following text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Exhibit A attached hereto. hereto; and

(b) A new Schedule 1.01 is hereby added in the form attached hereto as Exhibit B.

2. Notice. To the extent that the Administrative Agent is required (pursuant to the Existing Credit Agreement) to provide notice to the Lenders of (i) the implementation of a Benchmark Replacement or (ii) the effectiveness of Benchmark Replacement Conforming Changes, this Amendment shall be deemed to constitute such notice.

3. Effectiveness. This Amendment shall become effective on the date each of the following conditions precedent have been satisfied:



(a) Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts) shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or manually executed counterpart of this Amendment.

(b) Severability of Provisions. Any provision hereof which is unenforceable in any jurisdiction shall, as to such jurisdiction, be severed from the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Amendment are intended to be controlling and to be limited to the extent necessary so that they will not render this Amendment invalid or unenforceable.

(c) Incorporation. On and after the First **Second** Amendment Effective Date, this Amendment shall form a part of the Amended Credit Agreement as hereby modified. Upon the effectiveness of this Amendment, each reference in the Amended Credit Agreement to "this Agreement" or words of similar import shall mean and be a reference to the Amended Credit Agreement.

(d) Notices. All notices relating to this Amendment shall be delivered in the manner and subject to the provisions set forth in the Amended Credit Agreement.

(e) Loan Document. For the avoidance of doubt, this Amendment shall constitute a Loan Document. **Document**

(f) No Use of Proceeds in Switzerland. Holdings and the Borrower shall ensure that no proceeds of any Loan shall be on-lent to or indirect subsidiaries incorporated in Switzerland, including the Swiss Subsidiaries, and/or any of the Borrower's direct or indirect subsidiaries resident pursuant to article 0 of the Swiss Withholding Tax Act, or, will otherwise be used or made available, directly or indirectly in

each case in a manner which would constitute a "use or proceeds in Switzerland" (Mittelverwendung in der Schweiz) as interpreted in the Amended Credit Agreement, unless and until a written confirmation or countersigned tax ruling application from the Swiss Federal Tax Administration has been obtained, and that such use of proceeds is permitted without payments under any Loan Document becoming subject to Swiss Withholding Tax.

*[Signatures Immediately Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

**BORROWER:**

DYNATRACE LLC

By: /s/ James Benson

Name: James Benson

Title: Chief Financial Officer and Treasurer

**[Signature Page to Second]**

[Signature Page to First .

[Signature Page to First .

Exhibit A

[Attached]

**Credit Agreement**

Dated as of December

among

**Dynatrace LL**

The Guarantors from time to t

the Lenders from time to tin

and

**BMO HARRIS-BAN**  
as Administrative

**BMO Capital Marke**  
**BOFA SECURITIES**  
**PNC CAPITAL MARK**  
**SANTANDER BANI**

AND

**RBC CAPITAL MARK**  
as Joint Lead Arrangers and J

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*[Signature Page to Secon*

**LENDERS:**

**PNC NATIONAL BANK, NATIONAL ASSOCIATIO**

By: /s/ Fernando Gil  
Name: Fernando Gil  
Title: Vice President

*[Signature Page to Second*

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**LENDERS:**

JPMorgan Chase Bank, N.A., as a Consenting Lender

By: /s/ Inderjeet Aneja  
Name: Inderjeet Aneja  
Title: Executive Director

*[Signature Page to Second*

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**LENDERS:**

ROYAL BANK OF CANADA, as a Consenting Lender

By: /s/ Stacy Sunshine Gola  
Name: Stacy Sunshine Gola  
Title: Authorized Signatory

*[Signature Page to Second*

---

**LENDERS:**

SANTANDER BANK, N.A., as a Consenting Lender

By: /s/ Brady Portaro  
Name: Brady Portaro  
Title: Senior Vice President

[Signature Page to Second

**LENDERS:**

Bank of America, N.A., as a Consenting Lender

By: /s/ James Haack  
Name: James Haack  
Title: Director

[Signature Page to Second

**Credit Agreement**

Dated as of December

(AS AMENDED BY THE FIRST AMENDMENT TO CREDIT AGREEMENT, DATED AS OF ~~2023~~  
DATED AS OF

among

**Dynatrace LLC**

The Guarantors from time to time

the Lenders from time to time

and

**BMO**

as Administrative Agent

**BMO Capital Markets**

**BOFA Securities**

**PNC Capital Markets**

**SANTANDER BANK**

AND

**RBC CAPITAL MARKETS**

as Joint Lead Arranger

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  - Exhibit I — Form of Increase Request

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This Credit Agreement is entered into as of December 2, 2022 (“Holdings”), Dynatrace LLC, a Delaware limited liability company (the “party to this Agreement, as Guarantors, the several financial institutions (“BMO”), as Administrative Agent as provided herein.

Preliminary State

Whereas, the Borrower has requested that the Lenders party h Agreement, in the form of revolving credit commitments in the aggregate

Whereas, in connection with the foregoing and as an induceme Borrower has agreed to secure all of its Secured Obligations by grantin certain of the Borrower’s assets, including a pledge of the capital stock a

Whereas, in connection with the foregoing and as an inducement agreed to guarantee the Secured Obligations and to secure their resp Lenders, a first priority lien on certain of their respective assets, inclu respective Subsidiaries.

Now, Therefore, in consideration of the mutual agreements conta of which are hereby acknowledged, the parties hereto hereby agree as fo

ARTICLE I Definitions; Interpretation.

Section 1.01 Definitions Definitions. The following terms when u

“Acquired Business” means the entity or assets acquired by the B

“Acquisition” means any transaction or series of related transactio substantially all of the assets of a Person, or of any business or division ( interests, membership interests or equity of any Person (other than i Subsidiary, or (c) a merger or consolidation or any other combination v Borrower or another Loan Party is the surviving entity.

“Adjusted Term CORRA Rate” means, for purposes of any calcul 0.29547% (for a one-month Interest Period) or 0.32138% (for a three-mo

Rate as so determined would be less than the Floor, such rate shall be deemed to be equ

“Adjusted EBITDA” means, with reference to any period,

(a) Net Income for Holdings, the Borrower and its Restr and investments and other Pro Forma Events) for such period, plus

(b) without duplication and to the extent deducted in any other clause (v) below and other than clause (v) below), amounts in respect of:

(i) consolidated interest charges for such period;

(ii) provision for taxes based on income, profits, value added and similar taxes, property taxes and similar any future taxes or other levies that replace or are intended from tax examinations) and the net tax expense associated with such payments to a parent company of Holdings in respect of such period;

(iii) total depreciation and amortization expenses for such period;

(iv) (A) non-cash costs and expenses relating to such period, to the extent that such costs or expenses are not reflected in the contribution to the capital of, Holdings as cash common equity; Borrower as cash common equity;

(v) the amount of expected cost savings, operating expenses and synergies related to Pro Forma Events, which are (x) actions with respect to which substantial steps have been taken by Borrower within eighteen (18) months after such Pro Forma Basis as the amount of such cost savings, improvements and initiatives and expenses and synergies net of the amount of actual benefits realized during such period, as reported in the diligence quality of earnings report made available to the Borrower, (i) nationally recognized or (ii) reasonably acceptable to the Borrower;

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being understood and agreed that any of the "Big Four" accounting firms are a member firm of the PCAOB, as defined in Article 11 of Regulation S-X promulgated under the Commission (or any successor agency) in an aggregate amount that does not exceed the Adjusted EBITDA Cap; clause (b)(ix), not to exceed the Adjusted EBITDA Cap;

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(vi) (x) the aggregate amount of all other non-cash items;

(i) purchase accounting adjustments under ASC 805, (ii) income for such period, but for the application of purchase accounting adjustments and non-cash expense relating to the vesting of warrants and non-cash expense relating to the vesting of warrants (ii) and excluding any such non-cash items, write-downs, pursuant to GAAP, an accrual of a reserve for cash charge-offs, exchange adjustment and net non-cash exchange, translation and other non-cash items;

and exchange rate fluctuations and (z) cash charges resu  
by Holdings or the Borrower or any restricted subsidiary in

(vii) (w) costs and expenses related to the admir  
to the Administrative Agent or any of the Lenders or other  
paid by any of the Loan Parties, (x) fees, costs, accrual  
costs and expenses) or charges relating to the Transactio  
the de-listing of public targets and compliance with public  
issuance, consolidation, restructurings, recapitalization  
modifications, restatements, waivers, forbearances or oth  
fees and any refinancing of such Indebtedness, unamc  
Indebtedness (in each case, whether or not consummat  
costs and expenses related thereto)), including, without li  
incurred in connection with the termination of any hedging

(viii) director fees and expenses paid to directors

(ix) restructuring charges, integration charges, re  
other equity-based compensation expenses (including, in  
paid (including, without limitation, any payroll or employme

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with, or as a result of, any distribution being made to shareholders, severanc  
benefits, business optimization expenses and carve-ou  
enhanced accounting function or other transaction costs, i  
when taken together with the addbacks in clause (b)(v) in

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(x) losses due to foreign exchange adjustment  
fluctuations;

(xi) charges, losses or expenses of Holdings, th  
(x) deducted in determining Net Income and (y) reimburse  
Restricted Subsidiaries or any owners, directly or indire  
expected to be so reimbursed or paid within 365 days of  
amount (i) has not been denied by the applicable carrier  
liability was discovered or such casualty event or busin  
insurance), an indemnity or guaranty or any other reimt  
restricted subsidiary to the extent such reimbursement or  
by Holdings, the Borrower or such restricted subsidiary wi  
the subsequent calculation period or (B) if reimbursed or  
period, such amount shall not be permitted to be added be

(xii) any extraordinary, unusual or non-recurring c

(xiii) [reserved];

(xiv) earn-out obligations incurred in connection period;

(xv) losses from discontinued operations;

(xvi) net unrealized losses from hedging agreement application of Accounting Standard Codification Topic 815

(xvii) any net loss included in the Net Income Standards Codification Topic 810-10-45 ("Topic 810");

(xviii) the amount of any minority interest expense parties in any non-wholly owned

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subsidiary deducted in calculating Net Income (and not added back in such period)

(xix) losses, charges and expenses attributable disposition of any equity interests of any Person other than

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(c) the following to the extent included in calculating Net

(i) federal, state, local and foreign income tax Guarantor during such period;

(ii) all non-cash items increasing Net Income (other than business and any non-cash gains with respect to cash and EBITDA in such prior period);

(iii) all gains (whether cash or non-cash) resulting

(iv) net unrealized gains from hedging agreement application of Accounting Standard Codification Topic 815

(v) the amount of any minority interest income or any non-wholly owned subsidiary added to Net Income (and

(vi) any net income included in Net Income attributable to the extent of any actual cash distributions or other amounts attributable to such non-controlling interests);

(vii) any amounts added to Adjusted EBITDA plus expected reimbursements to the extent such reimbursements were not received during such period;

(viii) any extraordinary, unusual or non-recurring

(ix) unrealized gains due to foreign exchange and rate fluctuations;

(x) gains from discontinued operations; and

(xi) capitalization research and development costs

“Adjusted EBITDA Cap” means, with respect to amounts added to Adjusted EBITDA, a cap equal to an aggregate

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amount not to exceed 20% of Adjusted EBITDA in the applicable period (calculated before any

“Adjusted EURIBO Rate” means, with respect to any Term Benchmark annum equal to (a) the EURIBO Rate for such Interest Period multiplied so determined

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would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purpose

“Adjusted Term SOFR” means with respect to any tenor, the per annum Adjusted Term SOFR determined as provided above shall ever be less than

“Administrative Agent” means BMO Harris Bank, N.A., in its capacity pursuant to Section 10.06.

“Administrative Questionnaire” means an Administrative Questionnaire

“Affected Financial Institution” means (a) any EEA Financial Institution

“Affiliate” means, with respect to a specified Person, at any time Controls or is Controlled by or is under common Control with the Person

“Agreed Currencies” means Dollars and each Agreed Foreign Currency

“Agreed Foreign Currency” means any of Euros, Pounds Sterling

“Agreed Foreign Currency Cap” is defined in Section 2.02.

“Agreement” means this Credit Agreement, as the same may be amended in accordance with the terms hereof.

“Anti-Corruption Law” means the FCPA and any law, rule or regulation applicable to any Loan Party or any Subsidiary or Affiliate.

“Applicable Margin” means, with respect to Loans, Reimbursement Section 3.01(a), (i) from and after the Closing Date until the first Pricing Date to the next the Applicable Margin means the rates per annum

Level	Total Leverage Ratio for Such Pricing Date	Applicable Margin for Base Rate Loans and Reimbursement Obligations
I	Less than 1.0 to 1.0	0.00%

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Level	Total Leverage Ratio for Such Pricing Date	Reimbursement Obligations shall be:	Applicable Margin for Base Rate Loans and Reimbursement Obligations
	Less than 1.0 to 1.0	0.00%	1.00%
II	Less than 2.0 to 1.0 but greater than or equal to 1.0 to 1.0	0.25%	1.25%
III	Less than 3.0 to 1.0 but greater than or equal to 2.0 to 1.0	0.50%	1.50%
IV	Greater than or equal to 3.0 to 1.0	0.75%	1.75%

For purposes hereof, the term “Pricing Date” means, for any fiscal quarter of the Borrower, the date of receipt of the Borrower’s most recent financial statements (and, in the case of the year-end financial statements, audit report) are required to be delivered under [Section 8.05](#). The Applicable Margin shall be established based on the Total Leverage Ratio for a Pricing Date shall remain in effect until the next Pricing Date. If the Borrower has not delivered the year-end financial statements, audit report) are required to be delivered under [Section 8.05](#), the Applicable Margin shall be the highest Applicable Margin (i.e., Level IV shall apply). If the Borrower has not delivered the year-end financial statements, the Applicable Margin shall be determined on the date of delivery of such financial statements. The Applicable Margin shall be in effect from the Pricing Date that occurs immediately after the end of the Pricing Date. Each determination of the Applicable Margin made by the Administrative Agent in accordance with this Section shall be final and binding on the Lenders if reasonably determined.

“Application” is defined in [Section 2.03\(b\)](#).

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) a Fund that is managed by a Lender.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender or the Borrower that is required by [Section 13.02\(b\)](#), and

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accepted by the Administrative Agent, in substantially the form of [Exhibit G](#) or any other form approved by the Administrative Agent.

“*Available Tenor*” means, as of any date of determination and with respect to the then-current Benchmark (or component thereof) that is or may be used for determining the length of a period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and then-removed from the definition of “Interest Period” pursuant to [Section 4.08\(d\)](#).

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“*Bail-in Action*” means the exercise of any Write-Down and Conversion Powers by the Institution.

“*Bail-In Legislation*” means (a) with respect to any EEA Member Country implementing the European Union, the implementing law, regulation rule or requirement for such EEA Member State and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking (Resolution) Act 2019 and any secondary legislation applicable in the United Kingdom relating to the resolution of unsound or failing banks, including liquidation, administration or other insolvency proceedings).

“*Bank Product Obligations*” of the Loan Parties and their Restricted Subsidiaries means obligations whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications).

“*Bank Products*” means each and any of the following bank products and services provided by the Loan Parties or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards”), (b) cash management, and treasury management services (including, without limitation, controlled disbursement services and interstate depository network services).

“*Base Rate*” means, for any day, a fluctuating rate per annum equal to the greatest of (a) the Prime Rate in effect on such day plus 0.50%, (b) the Term SOFR for a one month interest period on such day plus 1.00% and (c) 1.00%. Any change in the Base Rate due to a change in the prime rate or the Federal Funds Rate, respectively.

“*Base Rate Loan*” means a Loan bearing interest at a rate specified in [Section 2.04\(a\)](#).

“*Benchmark*” means, initially, the Relevant Rate for such Agreed Currency; provided that a Benchmark Replacement has occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, the Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark.

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“*Benchmark Replacement*” means, either of the following to the extent selected by Administrative Agent:

- (a) with respect to the replacement of Term SOFR, the sum of (i) Daily Simple SOFR for the term of the Loan and (ii) the sum of (i) the alternate benchmark rate that has been reasonably selected by Administrative Agent or a replacement benchmark rate or the mechanism for determining a benchmark rate as a replacement benchmark rate and (ii) the then-prevailing market convention for determining a benchmark rate as a replacement benchmark rate;
- (b) the sum of: (i) the alternate benchmark rate that has been reasonably selected by Administrative Agent or a replacement benchmark rate or the mechanism for determining a benchmark rate as a replacement benchmark rate and (ii) the then-prevailing market convention for determining a benchmark rate as a replacement benchmark rate;

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“Benchmark Transition Event” means the occurrence of one or more of the following events:

(a) a public statement or publication of information by or on behalf of the administrator (or such component thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) provided that, at the time of such statement or publication, there is no successor administrator for such Benchmark (or such component thereof) such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) are not, or as of a specified future date will no longer be, representative.

(b) a public statement or publication of information by the regulatory supervisor (or such component thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insured depository institution (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component), which states that the administrator (or such component thereof) will no longer be able to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) are not, or as of a specified future date will no longer be, representative.

(c) a public statement or publication of information by the regulatory supervisor (or such component thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) are not, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred if the information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or such component thereof).

“Benchmark Unavailability Period” means the period (if any) (a) beginning at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any applicable law, and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any applicable law.

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Section 4.08 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any applicable law, and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any applicable law.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership of the Borrower.

“Beneficial Ownership Regulation” means 31 CFR § 1010.230.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, the Bank Holding Company Act of 1956).

“Borrower” is defined in the introductory paragraph of this Agreement.

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“Borrowing” means the total of Loans of the same Type advanced, continued for an aggregate amount of up to the Revolving Facility Limit, by all Lenders under the Revolving Facility on a single date and, in the case of Term Benchmark Loans, the total of Term Benchmark Loans made ratably from each of the Lenders under the Revolving Facility according to their Percentages of Contributions. The amount of funds comprising such Borrowing to the Borrower, is “continued” on the date a new Interest Period begins. When such Borrowing is changed from one type of Loans to the other, all as determined pursuant to the procedures set forth in Section 2.07.

“*Business Day*” means any day (other than a Saturday or Sunday) on which banks are open for business. “*Business Day*” shall mean (i) in relation to RFR Loans and any interest rate settings, funding and distribution payments, any day which is a TARGET2 Day and (ii) in relation to the calculation or computation of the applicable Relevant Rate, any day (other than a Saturday or Sunday) on which currency are conducted by and between banks in the London or other applicable offshore interbank market.

“*Canadian Dollars*” means freely transferable lawful money of Canada (expressed in Canadian Dollars).

“*Capital Expenditures*” means, with respect to any Person for any period, the aggregate amount of expenditures made by such Person during that period for the acquisition of fixed or capital assets or additions to property, plus the amount of any such expenditures which in each case are or are required to be capitalized on the balance sheet of such Person in accordance with GAAP.

“*Capital Lease*” means any lease of Property which in accordance with GAAP is required to be capitalized on the balance sheet of such Person in accordance with GAAP.

“*Capitalized Lease Obligation*” means, for any Person, the amount of the liability shown on the balance sheet of such Person in accordance with GAAP.

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“*Cash Collateralize*” means, to pledge and deposit with or deliver to the Administrative Agent, cash, U.S. Government securities, or other collateral acceptable to the Administrative Agent to secure the L/C Obligations or obligations of Lenders to fund participations in respect of L/C Obligations, or to secure the obligations of the Administrative Agent or, if the Administrative Agent and each applicable L/C Issuer, to issue L/Cs, in favor of the Administrative Agent or, if the Administrative Agent and each applicable L/C Issuer, in favor of the Administrative Agent and each applicable L/C Issuer, and the documentation in form and substance reasonably satisfactory to the Administrative Agent and each applicable L/C Issuer, and the foregoing shall include the proceeds of such cash collateral and other credit support.

“*Cash Equivalents*” means (a) marketable direct obligations issued by, or unconditional obligations of, the United States, in each case maturing within one (1) year from the date of acquisition thereof, (b) obligations guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof, (c) commercial paper maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof so long as such bank has combined capital and surplus of not less than \$250,000,000, (d) certificates of deposit, time deposits, or other deposits maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof so long as such bank has combined capital and surplus of not less than \$250,000,000, (e) deposit accounts maintained with any bank organized under the laws of the United States or any state thereof so long as such bank is a member of the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank or securities dealer having combined capital and surplus of not less than \$250,000,000, having a term of not more than one (1) year from the date of acquisition thereof, and (g) investments in money market funds that comply with the criteria set forth in clause (a) or (d) above, and (h) investments in money market funds that comply with the criteria set forth in clause (a) or (d) above.

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state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof, (c) commercial paper maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof so long as such bank has combined capital and surplus of not less than \$250,000,000, (d) certificates of deposit, time deposits, or other deposits maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof so long as such bank has combined capital and surplus of not less than \$250,000,000, (e) deposit accounts maintained with any bank organized under the laws of the United States or any state thereof so long as such bank is a member of the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank or securities dealer having combined capital and surplus of not less than \$250,000,000, having a term of not more than one (1) year from the date of acquisition thereof, and (g) investments in money market funds that comply with the criteria set forth in clause (a) or (d) above, and (h) investments in money market funds that comply with the criteria set forth in clause (a) or (d) above.

“*CBR Loan*” means a Loan that bears interest at a rate determined by reference to the CBR.

“*Central Bank Rate*” means, (A) the greater of (i) for any Loan denominated in (a) Sterling, the Bank of England (or any successor thereto) from time to time, (b) euro, one of the following, at the discretion of the Administrative Agent: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), each



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(c) Dynatrace, Inc. shall cease to beneficially own and control, directly or indirectly, 100% on a f

“*Closing Date*” means the date of this Agreement or such later Business Day upon which acceptable to the Administrative Agent in its discretion.

“*CME Term SOFR Administrator*” means CME Group Benchmark Administration Limited (SOFR) (or a successor administrator selected by the Administrative Agent in its reasonable dis

“*Code*” means the Internal Revenue Code of 1986, as amended, and any successor sta

“*Collateral*” means all properties, rights, interests, and privileges from time to time subject by the Collateral Documents; *provided* that in no event shall the Excluded Property constitute C

“*Collateral Account*” is defined in [Section 9.04](#).

“*Collateral Documents*” means the Security Agreement, and all other security agreements as shall from time to time secure or relate to the Secured Obligations or any part thereof.

“*Collateral Reinstatement Event*” means the occurrence, at any time after the completion of issuing a corporate family rating of Holdings and its Subsidiaries less than Baa3 or BBB-

“*Collateral Release*” is defined in [Section 10.12](#).

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“*Commodity Exchange Act*” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.),

“*Company Stock*” means the common stock of the Borrower that constitutes Margin Sto

“*Conforming Changes*” means with respect to either the use or administration of any Te Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period,” the definition of “U.S. Government Securities Business Day”, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and technical, administrative or operational matters) that the Administrative Agent decides (in implementation of any such rate or to permit the use and administration thereof by the Administrative Agent decides that adoption of any portion of such market practice is not administrative for the administration of any such rate exists, in such other manner of administration as the necessary in connection with the administration of this Agreement and the other Loan Document

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“Control” means the possession, directly or indirectly, of the power to direct or cause the exercise of voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings similar to “Control.”

“Controlled Group” means all members of a controlled group of corporations and all entities that, together with any Loan Party, are treated as a single employer under Section 414 of the Code.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada.

“CORRA Administrator” means the Bank of Canada (or any successor administrator).

“Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in the Code, or “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” is defined in [Section 13.24](#).

“Credit Event” means the advancing of any Loan, or the issuance of, or extension of the term of, any L/C Obligation.

“Credit Exposure” means, as to any Lender at any time, the aggregate principal amount of all L/C Obligations at such time.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate selected or recommended by the Relevant Government Authority, in accordance with the conventions for this rate selected or recommended by the Relevant Government Authority, provided, that if the Administrative Agent decides that any such convention is not appropriate, it may substitute a different convention.

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administratively feasible for the Administrative Agent, then the Administrative Agent may establish such terms and conditions.

“Daily Simple SONIA” means, for any RFR Loan denominated in Sterling, for any day, SONIA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day; or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day. Any change in RFR shall be effective from and including the effective date of such change in the RFR without notice.

“Debtor Relief Laws” means the Bankruptcy Code of the United States of America, and any state or federal laws relating to the reorganization, liquidation, receivership, insolvency, moratorium, rearrangement, or similar debtors’ relief laws that are in effect.

“Default” means any event or condition which constitutes an Event of Default or any event or condition which, upon the giving of notice, or both, constitute an Event of Default.

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“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, [Section 2.14\(b\)](#).

“Defaulting Lender” means, subject to [Section 2.14\(b\)](#), any Lender that (a) has failed to fund its Loan or (b) has failed to fund its Loan in accordance with the terms of the Loan Agreement, provided that Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent of its determination that one or more conditions precedent to funding (each of which conditions precedent to funding are set forth in [Section 2.14\(b\)](#)) are not satisfied.

writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Issuer, any Swing Line Lender hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days after the date of such writing or public statement relates to such Lender's obligation to fund a Loan hereunder (which condition precedent to funding (which condition precedent, together with any applicable default condition precedent, is not satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent, to provide such Lender with written confirmation by the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such confirmation is received by the Administrative Agent and the Borrower), or (d) has, on the Closing Date (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed a receiver, liquidator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or is subject to the jurisdiction of a federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-in Act or similar regulatory action, or ownership or acquisition of any equity interest in that Lender or any direct or indirect parent of such Lender, which does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or assets or permit such Lender (or such Governmental Authority) to reject, repudiate,

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disavow or disaffirm any contracts or agreements made with such Lender. Any determination made through (d) above shall be conclusive and binding absent manifest error, and such Lender shall provide written notice of such determination to the Borrower, the L/C Issuer, Swing Line Lender and each other Lender.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration designated as Designated Non-Cash Consideration pursuant to a certificate executed by a Receiver received in connection with a subsequent sale of or collection on such Designated Non-Cash Consideration.

"Disposition" means the sale, lease, conveyance or other disposition of Property, other than a sale, transfer, lease or other disposition of Property of a Loan Party to another Loan Party in the ordinary course of business.

"Disqualified Institution" means (a) those banks, financial institutions, lenders and other financial institutions identified on October 10, 2022 so long as (i) if identified prior to the Closing Date, BMO has consented there to.

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withheld, conditioned or delayed) and (ii) if identified on or after the Closing Date, so long as the Administrative Agent has consented thereto (such consent not to be unreasonably withheld, conditioned or delayed) other than Affiliates that are bona fide debt funds) to the extent clearly identifiable as Affiliates of such Person by name or otherwise identified by name by the Borrower in writing and (b) those Persons who are identified from time to time prior to the Closing Date or identified to the Administrative Agent in writing as Affiliates thereof to the extent clearly identifiable as Affiliates of such Persons based solely on such designation shall not have retroactive effect.

"Dollar" and "\$" mean lawful money of the United States.

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount denominated in Dollars or any other currency other than Dollars, the equivalent in Dollars of such amount, determined as of the most recent Revaluation Date) with respect to Dollars or such other such other currency at the time of determination.



page which displays that rate) or on the appropriate page of such other information service approximately 11:00 a.m., Brussels time, two (2) TARGET2 Days prior to the commencement. Administrative Agent may specify another page or service displaying the relevant rate after cover be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Euro” and “€” means the single currency of the Participating Member States introduced

“Event of Default” means any event or condition identified as such in Section 9.01.

“Excluded Account” means a deposit or other account the balance of which consists exclusively for the purposes of) (a) withheld income Taxes and federal, state, local or foreign employment Tax be paid to the Internal Revenue Service or any other U.S., federal, state or local or foreign governmental Loan Party, (b) amounts required to be paid over to an employee benefit plan pursuant

to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of any Loan Party pursuant to any requirement of any Governmental Authority or foreign pension requirement, amounts payable to any employment contracts between any Loan Party and their respective accounts used for processing of fees owed to third party Persons and held at third-party custodian containing cash amounts that do not exceed at any time \$5,000,000 for any such account and \$

“Excluded Property” means (a) any fee-owned real property owned by any Loan Party that obtain landlord waivers, estoppels or collateral access letters); (c) motor vehicles, airplanes, Margin Stock, including, without limitation, any Company Stock, and pledges and security interests Governmental Authority or which would require governmental (including regulatory) consent requirement to obtain the consent of any Governmental Authority or third party), (e) any property granting of a Lien to any third party is prohibited by the agreement(s) setting forth the terms and Liens securing the same are permitted by Sections 8.07(b) and 8.8(d) of this Agreement, provided such Property is removed, terminated or otherwise becomes unenforceable as a matter of law from the satisfaction of the Indebtedness secured thereby), and notwithstanding any previous respect to any such Indebtedness, the Excluded Property will no longer include such Property, a security interest in such property and the Collateral will be deemed to include, and at all times (f) any permit or license issued to any Loan Party as the permit holder or licensee thereof or property subject to such agreements in each case, only to the extent and for so long as the term through 9-409, inclusive, of the Uniform Commercial Code in the applicable state (or any

successor provision or provisions) or any other applicable law) prohibit the creation by such Administrative Agent or would result in an effective invalidation, termination or breach of the through 9-409, inclusive, of the Uniform Commercial Code in the applicable state (or any successor until any required consents are obtained, *provided* that the Excluded Property will not include, shall attach to, (i) all proceeds, substitutions or replacements of any such excluded items referred to in the excluded items hereunder, (ii) all rights to payment due or to become due under any such excluded item, (iii) the granting of a security interest in any such Property is removed, terminated, or otherwise be extinguished, (iv) the property to have, and at all times to have had, a security interest in such property, and the Collateral will be subject to further action or notice by any Person; (g) any property to the extent a security interest in such property would have the consequences as

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determined by the Borrower, (h) equity interests of any Foreign Subsidiary or FSHCO; *provided* that the voting equity interests of a Foreign Subsidiary or FSHCO owned by any Loan Party and (y) voting equity interests representing not more than 65% of the total voting power of all outstanding voting equity interests of any Foreign Subsidiary or FSHCO constituting "stock entitled to vote" within the meaning of Treasury Regulation 1.1502-17, (z) equity interests of any Foreign Subsidiary or FSHCO for purposes of this clause (h); (i) Excluded Accounts; (j) equity interests of any Person, as defined in applicable law, regulation or the terms of such Person's organizational or joint venture documents, (k) [reserved], (l) Unrestricted Subsidiary and (vi) any Person which is acquired after the date hereof, (m) Acquired Indebtedness and such pledge constitutes a Lien that is permitted by this Agreement, (n) the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 11 of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period of such intent-to-use trademark application or any registration that may issue, (o) the Loan Party as to which the Administrative Agent and the Borrower reasonably determine that the security interest and the practical benefits of the security to be afforded thereby.

"*Excluded Subsidiary*" means (a) any Domestic Subsidiary of the Borrower that is a restricted subsidiary, (b) any Foreign Subsidiary other than, at the election of the Borrower, a Swiss Subsidiary indirectly by a Foreign Subsidiary other than, at the election of the Borrower, a Swiss Subsidiary, (c) any direct or indirect Subsidiary of the Borrower that is not a Wholly-owned Subsidiary, (d) any Subsidiary for which governmental (including regulatory) consent, approval, license or authorization has been received, (e) not-for-profit subsidiaries, (f) Subsidiaries that are special purpose vehicles, (g) in the judgment of the Administrative Agent and the Borrower, the cost or other consequences of guaranteeing the Obligations by the Lenders therefrom, (h) captive insurance subsidiaries and (m) any Subsidiary to the extent

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guarantee of the Obligations by any such Subsidiary would reasonably be expected to result in a material adverse effect on the Borrower or its Affiliates.

"*Excluded Subsidiary Limit*" means, at any time, an amount equal to the greater of (i) \$50 million and (ii) the amount of the Borrower's net income for the ended Test Period in the aggregate.

“*Excluded Swap Obligation*” means, with respect to any Guarantor, any Swap Obligation the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Gu rule, regulation or order of the Commodity Futures Trading Commission (or the application or reason not to constitute an “eligible contract participant” as defined in the Commodity

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Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or Swap Obligation. If a Swap Obligation arises under a master agreement governing more than that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“*Excluded Taxes*” means any of the following Taxes imposed on or with respect to a (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, being organized under the laws of, or having its principal office or, in the case of any Lender, political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender of such Lender with respect to an applicable interest in a Loan or the Revolving Credit Commit interest in the Loan or the Revolving Credit Commitment (other than pursuant to an assignm lending office, except in each case to the extent that, pursuant to [Section 4.01](#) amounts with i before such Lender became a party hereto or to such Lender immediately before it changed [Section 4.01\(g\)](#), and (d) any Taxes imposed under FATCA.

“*Existing Credit Agreement*” means that certain Senior Secured First Lien Credit Agree Finance LLC, as agent, and the lenders party thereto from time to time.

“*Existing L/C Issuer*” means JPMorgan Chase Bank, N.A., in its role as issuer of the Exi

“*Existing Letter of Credit*” means that certain standby letter of credit, issued on Septem the benefit of Unicredit Bank Austria AG, as amended or extended from time to time.

“*FATCA*” means Sections 1471 through 1474 of the Code, any current or future regulati Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into regulatory legislation, rules or practices adopted pursuant to any such intergovernmental implementing the foregoing.

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“*FCPA*” means the Foreign Corrupt Practices Act, 15 U.S.C. §§78dd-1, et seq.

“*Federal Funds Rate*” means, for any period, a fluctuating interest rate per annum equal federal funds transactions with members of the Federal Reserve System, as published for such Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any transactions received by the Administrative Agent from three Federal funds brokers of recogniz

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“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York.

“Financial Officer” of any Person means the chief financial officer, principal accounting officer or controller of such Person.

“Fitch” means Fitch Ratings Inc.

“Flood Laws” means, collectively, (i) the National Flood Insurance Reform Act of 1994 (as amended by the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereof and (ii) any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 (as amended) and any successor statute thereof.

“Floor” means the rate per annum of interest equal to 0.00%, applicable for the avoidance of doubt.

“Foreign Lender” means a Lender that is not a U.S. Person.

“Foreign Subsidiary” means each Subsidiary that is organized under the laws of a jurisdiction other than the State of Columbia.

“Fronting Exposure” means, at any time there is a Defaulting Lender, (a) with respect to Obligations with respect to Letters of Credit issued by such L/C Issuer other than L/C Obligations that have been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) outstanding Swing Loans made by the Swing Line Lender other than Swing Loans as to which the Lender is not a Defaulting Lender.

“FSHCO” means a Domestic Subsidiary (including a disregarded entity for U.S. federal income tax purposes) (or Indebtedness treated as equity interests for U.S. federal, state or local income tax purposes) that is not an FSHCO.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in the business of making extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles set forth from time to time in the United States by the American Institute of Certified Public Accountants.

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Accountants and statements and pronouncements of the Financial Accounting Standards Board (including the U.S. accounting profession), which are applicable to the circumstances as of the date of determination.

“Governmental Authority” means the government of the United States of America or any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising governmental functions of or pertaining to government (including any supra-national bodies such as the European Union).

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“*Guarantee*” of or by any Person (the “*guarantor*”) means any obligation, contingent or otherwise, guaranteeing any Indebtedness or other obligation of any other Person (the “*primary obligor*”), guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or provide such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) to support such Indebtedness or obligation; *provided* that the term *Guarantee* shall not include any

“*Guarantors*” means and includes Holdings and each Subsidiary of the Borrower other than the Borrower and its Obligations of another Loan Party.

“*Guaranty Agreements*” means and includes the *Guarantee* of the Loan Parties provided in order to guarantee the Obligations or any part thereof in form and substance reasonably acceptable to the Lenders.

“*Hazardous Material*” means any substance, chemical, compound, product, solid, gas, liquid, or a pollutant and includes, without limitation, (a) asbestos, polychlorinated biphenyls, or any other substance classified or regulated as “hazardous,” “toxic,” or a “pollutant” or words of like import pursuant to applicable laws, regulations, or orders of any governmental authority.

“*Hazardous Material Activity*” means any activity, event or occurrence involving a Hazardous Material, including the use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, or handling of Hazardous Material.

“*Hedging Agreement*” means any agreement with respect to any swap, forward, future, option, or other derivative instrument, reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or any other transaction or any combination of these transactions; *provided* that the transaction or any similar transaction or any combination of these transactions provides services provided by current or former directors, officers, employees or consultants of any Loan Party.

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“*Hedging Liability*” means the liability of any Loan Party to any of the Lenders, or any Affiliate of the Borrower, under Section 8.07(c) as such Loan Party may from time to time enter into with any one or more Lenders, contingent and howsoever and whensoever created, arising, evidenced or acquired (including by operation of law) *provided, however*, that, with respect to any Guarantor, *Hedging Liability* guaranteed by such Guarantor shall not include any

“*Hostile Acquisition*” means the acquisition of the capital stock or other equity interest in any Loan Party, or the acquisition of capital stock or other equity

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interests which has not been approved (prior to such acquisition) by resolutions of the Board of Directors of the Borrower, or as to which such approval has been withdrawn.

“*Immaterial Subsidiary*” means, at any date, any Restricted Subsidiary that, (x) (a) does not have a market value in excess of 5.0% of the total assets of the Borrower and its Restricted Subsidiaries, (b) does not have revenues exceeding 5.0% of the total revenues of the Borrower and its Restricted Subsidiaries on a consolidated basis at such time (a) does not, as of the end of the most recently ended Test Period, have assets with a market value in excess of 5.0% of the total assets of the Borrower and its Restricted Subsidiaries and (b) did not, for the most recently ended Test Period, have revenues exceeding 5.0% of the total revenues of the Borrower and its Restricted Subsidiaries on a consolidated basis (and Borrower will designate in writing to the Administrative Agent from

compliance certificate, as necessary the Subsidiaries that will cease to be “Immaterial Subsidiary” (subject to the limitations).

“*Incremental Equivalent Debt*” means Indebtedness consisting of notes or term loans (in addition to the foregoing) that rank *pari passu* or junior in right of payment and that, in each case, if secured, are secured on a priority basis with the Liens on Collateral securing the Obligations, or that are unsecured; an aggregate principal amount of all Incremental Equivalent Debt at the time of issuance or incurring such time, (ii) each of the conditions set forth in [Section 2.16\(c\)](#) and [\(d\)](#) with respect to Incremental Equivalent Debt, (iii) such Incremental Equivalent Debt shall not be subject to any Guarantee guaranteed by entities that are Guarantors of the Borrower’s Obligations, (iv) in the case of Incremental Equivalent Debt, it will not be secured by any Lien on any asset of any Person other than any asset constituting Collateral; provided, if such Incremental Equivalent Debt shall be subject to a customary intercreditor agreement reasonably satisfactory to the Lenders, its final scheduled maturity date no earlier than that of the Revolving Facility; *provided*, if such Incremental Equivalent Debt is in the form of Incremental Term Loans, it will not mature (and no scheduled payment, mandatory redemption or sinking fund payment) until the event of loss or change of control provisions and a customary acceleration right after an event of loss or change of control, and its maturity date of the Revolving Loans with the latest maturity date existing at the time of such incurring Incremental Equivalent Debt (excluding fees, original issue discount, interest rates, rate floors, and redemption terms) shall either (A)

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not be materially more restrictive (excluding fees, original issue discount, interest rates, rate floors, and redemption terms) than the terms under those in the Revolving Facility when taken as a whole, and (B) the terms of the Incremental Equivalent Debt shall not be more restrictive (excluding fees, original issue discount, interest rates, rate floors, and redemption terms) than the terms under those in the Revolving Facility when taken as a whole, as determined by the Administrative Agent (except for covenants or other provisions (x) applicable only to periods of time specified in the Loan Documents for the benefit of all existing Lenders (which may be accomplished without the consent of the Lenders) contained in the Revolving Facility, reflect (as determined by the Borrower in good faith and the

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Administrative Agent acting reasonably) market terms and conditions (taken as a whole) at the time of issuance.

“*Incremental Facilities*” is defined in [Section 2.16](#).

“*Incremental Term Facilities*” is defined in [Section 2.16](#).

“*Incremental Term Loans*” is defined in [Section 2.16](#).

“*Indebtedness*” means for any Person (without duplication) (a) all indebtedness created or incurred by such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, including the issuance of debt securities, (b) all indebtedness for the deferred purchase price of any property, (c) all indebtedness incurred in the ordinary course of business and (ii) earn-outs and other contingent consideration in connection with the acquisition of such Person, whether or not such Person has assumed or become liable for the payment of such obligations of such Person on or with respect to letters of credit, bankers’ acceptances and other obligations of such Person, (d) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any debt security, (e) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any warrant, right or option to acquire such equity interest, valued, in the case of a redeemable preferred stock, at the greater of (i) the fair market value of such equity interest, plus accrued and unpaid dividends, (g) all net obligations (determined as of any time based on the applicable currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option arrangement; and (h) all Guarantees of such Person in respect of any of the foregoing. For all purposes of this definition, the fair market value of such equity interest shall be determined as of the date of the indebtedness.

any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) unless such Indebtedness is expressly made non-recourse to such Person.

"*Indemnified Taxes*" means (a) all Taxes other than Excluded Taxes, imposed on or withheld from any Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"*Intellectual Property Security Agreement*" means each of (a) the Copyright Security Agreement as of the date of this Agreement, (b) the Patent Security Agreement, substantially in the form of Exhibit A-2 to the Security Agreement, (c) the Trademark Security Agreement, substantially in the form of Exhibit A-3 to the Security Agreement, and (d) any other intellectual property security agreement or supplement executed and delivered pursuant to the terms of the Security Agreement.

"*Intercompany Plan*" means that certain intercompany plan, a copy of which has been filed with the SEC.

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"*Interest Expense*" means, with reference to any period, the sum of all interest charges and all amortization of debt discount and expense) of the Borrower and its Restricted Subsidiaries.

"*Interest Payment Date*" means (a) with respect to any Term Benchmark Loan, the last day of the Interest Period and, if the applicable Interest Period is longer than three (3) months, on the last day of the Interest Period; and (b) with respect to any Revolving Credit Termination Date, on the last day of the Interest Period.

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months after the commencement of such Interest Period, (b) with respect to any Base Rate Loan, on the last day of the Interest Period, (c) with respect to any Revolving Credit Termination Date, (c) as to any Swing Loan, (i) bearing interest by reference to the last day of the Interest Period and (ii) bearing interest by reference to the Swing Line Lender's Quoted Rate Term Benchmark Loan, (d) as to any RFR Loan, each date that is on the number of days specified in the applicable borrowing request or interest election request and the Revolving Credit Termination Date (or, if there is no such date, the last day of the Interest Period).

"*Interest Period*" means the period commencing on the date a Borrowing of Term Benchmark Rate) is advanced, continued, or created by conversion and ending (a) in the case of Term Benchmark Loans, on the numerically corresponding day in the calendar month that is one (1), three (3), or six (6) months thereafter as specified in the applicable borrowing request or interest election request and (b) in the case of ~~CDOR~~ Adjusted Term CORRA Rate Loans, on the numerically corresponding day in the calendar month that is one (1), three (3), or six (6) months thereafter as specified in the applicable borrowing request or interest election request and (c) in the case of RFR Loans, on the date one (1) to five (5) Business Days thereafter as mutually agreed by the Borrower and the Lender.

- (i) no Interest Period shall extend beyond the final maturity date of the Loan;
- (ii) whenever the last day of any Interest Period would otherwise be extended to the next succeeding Business Day, *provided* that, if such extension would result in an Interest Period of more than six (6) months, such extension shall not apply to Interest Periods to occur in the following calendar month, the last day of such Interest Period shall be the last day of the calendar month in which such Interest Period would otherwise have ended;
- (iii) for purposes of determining an Interest Period for a Borrowing of Term Benchmark Rate Loans, the Interest Period shall end on the last Business Day of the calendar month in which such Interest Period would otherwise have ended.

(iv) no tenor that has been removed from this definition pursuant to S interest election request.

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“IRS” means the United States Internal Revenue Service.

“L/C Issuer” means BMO ~~Harris~~ Bank N.A., in its capacity as the issuer of Letters of Credit (and any amendments thereto) (with or without the consent) and approved by the Administrative Agent in its reasonable discretion, and with respect to

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Existing L/C Issuer, in each case together with its successors in such capacity as provided in S

“L/C Obligations” means the aggregate undrawn face amounts of all outstanding Letters of Credit.

“L/C Participation Fee” is defined in Section 3.01(b).

“L/C Sublimit” means \$45,000,000, as reduced or otherwise amended pursuant to the terms of the L/C.

“Legal Requirement” means any treaty, convention, statute, law, common law, rule, regulation, order, consent decree or other requirement of any governmental authority, whether federal, state or local.

“Lenders” means and includes BMO ~~Harris~~ Bank N.A. and the other Persons listed on S as Lenders, and any other Person that becomes a party to an Assignment and Assumption, other than any such Person that ceases to be a party hereunder, and, if required by the Administrative Agent, the Swing Line Lender.

“Lending Office” is defined in Section 4.07.

“Letter of Credit” is defined in Section 2.03(a).

“Lien” means any mortgage, lien, security interest, pledge, charge or encumbrance of any property, whether real or personal, in, on or to which any conditional sale, Capital Lease or other title retention arrangement has been made.

“Loan” means an extension of credit by a Lender to the Borrower under Section 2 in the form of a Loan Document.

“Loan Documents” means this Agreement, the Revolving Notes (if any), the Application and any other documents which any Person becomes a party to, or otherwise obligated under, any of the foregoing, then and hereunder or thereunder or otherwise in connection therewith.

“Loan Party” means the Borrower and each of the Guarantors.

“Margin Stock” shall have the meaning ascribed to it in Regulation U.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect upon, the financial condition, business operations, assets, liabilities, or prospects of the Borrower or any of its Restricted Subsidiaries (taken as a whole), (b) a material impairment of the ability of the Borrower or any of its Restricted Subsidiaries to perform its obligations under any Loan Document or (c) a material adverse effect upon the legality, validity, binding effect, or enforceability of any Loan Document or the rights and remedies of the Administrative Agent and the Lenders thereunder.

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“*Material Indebtedness*” means Indebtedness (other than the Loans and Letters of Credit) of more of the Loan Parties and its Subsidiaries in an aggregate principal amount exceeding \$75,000,000.

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Material Indebtedness, the “obligations” of any Loan Party or any Subsidiary in respect of any indebtedness (other than the Loans and Letters of Credit) (including any netting agreements) that such Loan Party or such Subsidiary would be required to pay.

“*Material Real Property*” means any parcel of real property owned in fee simple by a Loan Party or its Subsidiary with a value in excess of \$10,000,000 (as established by a method for determining real property value chosen by the Loan Parties in their reasonable discretion); provided, however, the term “Material Real Property” shall not include a parcel of real property owned by a Loan Party or its Subsidiary.

“*Minimum Collateral Amount*” means, at any time, (a) with respect to Cash Collateral, the amount of Cash Collateral Fronting Exposure of all L/C Issuers with respect to Letters of Credit issued and outstanding at such time, and (b) with respect to the applicable L/C Issuer in their sole discretion.

“*MIRE Event*” means, if there are any Mortgaged Properties at such time, any increase in the amount of Mortgaged Properties (including any Incremental Facilities hereunder, but excluding (i) any continuation or conversion of Letters of Credit and (ii) any extension of Letters of Credit).

“*Moody’s*” means Moody’s Investors Service, Inc.

“*Mortgage*” means, collectively, the deeds of trust, trust deeds, deeds to secure debt, deeds to secure debt in favor of the Secured Parties in favor or for the benefit of the Administrative Agent on behalf of the Secured Parties, and deeds to secure debt in favor of the Administrative Agent, in each case as the same may be amended, amended and restated, extended, supplemented or otherwise modified.

“*Mortgage Policies*” has the meaning specified in [Section 12.03](#).

“*Mortgaged Properties*” means the parcels of Material Real Property with respect to which a Mortgage is held.

“*Multiemployer Plan*” means any employee benefit plan of the type described in Section 401(a)(9) of the Internal Revenue Code, in which the Borrower or its Group is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions, or the Borrower or its Group is reasonably likely to have any liability.

“*Net Income*” means, with reference to any period, the net income (or net loss) of the Borrower or its Group on a consolidated basis in accordance with GAAP including any cash dividends or distributions received from such Subsidiary and otherwise not in contravention of applicable law (or net loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of, or has become a Restricted Subsidiary of, the Borrower or its Group (b) the net income (or net loss) of any Person (other than a Restricted Subsidiary) in which the Borrower or its Group has an ownership interest to the extent of the amount of dividends or other distributions actually paid to the Borrower or any of its Subsidiaries.

Restricted Subsidiaries during such period, (c) the undistributed earnings of any Subsidiary to the

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similar distributions by such Subsidiary is not at the time permitted by the terms of any contract applicable to such Subsidiary, and (d) with respect to any Subsidiary that is not a Wholly-owned Subsidiary (net loss) for such period multiplied by the percentage of equity interest in such Subsidiary that is not

“*Non-Consenting Lender*” means any Lender that does not approve any consent, in accordance with the terms of [Section 13.03](#) and (b) has been approved by the Required Lender.

“*Non-Defaulting Lender*” means, at any time, each Lender that is not a Defaulting Lender.

“*Obligations*” means all obligations of the Borrower to pay principal and interest on the debt, including but not limited to, accruing after the filing of any petition in bankruptcy, all fees and charges payable hereunder, under or in relation to any Loan Document, in each case whether now existing or hereafter incurred, howsoever evidenced, held or acquired.

“*OFAC*” means the United States Department of Treasury Office of Foreign Assets Control.

“*OFAC Event*” is defined in [Section 8.15](#).

“*Other Connection Taxes*” means, with respect to any Recipient, Taxes imposed as a result of the Recipient imposing such Tax (other than connections arising from such Recipient having executed, delivered, received or perfected a security interest under, engaged in any other transaction pursuant to or otherwise arising from the Document).

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, real property, sales, use, excise, transfer, execution, delivery, performance, enforcement or registration of, from the receipt or perfection of, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“*Participant*” is defined in clause (d) of [Section 13.02](#).

“*Participant Register*” is defined in clause (d) of [Section 13.02](#).

“*Participating Interest*” is defined in [Section 2.03\(e\)](#).

“*Participating Lender*” is defined in [Section 2.03\(e\)](#).

“*Participating Member State*” means each state so described in any EMU Legislation.

“*PBGC*” means the Pension Benefit Guaranty Corporation or any Person succeeding to its obligations.

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to be determined, exceed the Excluded Subsidiary Limit for the most recent Test Period ending business arrangements between a Loan Party and an Excluded Subsidiary permitted pursuant

“Person” means any natural Person, corporation, limited liability company, trust, joint ven

“Plan” means any employee pension benefit plan as defined in Section 3(2) of ERISA subject to the minimum funding standards under Section 412 of the Code that is maintained by the Controlled Group for employees of a member of the Controlled Group or with respect to which a

“Platform” is defined in Section 13.01.

“Pounds Sterling” and “£” means freely transferable lawful money of the United Kingdom

“Premises” means the real property owned or leased by any Loan Party or any Subsidiary

“Pro Forma Effect” or “Pro Forma Basis” means, with respect to compliance with any applicable, the transactions contemplated by this Agreement), restructuring or other cost saving applicable period of measurement in such test or covenant and all definitions (including Adjusted EBITDA) determined subject to pro forma adjustments which are attributable to such event or events, and, as applicable, the amount of run rate cost savings, operating expense reductions and cost savings. A Pro Forma Event (including the transactions contemplated by this Agreement) which is being given effect which the actions necessary to realize such cost savings, operating expense reductions and cost savings steps have been taken or are reasonably expected or projected to be taken for realizing such cost savings supportable (in the good faith determination of the Borrower and certified by a Responsible Officer

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pro forma basis as though such cost savings, operating expense reductions, other operating expense reductions such period and “run rate” means the full recurring benefit for a period that is associated with such cost savings have been taken or are reasonably expected or projected

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to be taken for realizing such cost savings and such cost savings are reasonably identifiable (including the elimination of a public target's compliance costs with public company requirements) net of the such adjustments shall be included (without duplication of any amounts that are otherwise added to the initial pro forma calculations of such financial ratios or tests and during any subsequent period in the Test Period; provided that such amounts are either (A) are factually supportable and projected by the Borrower if the steps have been, will be, or are expected to be, taken (in the good faith determination of the Borrower) on a basis consistent with Article 11 of Regulation S-X promulgated under the Exchange Act as amended by a successor agency), or (C) are recommended (in reasonable detail) by any due diligence quality review firm nationally recognized or (ii) reasonably acceptable to the Administrative Agent (it being understood that the results retained by the Borrower. The Borrower may in good faith estimate GAAP results if the financial statements of the investment are not maintained in accordance with GAAP, and the Borrower may make such financial statements with those of the Loan Parties. Notwithstanding anything herein or in any other agreement for the purposes of the incurrence of Incremental Loans, Incremental Equivalent Debt, Incremental Indebtedness, the cash and Cash Equivalents that are proceeds from the incurrence of any such loan or test (unless used to repay other Indebtedness).

"Pro Forma Event" means, (a) the transactions contemplated by this Agreement, (b) an Acquisition or similar investment that is otherwise permitted by this Agreement, (d) any Disposition of interests of any Restricted Subsidiary of the Borrower (or any business unit, line of business or financial statements are available) not prohibited by this Agreement, (g) any designation of a Subsidiary as a Restricted Subsidiary, (h) discontinued divisions or lines of business or operations during the period (including (x) any Indebtedness incurred, repaid or assumed in connection with such restructuring, operating expense reduction, cost savings and similar initiatives reasonably elect

"Property" means, as to any Person, all types of real, personal, tangible, intangible or intellectual property shown on the balance sheet of such Person and its subsidiaries under GAAP.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Justice.

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"Public Company Costs" shall mean any costs, fees and expenses associated with, including but not limited to, the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, the Securities Act and the Exchange Act (as applicable to companies with equity or debt securities listed equity or

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debt securities, directors' or managers' compensation, fees and expense reimbursements, costs of share repurchases, dividends to shareholders and debtholders, directors' and officers' insurance and legal and other professional fees.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be limited to,

"QFC Credit Support" is defined in [Section 13.24](#).

"Qualified Appraisal" means, with respect to each real property, an appraisal of such real property that is acceptable to the Administrative Agent by an independent appraiser selected by the Administrative Agent in all respects.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party to whom the grant of the relevant security interest becomes effective with respect to such Swap Obligation under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another party to be keptwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Recipient" means (a) the Administrative Agent, (b) any Lender, and (c) any L/C Issuer, in each case as to the Swap Obligation.

"Register" is defined in clause (c) of [Section 13.02](#).

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System.

"Reimbursement Obligation" is defined in [Section 2.03\(c\)](#).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the persons who are, or have been, advisors and representatives of such Person and of such Person's Affiliates.



“*Revolving Credit Exposure*” means, as to any Lender at any time, the aggregate principal amount of such Lender’s participation in L/C Obligations at such time.

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“*Revolving Credit Termination Date*” means December 2, 2027 or such earlier date of [Section 2.12, 9.02 or 9.03](#); provided, however that the Borrower may, no more than two (2) times (“*Extension Request*”) to the Administrative Agent no earlier than the second anniversary of the hundred twenty (120) days prior to the initial Revolving Credit Termination Date and (y) in the case of an

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Extension Request, one hundred twenty (120) days prior to the then current Revolving Credit Termination Date for an additional one-year period from the then current Revolving Credit Termination Date as (a) no Event of Default exists before or after giving effect to such extension of the Revolving Credit Termination Date and (b) the Borrower obtains the consent of the Lenders.

“*Revolving Facility*” means the credit facility for making Revolving Loans and issuing Letters of Credit.

“*Revolving Loan*” is defined in [Section 2.02](#).

“*Revolving Note*” is defined in [Section 2.11](#).

“*RFR*” means, for any RFR Loan denominated in Pounds Sterling, SONIA.

“*RFR Borrowing*” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“*RFR Business Day*” means, for any Loan denominated in Sterling, any day except for a day that is not a business day in London.

“*RFR Interest Day*” has the meaning specified in the definition of “Daily Simple SONIA”.

“*RFR Loan*” means a Loan that bears interest at a rate based on Daily Simple SONIA.

“*Sales and Use Taxes*” means state and local non-income sales and use, business and franchise taxes, and other taxes imposed on Parties and their Subsidiaries.

“*S&P*” means Standard & Poor’s Ratings Services Group, a Standard & Poor’s Financial

“*Sanctions Programs*” means (a) the Bank Secrecy Act, anti-money laundering laws (including the Unlawful Financial Transactions and Sanctions Act of 2001, Pub. L. 107-56 (as amended)), and all similar United States federal laws, regulations or Executive Orders (with respect to the United States) and (b) all economic or financial sanctions imposed by the European Union and (iii) Her Majesty’s Treasury of the United Kingdom.

**“*Second Amendment Effective Date*” means September 17, 2024.**

“*Secured Obligations*” means the Obligations, Hedging Liability, and Bank Product Obligations, whether or not secured, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired (in whole or in part) against any Loan Party in a case under the United States Bankruptcy

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Code or any similar proceeding, whether or not such interest, costs, fees and charges would *however*, that, with respect to any Guarantor, Secured Obligations Guaranteed by such Guarantor

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“*Secured Parties*” means (a) Administrative Agent, (b) each Lender (including the Swing Line Lender) who is obligated in respect of Hedging Liability and/or Bank Product Obligations, and (e) each

“*Security Agreement*” means that certain Security Agreement dated as of the Closing and any amendments, modifications, supplements, reaffirmations or restatements from time to time.

“*Significant Subsidiary*” means, at any time the same is determined, any Subsidiary of the Borrower and its Restricted Subsidiaries on a consolidated basis or (ii) whose Adjusted EBITDA is greater than 10% of the Adjusted EBITDA of the Borrower and its Subsidiaries on a consolidated basis for such Test Period.

“*SOFR*” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator (the “*secured overnight financing rate*”).

“*SOFR Loan*” means a Loan bearing interest based on Adjusted Term SOFR, other than a SOFR Loan.

“*SONIA*” means, with respect to any Business Day, a rate per annum equal to the SONIA rate as published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“*SONIA Administrator*” means the Bank of England (or any successor administrator of the SONIA Administrator).

“*SONIA Administrator’s Website*” means the Bank of England’s website, currently at <https://www.bankofengland.co.uk/sonia> or any successor website, as identified in the SONIA Index Average identified as such by the SONIA Administrator from time to time.

“*Specified Representations*” means the representations and warranties set forth in [Section 1.07](#).

“*Specified Transactions*” is defined in [Section 1.07](#).

“*Spot Rate*” means for a currency means the rate determined by the Administrative Agent or the Person acting in such capacity as the spot rate for the purchase by such Person of such currency on the date two (2) Business Days prior to the date as of which the Swing Line Lender or the L/C Issuer may obtain such spot rate from another financial institution, provided that the Person acting in such capacity does not have as of the date of determination a spot buying

provided further that (a) the L/C Issuer may use such spot rate quoted on the date as of which the Loan is denominated in an Agreed Foreign Currency and (b) the Swing Line Lender may use such spot rate in the case of any Swing Loan denominated in an Agreed Foreign Currency.

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“*Statutory Reserve Rate*” means a fraction (expressed as a decimal), the numerator of which is the aggregate of the maximum reserve percentage (including any marginal, special, emergency or other reserve requirement which the Administrative Agent is subject with respect to the Adjusted EURIBO Rate for euro currency (as determined by the FRB) or any other reserve ratio or analogous requirement of any central banking or financial institution or the funding of the Loans. Such reserve percentage shall include those imposed pursuant to any applicable regulation or the Statutory Reserve Benchmark is adjusted by reference to the Statutory Reserve Rate (per the related definition of “Statutory Reserve Rate”) subject to such reserve requirements without benefit of or credit for proration, exemptions or other relief provided by the FRB or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically as determined by the Administrative Agent shall notify the Borrower promptly of any such adjustment.

“*Subordinated Debt*” means Indebtedness which is subordinated in right of payment to the Loans as approved in writing by the Administrative Agent and is otherwise pursuant to documentation governing the Loans, including terms, maturities, amortization schedules, covenants, defaults, remedies and other material terms of the Loans as approved by the Administrative Agent.

“*Subsidiary*” means, as to any particular parent corporation or organization, any other corporation or organization which is at the time directly or indirectly owned by such parent corporation or organization or by a corporation or organization which is a subsidiary of such parent corporation or organization. Unless otherwise expressly noted herein, the term “*Subsidiary*” means any such corporation or organization.

“*Supported QFC*” is defined in [Section 13.24](#).

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit default swap transactions, equity or equity index swaps or options, bond or bond index transactions, interest rate options, forward foreign exchange transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions (whether or not any such transaction is governed by or subject to any related confirmations, which are subject to the terms and conditions of, or governed by, any swap agreement, any International Foreign Exchange Master Agreement, or any other master agreement).

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“*Swap Obligation*” means, with respect to any Guarantor, any obligation to pay or perform under a swap contract having the meaning of Section 1a(47) of the Commodity Exchange Act.

“*Swing Line*” means the credit facility for making one or more Swing Loans described in the Loan Agreement.

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"Swing Line Lender" means BMO ~~Harris~~-Bank N.A., acting in its capacity as the Lender appointed pursuant to [Section 11.10](#).

"Swing Line Lender's Quoted Rate" is defined in [Section 2.07\(c\)](#).

"Swing Line Sublimit" means \$30,000,000, as reduced pursuant to the terms hereof.

"Swing Loan" and "Swing Loans" each is defined in [Section 2.07](#).

"Swing Note" is defined in [Section 2.11\(d\)](#).

["Swiss Guarantor" is defined in Section 11.11.](#)

["Swiss Intellectual Property Pledge Agreement" means any Swiss law-governed agreement in connection with the joinder of Dynatrace Global Technology GmbH.](#)

["Swiss Quota Pledge Agreement" means any Swiss law-governed quota pledge agreement in connection with the joinder of any Swiss Subsidiary as a Guarantor hereunder, as applicable.](#)

["Swiss Security Assignment Agreement" means any Swiss law-governed security assignment agreement from time to time in connection with the joinder of any Swiss Subsidiary as a Guarantor hereunder, as applicable.](#)

["Swiss Share Pledge Agreement" means any Swiss law governed share pledge agreement in connection with the joinder of any Swiss Subsidiary as a Guarantor hereunder, as applicable.](#)

["Swiss Subsidiary" means \(i\) the entities listed on Schedule 1.01 and \(ii\) any other entities that may be acquired or controlled by the Company or its subsidiaries after the Second Amendment Effective Date.](#)

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer System, or any other payment system (if any) reasonably determined (such determination to be made by the Administrative Agent) by the Administrative Agent to be a suitable alternative to TARGET2 for the settlement of payments in connection with the Loan.

"TARGET2 Day" means a day that TARGET2 is open for the settlement of payments in connection with the Loan.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, or other charges imposed or levied by any Governmental Authority, including any interest, additions to tax or penalties applicable to such taxes, levies, imposts, duties, deductions, withholdings, or other charges.

"Term Benchmark," when used in reference to any Loan or Borrowing, means that determined by reference to Adjusted Term SOFR, the Adjusted EURIBO Rate or the ~~CDOR~~Adjusted Term SOFR.

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"Term Benchmark Borrowing" means, as to any Borrowing, the Term Benchmark Loans

["Term CORRA" means, with respect to any Term Benchmark Borrowing denominated in U.S. Dollars, the Term Benchmark Reference Rate for a tenor comparable to the applicable Interest Period on the day \(such day, the day prior to the first day of such Interest Period, as such rate is published by the Term Benchmark Administrator\) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for that day, or a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, as published by the Term CORRA Administrator on the first preceding Business Day for which the Term CORRA Reference Rate is published.](#)

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Administrator so long as such first preceding Business Day is not more than five (5) Bus

“*Term CORRA Administrator*” means Candeal Benchmark Administration Services Inc.,

“*Term CORRA Notice*” means a notification by the Administrative Agent to the Lender of a Term CORRA Reelection Event.

“*Term CORRA Reelection Event*” means the determination by the Administrative Agent for use by the Relevant Governmental Body, (b) the administration of Term CORRA is administrative has previously occurred resulting in a Benchmark Replacement in accordance with Section 4.0

“*Term CORRA Reference Rate*” means the forward-looking term rate based on CORRA

“*Term SOFR*” means, for any Interest Period, the forward-looking term rate based on Administrator two (2) U.S. Government Securities Business Days prior to the first day of such financing rate published by the Federal Reserve Bank of New York (or a successor administrator) on the Federal Reserve Bank of New York’s website.

“*Term SOFR Administrator*” means CME Group Benchmark Administration Limited (CBMA), the Administrative Agent in its reasonable discretion).

“*Term SOFR Reference Rate*” means the per annum forward-looking term rate based on

“*Test Period*” means, as of any date of determination, the period of four consecutive fiscal years ending on or prior to such date for which financial statements have been or are required to be delivered

“*Total Consideration*” means, with respect to an Acquisition, the sum (but without duplication) of (a) the fair market value of the consideration received by the seller in connection with such Acquisition, (b) any future payment subject to a contingency, (c) the fair market value of any obligations subject to the occurrence of any contingency (provided, that, in the case of

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any future payment subject to a contingency, such shall be considered part of the Total Consideration in respect thereof by any Loan Party or any Subsidiary of a Loan Party), (c) the fair market value of any obligations subject to the occurrence of any contingency (other than issuances of equity securities to employees of the Loan Party), (d) any other consideration to be made over a period of time and are not contingent upon any Loan Party or its Subsidiary in the ordinary course of business) (discounted at the Base Rate), but only to the extent not included in clause (a) with such Acquisition.

“*Total Credit Exposure*” means, as to any Lender at any time, the unused Revolving Cre

“*Total Funded Debt*” means, as of any date of determination, without duplication, for H sum of (a) the outstanding principal amount of all obligations, whether current or long-term, for bonds, debentures, notes, loan agreements or other similar instruments, (b) all purchase mone on the balance sheet of such person in accordance with GAAP, (c) all obligations arising under other contingent acquisition consideration (but only at such time such obligation is due and re contested in Borrower’s good faith) and excluding trade payables entered into the ordinary cou types specified in clauses (a) through (d) above of Persons other than Holdings, the Borrow in clauses (a) through (e) above of any partnership or joint venture (other than a joint ventu Borrower or a Restricted Subsidiary is a general partner or joint venture, except for any por Borrower or such Restricted Subsidiary. Notwithstanding the foregoing, in no event shall th transaction or other swap contract, (ii) undrawn letters of credit, bankers’ acceptances, bank advances.

“*Total Leverage Ratio*” means, as of any date the same is determined, the ratio of Subsidiaries as of such date of determination, *minus* Unrestricted Cash and Cash Equivalen Restricted Subsidiaries for the most recently ended Test Period prior to such date of determinat

“*Type*” means, with respect to any Loan, its character as a Base Rate Loan, RFR Loan o

“*UK Financial Institution*” means any BRRD Undertaking (as such term is defined und Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Financial Conduct Authority, which includes certain credit institutions and investment firms, and

“*UK Resolution Authority*” means the Bank of England or any other public administrative

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“*Unadjusted Benchmark Replacement*” means the Benchmark Replacement excluding t

“*Unfinanced Capital Expenditures*” means, with respect to any period, the aggregate am during such period to the extent permitted by this Agreement and not financed with procee Revolving Facility shall be considered Unfinanced Capital Expenditures.

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“*Unfunded Vested Liabilities*” means, for any Plan at any time, the amount (if any) by wh exceeds the fair market value of all Plan assets allocable to such benefits, all determined as of excess represents a potential liability of a member of the Controlled Group to the PBGC or the I

“*Unrestricted Cash and Cash Equivalents*” means, as of any date of determination, u GAAP) of the Borrower and its Restricted Subsidiaries in an amount not to exceed the greater Test Period.

“*Unrestricted Subsidiary*” means any Subsidiary designated by the Borrower as an Unrestricted Subsidiary as of the Closing Date there are no Unrestricted Subsidiaries.

“*U.S. Dollars*” and “\$” each means the lawful currency of the United States of America.

“*U.S. Government Securities Business Day*” means any day except for (i) a Saturday, Sunday or a day on which the New York Stock Exchange or the Association recommends that the fixed income departments of its members be closed for the entire day.

“*U.S. Person*” means any Person that is a “United States Person” as defined in Section 7701(b)(1).

“*U.S. Special Resolution Regimes*” is defined in [Section 13.24](#).

“*U.S. Tax Compliance Certificate*” is defined in subsection (f) of [Section 4.01](#).

“*Voting Stock*” of any Person means capital stock or other equity interests of any class or series of such Person or other similar governing body of such Person, other than stock or other equity interests having no voting rights.

“*Welfare Plan*” means a “welfare plan” as defined in Section 3(1) of ERISA.

“*Wholly-owned Subsidiary*” means a Subsidiary of which all of the issued and outstanding equity interests (under applicable law) or other equity interests are owned by the Borrower and/or one or more Wholly-owned Subsidiaries.

“*Withholding Agent*” means any Loan Party and the Administrative Agent.

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“*Write-Down and Conversion Powers*” means, (a) with respect to any EEA Resolution Mechanism applicable to the Borrower from time to time under the Bail-In Legislation for the applicable EEA Member Country, which is set forth in the applicable Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Mechanism in the form of a liability of any UK Financial Institution or any contract or instrument under which the Borrower has obligations of that

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person or any other person, to provide that any such contract or instrument is to have effect as if it were subject to that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to it.

**Section 1.02 Interpretation.** The foregoing definitions are equally applicable to both males and females. Where the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. The phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as if it were “shall.” (i) in the case of a leap year, to a year of three hundred sixty-six (366) days, and (ii) otherwise (a) any definition of or reference to any agreement, instrument or other document shall be construed to mean the document as from time to time amended, supplemented or otherwise modified (subject to any such amendments, supplements or modifications) and (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any reference to this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision. Any reference to any law, regulation, statute, ordinance, rule or regulation shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Any reference to any law or regulation shall be construed to refer to such law or regulation as amended, modified or supplemented from time to time. Any reference to any asset shall be construed to refer to the meaning and effect and to refer to any and all tangible and intangible assets and properties, in

“renewal” and variations thereof as used herein with respect to a Letter of Credit means to extend the term of a Letter of Credit or both. Where the character or amount of any asset or liability or item of income or expense for financial statement computation is required to be made for the purposes of this Agreement, it shall be done in accordance with the provisions of this Agreement. The Borrower covenants and agrees with the Lenders that when the Borrower prepares its financial statements in accordance with FASB ASC 825 or account for assets and liabilities acquired in an acquisition on a fair value basis pursuant to FASB ASC 805, the terms and conditions of this Agreement shall be made on the basis that the Borrower has adopted FASB ASC Codification 805.

Section 1.03 *Change in Accounting Principles. Principles.* If, after the date of this Agreement, the Borrower changes the accounting principles used in the financial statements referred to in Section 6.05 and such change shall result in a change to the terms of this Agreement, either the Borrower or the Required Lenders may by notice to the Lenders and in good faith to amend such covenants, standards, and terms so as equitably to reflect such change. The Borrower's obligations in evaluating the financial condition of the Borrower and its Subsidiaries shall be the same as if such change had not occurred. Any provision in requiring such negotiation shall limit their right to so require such a negotiation at any time after the date hereof.

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such a change in accounting principles. Until any such covenant, standard, or term is amended, the Borrower shall continue to determine in accordance with GAAP in effect prior to such change in accounting principles. All references to GAAP for purposes of GAAP prior to the effectiveness of FASB ASC 842 shall continue to be accounted for in accordance with GAAP in effect prior to the effectiveness of FASB ASC 842.

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for the purposes of all financial definitions and calculations for purpose of this Agreement (whether or not such obligations are required in accordance with FASB ASC 842 (on a prospective basis) in the financial statements. Without limiting the generality of the foregoing, the Borrower shall not be deemed to be in compliance with any financial covenant hereunder if such state of compliance or noncompliance is based on accounting principles after the date hereof.

Section 1.04 *Times of Day.* All references to time of day herein are references to Chicago time.

Section 1.05 *Divisions.* For all purposes under the Loan Documents, in connection with the transfer of an asset, right, obligation or liability of any Person to another Person under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person is transferred to another Person, and (b) if any Person has been organized on the first date of its existence by the holders of its capital stock or other equity securities.

Section 1.06 *Interest Rates.* The Administrative Agent does not warrant or accept responsibility for the accuracy, administration of, submission of, calculation of or any other matter related to the Benchmark, an alternative, successor or replacement rate thereto (including any Benchmark Replacement) will be similar to, or provide the same level of liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability. The Administrative Agent and its affiliates or other related entities may engage in transactions that may affect the Benchmark rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case in its reasonable discretion to ascertain the Benchmark or any other Benchmark or to obtain information sources or services in its reasonable discretion to ascertain the Benchmark or any other Benchmark. The Administrative Agent and its affiliates or other related entities shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including but not limited to, damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity).





in this Agreement in respect of that currency shall be inconsistent with any convention or

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practice in the London interbank market for the basis of accrual of interest in respect of the effect from the date on which such member state adopts the Euro as its lawful currency; *provided*, immediately prior to such date, such replacement shall take effect, with respect to such Borrower

(b) Each provision of this Agreement shall be subject to such reasons that the Lenders may reasonably specify, in consultation with the Borrower, to be appropriate to reflect (i) the adoption of different conventions or practices relating to the Euro and (ii) any change in currency of another country; *provided*, in each case, the Administrative Agent shall have generally implemented such practices in similar facilities under similar circumstances.

#### ARTICLE II *The Revolving Facility.*

##### Section 2.01 *Intentionally Omitted*

Section 2.02 *Revolving Facility.* Subject to the terms and conditions hereof, each Lender shall, on a revolving basis up to the amount of such Lender's Revolving Credit Commitment, subject to the Revolving Credit Termination Date; *provided*, that the aggregate amount of Revolving Loans (when taken together with the L/C Obligations at any time outstanding shall not exceed the Revolving Credit Commitments in aggregate) shall not exceed \$100,000,000 outstanding at any time (the "*Agreed Foreign Currency Cap*"). Revolving Loans shall be made ratably by the Lenders in proportion to their respective Percentage of Revolving Loans be either Base Rate Loans, Term Benchmark Loans or RFR Loans, as for which they are thereof reborrowed before the Revolving Credit Termination Date, subject to the terms and conditions hereof.

##### Section 2.03 *Letters of Credit.*

(a) *General Terms.* Subject to the terms and conditions hereof, as part of the Existing Letter of Credit, together with the Existing Letter of Credit, a "*Letter of Credit*") for the account of the Borrower, shall be issued by such Lender's Percentage of the amount of each drawing thereunder and, accordingly, Letters of Credit shall be issued by each Lender pro rata in an amount equal to its Percentage of the L/C Obligations then outstanding. Letters of Credit issued on and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(b) *Applications.* At any time before the Revolving Credit Termination Date, the Borrower shall apply for Letters of Credit in U.S. Dollars, in a **form**

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form reasonably satisfactory to the L/C Issuer, with expiration dates no later than the earliest expiration date (not later than twelve (12) months from the date of issuance and each renewal) or thirty (30) days prior to the expiration date set forth above, upon the receipt of an application duly executed by the Borrower and, if such Letter of Credit is to be issued

relevant Letter of Credit in the form then customarily prescribed by the L/C Issuer for the Letter of Credit. After the Revolving Credit Termination Date any Letters of Credit remain outstanding the Borrower shall pay in an amount equal to 103% of the aggregate amount of each Letter of Credit then outstanding (Section 9.04). Notwithstanding anything contained in any Application to the contrary: (i) the Borrower shall not be liable for the amount under a Letter of Credit before being presented with a drawing thereunder, and (ii) if the Borrower does not pay the amount of Credit on the date such drawing is paid, except as otherwise provided for in Section 2.06, the amount of the drawing shall bear interest (which the Borrower hereby promises to pay) from and after the date of the drawing at the Margin plus the Base Rate from time to time in effect (computed on the basis of a year of 365 days) until the L/C Issuer issues any Letter of Credit with an expiration date that is automatically extended until the date of its then scheduled expiration date, unless the Administrative Agent or the Required Lenders in writing agree to extend it before the time necessary to prevent such automatic extension if before such required notice of extension is given before the Revolving Credit Termination Date, (ii) the Revolving Credit Commitments have been terminated, (iii) the Required Lenders (with notice to the Administrative Agent) have given the L/C Issuer instructions to issue Letters of Credit, or the L/C Issuer agrees to issue amendments to the Letter(s) of Credit increasing the amount, or the conditions of Section 7 and the other terms of this Section.

(c) *The Reimbursement Obligations.* Subject to Section 2.03(b), the obligations under a Letter of Credit (a "Reimbursement Obligation") shall be governed by the Application related to such Letter of Credit on the date when each drawing is to be paid if the Borrower has been informed of such drawing before the date of payment or, if notice of such drawing is given to the Borrower after 11:00 a.m. on the date when such drawing is made, in immediately available funds at the Administrative Agent's principal office in Chicago, Illinois, on the date when such drawing is made, by the Borrower (who shall thereafter cause to be distributed to the L/C Issuer such amount(s) in immediately available funds) on the date due and the Participating Lenders fund their participations therein in the manner set forth in the Application. The Administrative Agent in discharge of any of the relevant Reimbursement Obligations shall be discharged of any such obligations.

(d) *Obligations Absolute.* The Borrower's obligation to reimburse L/C Obligations shall be absolute and strictly in accordance with the terms of this Agreement and the relevant Application under any circumstances, and the enforceability of any Letter of Credit or this Agreement, or any term or provision therein,

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(ii) any draft or other document presented under a Letter of Credit proving to be forged, altered, or otherwise inaccurate in any respect, (iii) payment by the L/C Issuer under a Letter of Credit against presentation of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to those set forth in a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations under a Letter of Credit, have any liability or responsibility by reason of or in connection with the issuance or transfer of such Letter of Credit (irrespective of any of the circumstances referred to in the preceding sentence), or any error, or other communication under or relating to any Letter of Credit (including any document required to be presented in consequence arising from causes beyond the control of the L/C Issuer; provided that the foregoing shall not limit the extent of any direct damages (as opposed to consequential damages, claims in respect of which recovery is not permitted by applicable law) suffered by the Borrower or any Loan Party that are caused by the presentation of documents presented under a Letter of Credit comply with the terms thereof. The parties hereto shall be bound by the part of the L/C Issuer (as determined by a court of competent jurisdiction by final and non-appealable judgment) in each such determination. In furtherance of the foregoing and without limiting the generality of the foregoing, the



(h) *Replacement of the L/C Issuer.* The L/C Issuer may be replaced at any time by the Administrative Agent, the L/C Issuer, and the successor L/C Issuer. The Administrative Agent shall notify the Lenders of the replacement. If the replacement becomes effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced L/C Issuer. The successor L/C Issuer shall have all the rights and obligations of the L/C Issuer under this Agreement. The term "L/C Issuer" shall be deemed to refer to such successor or to any previous L/C Issuer. After the replacement of an L/C Issuer hereunder, the replaced L/C Issuer shall remain

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rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit and Letters of Credit.

Section 2.04 *Applicable Interest Rates.*

(a) *Base Rate Loans.* Each Base Rate Loan made or maintained by a Lender shall bear interest at the Base Rate may be (or 360 days, in the case of clause (c) of the definition of Base Rate relating to SOFR), such Loan is advanced, or created by conversion from a SOFR Loan, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of (A) Daily Simple SONIA plus the Base Rate

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plus the Base Rate from time to time in effect, payable in arrears by the Borrower on each Interest Period.

(b) *Term Benchmark Loans; RFR Loans.* Each (i) Term Benchmark Loan made or maintained by a Lender shall bear interest during each Interest Period outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof from the date such Loan is advanced or created by conversion from a Base Rate Loan, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of (A) Daily Simple SONIA plus the Relevant Rate applicable for such Interest Period, payable in arrears by the Borrower on each Interest Period; and (ii) RFR Loan made or maintained by a Lender shall bear interest during each Interest Period (whether by acceleration or otherwise) at a rate per annum equal to the sum of (A) Daily Simple SONIA plus the Relevant Rate applicable for such Interest Period, payable in arrears by the Borrower on each Interest Period.

(c) *Rate Determinations.* The Administrative Agent shall determine each interest rate applicable to a Loan. The Administrative Agent's determination thereof shall be conclusive and binding except in the case of manifest error. In consultation with the Borrower, the Administrative Agent will have the right to make Conforming Changes from time to time. Any amendments implementing such Conforming Changes will become effective upon the date of the Loan Document (other than the consultation rights of the Borrower pursuant to the definition of Conforming Changes in the Loan Document) and the Lenders of the effectiveness of any Conforming Changes in connection with the Loan.

Section 2.05 *Minimum Borrowing Amounts; Maximum Term Benchmark Loans.* The Borrower shall not borrow under the Revolving Facility in an amount not less than \$500,000. Each Borrowing of Term Benchmark Loans advanced under the Revolving Facility shall be in an amount not less than \$500,000 or such greater amount which is an integral multiple of \$500,000. Without the consent of the Administrative Agent, the Borrower shall not borrow Term Benchmark Loans outstanding under the Revolving Facility at any one time.

Section 2.06 *Manner of Borrowing Loans and Designating Applicable Interest Rates.*

(a) *Notice to the Administrative Agent.* The Borrower shall give notice to the Administrative Agent of the requested date of any Borrowing of, conversion to or continuation of, Term Benchmark Loans.





(c) *Requests for Swing Loans.* Borrower shall give Administrative Agent prior which Borrower requests that any Swing Loan be made, of the amount and date of such Swing

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requested therefor. Administrative Agent shall promptly advise the Swing Line Lender of any Lender shall in its discretion quote an interest rate to Borrower at which the Swing Line Lender Period so requested (the rate so quoted for a given Interest Period being herein referred to as the interest rate quote is given for immediate and irrevocable acceptance. If the Borrower d amount requested by the Borrower for such Swing Loan, the Swing Line Lender's Quoted Rate at the rate per annum determined by adding the Applicable Margin for Base Rate Loans under Anything contained in the foregoing to the contrary notwithstanding, the undertaking of the § conditions of this Agreement (*provided* that the Swing Line Lender shall be entitled to assume t unless notified to the contrary by Administrative Agent or the Required Lenders).

(d) *Participations.* Each time that a Swing Loan is made by the Swing Line Lender hereto, to have unconditionally and irrevocably sold to each Lender and each Lender shall be irrevocably purchased from the Swing Line Lender, a participation in such Swing Loan to the ex

(e) *Repayment of Swing Loans.* Each Swing Loan shall be paid in full by the Borrower when such Swing Loan is made which date shall in any event be not less than three that there shall exist a Defaulting Lender, immediately upon the request of the Swing Line Lender to eliminate any Fronting Exposure in respect of such Swing Loans. Further, the Swing Line Lender, require each Lender to fund the participation acquired by such Lender pursuant to Section 2.06 Revolving Loan in the amount of such Lender's Percentage of such Swing Loan (including, repaying such Swing Loan. Not later than 12:00 noon on the date of any notice received p available its required Revolving Loan, in each case in immediately available funds, at Administrative Agent). Revolving Loans made

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pursuant to this Section 2.07(e), shall initially be Base Rate Loans and thereafter may be contingent provided in Section 2.06 and subject to the other conditions and limitations set forth in this Section 2.07 Swing Line Lender's making any Swing Loan, that any applicable condition precedent set forth in Section 2.07(e) to repay Swing Loans or to fund the participation shall be irrevocable and absolute and shall not be affected by any circumstances, including, without limitation, any Lender may have against Borrower, the Administrative Agent, the Swing Line Lender or any other party. In the event of any adverse change in the condition (financial or otherwise) of Borrower, or (d) any other circumstance that requires the Swing Line Lender to make payment to the Administrative Agent of any amount due under this Section 2.07(e), interest shall commence on the date of demand and ending on the date such amount is received and the obligation of the principal

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4.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee (if a Lender accepts such assignment); *provided that*:

- (i) the Borrower shall have paid to the Administrative Agent the assigned amount;
- (ii) such Lender shall have received payment of an amount equal to the amount of the Loans assigned to it (including accrued interest thereon, accrued fees and all other amounts payable to it hereunder and any other amounts payable to it if the Loans owing to it were prepaid rather than assigned) from the assignee (to the extent of the amount assigned) (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation or reimbursement under Section 4.01, such assignment will result in a reduction in such compensation or reimbursement to the extent of the amount assigned;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Defaulting Lender, such assignment is subject to any applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior to the time of such assignment or delegation, the Borrower to require such assignment and delegation cease to apply.

Section 2.14 Defaulting Lenders.

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(a) *Defaulting Lender Adjustments.* Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section 2.14 hereof shall be applied at such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law.

(i) *Waivers and Amendments.* Such Defaulting Lender's right to approve or disapprove any assignment or delegation shall be restricted as set forth in the definition of Required Lenders.

(ii) *Defaulting Lender Waterfall.* Any payment of principal, interest, fees and expenses due to a Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 9.01 hereof or pursuant to Section 13.07 hereof) shall be applied at such time or times as may be determined by the Administrative Agent hereunder; *second*, to the extent of the amount assigned, to the L/C Issuer or Swing Line Lender hereunder; *third*, to Cash Collateralize the L/C Issuer's future Fronting Exposure pursuant to Section 2.15; *fourth*, as the Borrower may request (so long as no Default exists), to the extent of the amount assigned, to the L/C Issuer's future Fronting Exposure held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's obligations under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with the L/C Issuer's future Fronting Exposure; *fifth*, to the payment of any amount due to a Defaulting Lender as a result of a judgment of a court of competent jurisdiction obtained by the L/C Issuer against a Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default exists, to the extent of the amount assigned, to the payment of any amount due to a Defaulting Lender as a result of a judgment of a court of competent jurisdiction obtained by the Borrower against a Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise determined by the Administrative Agent, to the payment of the principal amount of any Loans or L/C Obligations in respect of which such

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has not fully funded its appropriate share, and (y) such Loans were made or the related Section 7.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of, or L/C Obligations owed to, such Defaulting Lender. If such payment is not applied to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender, such payment shall be applied to the payment of any L/C Obligations and Swing Loans are held by the Lenders pro rata in accordance with their respective percentage ownership in such L/C Obligations and Swing Loans. In the event of any such payments, prepayments or other amounts paid or payable to a Defaulting Lender that are not applied to the payment of any L/C Obligations or Swing Loans, such amounts shall be deemed paid to and redirected by the Administrative Agent to the Collateral pursuant to this Section 2.14(a)(ii).

(iii) *Certain Fees.*

(A) No Defaulting Lender shall be entitled to receive any compensation for its services. The Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to the Defaulting Lender.

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to pay any such fee that otherwise would have been required to have been paid to the Defaulting Lender.

(B) Each Defaulting Lender shall be entitled to receive L/C Participation Fees to the extent allocable to its Percentage of the stated amount of Letters of Credit for which it is a Lender.

(C) With respect to any L/C Participation Fee not required to be paid by the Borrower, (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to the Defaulting Lender that is allocable to such Non-Defaulting Lender's L/C Obligations or Swing Loans that has been reallocated to such Non-Defaulting Lender as applicable, the amount of any such fee otherwise payable to such Defaulting Lender that is allocable to such Defaulting Lender's L/C Obligations or Swing Loans, and (z) not be required to pay the remaining amount of any such fee otherwise payable to such Defaulting Lender.

(iv) *Reallocation of Participations to Reduce Fronting Exposure.* All or any portion of any L/C Participation Fee shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Percentage of the stated amount of Letters of Credit (including their respective Credit Commitments) but only to the extent that (x) the conditions set forth in Section 13.22 are satisfied, (y) the Administrative Agent has otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have consented to such reallocation (including at such time), and (y) such reallocation does not cause the aggregate Revolving Loans and Swing Loans to exceed the aggregate Revolving Credit Commitment of the Defaulting Lender's Revolving Credit Commitment. Subject to Section 13.22, no reallocation shall be required against a Defaulting Lender arising from that Lender having become a Defaulting Lender or from the Defaulting Lender's increased exposure following such reallocation.

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(v) *Cash Collateral, Repayment of Swing Loans.* If the reallocation described in this Section 13.22 shall, without prejudice to any right or remedy available to them hereunder or under the Loan Agreement, result in the Defaulting Lender's increased exposure following such reallocation, the Borrower shall, without prejudice to any right or remedy available to them hereunder or under the Loan Agreement, be required to provide to the Defaulting Lender, within the time specified in Section 13.22, cash collateral in an amount equal to the Defaulting Lender's increased exposure following such reallocation.

Fronting Exposure and (y) second, Cash Collateralize the L/C Issuer's Fronting Exposure

(b) *Defaulting Lender Cure*. If the Borrower, the Administrative Agent, the Swing Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of therein (which may include arrangements with respect to any Cash Collateral), that Lender will other Lenders or take such other actions as the Administrative Agent may determine to be necessary Credit and Swing Loans to be held pro rata by the Lenders in accordance with their respective will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise

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change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any Lender.

(c) *New Letters of Credit/Swing Loans*. So long as any Lender is a Defaulting Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect to the unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swing Loan

Section 2.15 *Cash Collateral for Fronting Exposure*. At any time that there shall exist the Administrative Agent or any L/C Issuer (with a copy to the Administrative Agent) the Borrower Defaulting Lender (determined after giving effect to [Section 2.14\(a\)\(iv\)](#)) and any Cash Collateral Collateral Amount.

(a) *Grant of Security Interest*. The Borrower, and to the extent provided by any Agent, for the benefit of the L/C Issuers, and agree to maintain, a first priority security interest fund participations in respect of L/C Obligations, to be applied pursuant to clause (b) below. If any right or claim of any Person other than the Administrative Agent and the L/C Issuers as Minimum Collateral Amount, the Borrower shall, promptly upon demand by the Administrative amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided

(b) *Application*. Notwithstanding anything to the contrary contained in this Agreement of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to provided by a Defaulting Lender, any interest

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accrued on such obligation) for which the Cash Collateral was so provided, prior to any other ap

(c) *Termination of Requirement*. Cash Collateral (or the appropriate portion thereof required to be held as Cash Collateral pursuant to this [Section 2.15\(c\)](#)) following (A) the elimination Lender status of the applicable Lender), or (B) the determination by the Administrative Agent as to [Section 2.15](#), the Person providing Cash Collateral and each L/C Issuer may agree that Cash obligations; and *provided further* that to the extent that such Cash Collateral was provided by the the security interest granted pursuant to the Loan Documents.

Section 2.16 *Incremental Facilities*. The Borrower may (a) add one or more increments thereunder "*Incremental Term Loans*") or (b) increase the aggregate amount of the Revolving

attached hereto as Exhibit I (or in such other form reasonably acceptable to the Administrator) as of the date of its effectiveness.

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date of such increase (the "Revolver Increase" and together with any Incremental Term Facility and any additional Revolving Credit Commitment for an existing Lender) and the amount of its Revolving Credit Commitment, *provided, however,* that:

(a) the aggregate amount of all such Incremental Facilities shall not exceed the amount of the Equivalent Debt issued, incurred or otherwise obtained in reliance on this clause (i), (ii) an amount equal to the aggregate Revolving Increase is fully funded), the Total Leverage Ratio (calculated on a Fully Amortized Basis) of the Agent pursuant to Section 8.05(a) or (b) hereof immediately prior to such Revolver Increase; (ii) if such Incremental Facility are used substantially concurrently to finance a Permitted Acquisition or similar investment of, or on obtaining, third party financing (a "Limited Condition Acquisition"), then at the election of the Borrower, the amount required to be satisfied on the LCT Test Date and (iii) an amount equal to all voluntary prepayments (including amount so repaid, repurchased and/or canceled) of Incremental Term Loans, Incremental Term Loans accompanied by a permanent reduction in the Revolving Credit Commitments therefor), in each case, to the extent of the avoidance of doubt, Revolving Loans) (it being understood that (I) the Borrower shall be deemed to be in compliance before capacity under clauses (ii) or (iii), and capacity under clause (iii) shall be deemed to be in compliance with (i), (ii) and (iii), and proceeds from any such incurrence under clauses (i), (ii) and (iii) may be used for the purpose of an incurrence under clause (ii) and then calculating the incurrence under clause (iii));

(b) the Incremental Facilities and related guarantees may rank *pari passu* in right of payment with the Revolving Loans and in the case of any

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Incremental Term Facility only, may also rank junior in right of payment and be secured on a junior lien to the Revolving Loans.

(c) immediately prior to and after giving effect to such Incremental Facility, if the proceeds of the Incremental Facility are used substantially concurrently to finance a Limited Condition Acquisition, this clause (c) shall only be required to be satisfied on the LCT Test Date; *provided, however,* that if the proceeds of such Incremental Facility, no Event of Default under Section 9.01(a), (j) or (k) hereof shall occur.

(d) each of the representations and warranties set forth in Section 6 and in Section 7 shall be true and correct as of the effective date of such Incremental Facility (where not already qualified by materiality and accuracy as of an earlier date, in which case they shall be true and correct in all material respects (where not already qualified by materiality and accuracy) *provided* that if the proceeds of the Incremental Facility are used substantially concurrently to finance a Limited Condition Acquisition, the foregoing condition in this clause (d) shall only be required to be satisfied on the LCT Test Date and the funding of the Incremental Facility, only the Specified

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Representations shall have to be true and correct in all material respects (without duplication of

(e) (i) all Incremental Term Loans shall have a maturity date no earlier than the on the Revolving Credit Termination Date;

(f) any Incremental Term Facility may permit voluntary and customary mand payments, excess cash flow prepayments, and prepayments with debt, asset sale and casualty

(g) except as otherwise provided in this Section 2.16, any Incremental Term F Borrower and the applicable lenders providing such Incremental Term Facility; *provided* that s Administrative Agent acting reasonably) market terms and conditions (taken as a whole) at (excluding fees, original issue discount, interest rates, rate floors, spread adjustments, call pre terms under those in the Revolving Credit Facility when taken as a whole and, in each case, a covenants or other provisions (x) applicable only to periods after the latest final maturity of th benefit of all existing Lenders (which may be accomplished without further amendment voting re

The effective date of the Incremental Facility shall be agreed upon by the Borrower and Schedule 2.2 shall be deemed amended to reflect any Revolver Increase and the new Lende sufficient such that after giving effect to its Revolving Loans each Lender shall have outstanding Commitments. Notwithstanding anything herein to the contrary, no Lender shall have any

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obligation to participate in any Incremental Facility and no Lender's Revolving Credit Commi option, unconditionally and without cause, decline to participate in any Incremental Facility.

Section 2.17 *MIRE Events*. Each of the parties hereto acknowledges and agrees that of the Revolving Loan Commitments or Loans (including the provision of Incremental Loans or or conversion of borrowings, (ii) the making of any Loans or (iii) the issuance, renewal or exte delivery of all flood hazard determination certifications, acknowledgements and evidence of Mortgaged Properties as required by Flood Laws and as otherwise reasonably required by the from the Lenders, flood insurance due diligence and flood insurance compliance has been con conditioned or delayed).

#### ARTICLE III Fees.

##### Section 3.01 Fees.

(a) *Revolving Credit Commitment Fee*. The Borrower shall pay to the Admin Percentages a commitment fee at the rate

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without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender with any Loan Document, and any reasonable expenses arising therefrom or with respect there relevant Governmental Authority. A certificate as to the amount of such payment or liability manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any otherwise payable by the Administrative Agent to the Lender from any other source against any

(f) *Evidence of Payments.* As soon as practicable after any payment of Taxes by the Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) *Status of Lenders.* (i) Any Lender that is entitled to an exemption from or reduction of such backup withholding shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent as executed documentation reasonably requested by the Borrower or the Administrative Agent as withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower to comply with the backup withholding or information reporting requirements. Notwithstanding anything to the contrary in such documentation (other than such documentation set forth in Section 4.01(g)(ii)(A), (ii)(B)) a completion, execution or submission would subject such Lender to any material unreimbursed costs incurred by such Lender.

(i) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower the documentation required by the Administrative Agent becomes a Lender under this

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Agreement (and from time to time thereafter upon the reasonable request of the Borrower) that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to such documentation (copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender (and thereafter upon the reasonable request of the Borrower or the Administrative Agent), when

(ii) in the case of a Foreign Lender claiming the benefits of an income tax treaty with respect to interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal backup withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to such interest, executed originals of IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal backup withholding tax;

(iii) executed originals of IRS Form W-8ECI;

(iv) in the case of a Foreign Lender claiming the benefits of the exemption from U.S. federal backup withholding tax, executed originals of IRS Form W-8BEN-E, or other documentation substantially in the form



any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnified party the amount paid over pursuant to this subsection (h) (plus any penalties event that such indemnified party is required to repay such refund to such Governmental Authority the indemnified party be required to pay any amount to an indemnifying party pursuant to this favorable net after-Tax position than the indemnified party would have been in if the Tax subject or otherwise imposed and the indemnification payments or additional amounts giving rise to such any indemnified party to make available its Tax returns (or any other information relating to its T

(i) *Survival*. Each party's obligations under this Section shall survive the resignation the replacement of, a Lender, the termination of the Revolving Credit Commitments and the rep

Section 4.02 *Change of Law*. Notwithstanding any other provisions of this Agreement or any Lender to make, maintain or fund Loans whose interest rate is determined by reference to the F to determine or charge interest rates based upon the Relevant Rate, or any Governmental Authority or sell, or to take deposits of, Dollars or any Agreed Foreign Currency in the applicable inter Administrative Agent, (i) any obligation of such Lender to make or continue Term Benchmark Loans denominated in Dollars, to convert Base Rate Loans to Term Benchmark Loans shall be maintaining Base Rate Loans the interest rate on which is determined by reference to the R Loans of such Lender, shall, if necessary to avoid such illegality, be

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determined by the Administrative Agent without reference to the Relevant Rate component of the the Borrower that the circumstances giving rise to such determination no longer exist (and each ceasing to exist). Upon receipt of such notice by the Borrower, (x) the Borrower shall, upon ( applicable and such Loans are denominated in Dollars, convert all Term Benchmark Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain s lawfully continue to maintain such Term Benchmark Loans and (y) if such notice asserts the Relevant Rate, the Administrative Agent shall during the period of such suspension compute component thereof until the Administrative Agent is advised in writing by such Lender that it is the Relevant Rate (and each Lender hereby agrees to provide notice to the Administrative Agent for prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prej

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Section 4.03 *Unavailability of Deposits or Inability to Ascertain, or Inadequacy of, Term*

(a) if the Administrative Agent determines (which determination shall be conducted during the Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for the Relevant Rate is not available or published on a current basis), for the applicable Agreed Currency and such Interest Period for ascertaining the applicable Daily Simple SONIA or RFR for the applicable Agreed Currency;

(b) if the Administrative Agent is advised by the Required Lenders that (A) prior to the start of the Interest Period the Relevant Rate for the applicable Agreed Currency and such Interest Period will not adequately determine the interest rate on their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency and such

the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lender Borrowing for the applicable Agreed Currency, as applicable;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephonic notice. If the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to the notice shall be given by the Administrative Agent promptly after such circumstances cease to exist, then such Borrowing shall be made as a Base Rate Loan and (C) if any Loan Notice requests a Term Benchmark Borrowing shall be ineffective; provided that if the circumstances giving rise to the notice shall be given by the Administrative Agent promptly after such circumstances cease to exist, then such Borrowing shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any currency other than the applicable Agreed Currency referred to in this Section 4.03 with respect to a Relevant Rate at

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Loan or RFR Loan, then until the Administrative Agent notifies the Borrower and the Lenders that the applicable Agreed Currency is no longer the relevant Benchmark (which notice shall be given by the Administrative Agent promptly after such notice is received), then on the last day of the Interest Period applicable to such Loan (or the next day thereafter) shall be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan denominated in the applicable Agreed Foreign Currency, then such Loan shall, on the last day of the Interest Period applicable to such Loan (or the next day thereafter) bear interest at the Central Bank Rate for the applicable Agreed Foreign Currency plus the applicable Margin, as determined reasonably and in good faith (which determination shall be conclusive and binding absent demonstrable error) and shall be prepaid by the applicable Borrower on such day or (B) solely for the purpose of calculating the interest on such Loan denominated in any Agreed Foreign Currency shall be deemed to be a Term Benchmark Loan.

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same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time of determination, then such Loan shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the applicable Margin, as determined reasonably and in good faith (which determination shall be conclusive and binding absent demonstrable error) and shall be prepaid by the applicable Borrower on such day or (B) solely for the purpose of calculating the interest on such Loan denominated in Dollars (in an amount equal to the Dollar Equivalent of such Applicable Current Rate).

#### Section 4.04 *Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) subject any Lender (or its Lending Office) or the L/C Issuer to any increase in the cost of funds, or its participation in any thereof, any Reimbursement Obligations owed to it or its obligations under the Loan Documents (except for (A) Indemnified Taxes and (B) Excluded Taxes), or shall change the terms of the principal of or interest on its Term Benchmark Loans, Letter(s) of Credit, or participation in any thereof, or issue a Letter of Credit, or acquire participations therein (except for (A) Indemnified Taxes and (B) Excluded Taxes) imposed by the jurisdiction in which such Lender's or the L/C Issuer's office is located;

(ii) impose, modify or deem applicable any reserve, special deposit or other requirement imposed by the jurisdiction in which such Lender's or the L/C Issuer's office is located;

Notes, its Letter(s) of Credit, or its participation in any thereof, any Reimbursement Obligation, or to participate therein;

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and the result of any of the foregoing is to increase the cost to such Lender (or its Lending Office) or maintaining a Letter of Credit, or participating therein, or to reduce the amount of any sum received by such Lender or L/C Issuer under this Agreement or under any other Loan Document with respect thereto, by an amount deemed to be a net demand by such Lender or L/C Issuer (with a copy to Administrative Agent), Borrower shall be deemed to have agreed to pay to such Lender or L/C Issuer as will compensate such Lender or L/C Issuer for such increased cost or reduction.

(b) *Capital Requirements.* If any Lender or L/C Issuer determines that any Lender or such Lender's or L/C Issuer's holding company, if any, regarding capital or liquidity of such Lender or L/C Issuer's capital or on the capital of such Lender's or L/C Issuer's holding company, or the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Loans, is not maintained at a level below that which such

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Lender or L/C Issuer or such Lender's or L/C Issuer's holding company could have achieved but for the application of such policies and the policies of such Lender's or L/C Issuer's holding company with respect to capital requirements, as the case may be, such additional amount or amounts as will compensate such Lender or L/C Issuer for the reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of a Lender or L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 4.05. The Borrower shall pay such Lender or L/C Issuer, as the case may be, the amount shown as payable on such certificate. The amounts payable by the Borrower shall not be duplicative of any amount paid previously under this Agreement.

(d) *Delay in Requests.* Failure or delay on the part of any Lender or L/C Issuer in exercising such Lender's or L/C Issuer's right to demand such compensation; *provided* that the Borrower shall not be liable for any increased costs incurred or reductions suffered more than six (6) months prior to the date of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or L/C Issuer's failure to exercise its right to demand such compensation is retroactive, then the six-month period referred to in this subsection shall be retroactive to the date of the Change in Law giving rise to such increased costs or reductions.

Section 4.05 *Funding Indemnity.* If any Lender shall incur any loss (other than lost profit) or cost or expense incurred by reason of the liquidation or re-employment of deposits or other funds of such Lender or L/C Issuer in connection with the funding of such Lender's or L/C Issuer's Swing Loans or the relending or reinvesting of such deposits or amounts paid or prepaid to such Lender or L/C Issuer, the Borrower shall indemnify such Lender or L/C Issuer for such loss, cost or expense.

(a) any payment, prepayment or conversion of a Term Benchmark Loan or Swing Loan;

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(b) any failure (because of a failure to meet the conditions of [Section 7](#) or otherwise) to make a payment of principal on any Term Benchmark Loan, or to convert a Base Rate Loan into a Term Benchmark Loan or Swing Loan on the date:

(c) any failure by the Borrower to make any payment of principal on any Term Benchmark Loan or

(d) any acceleration of the maturity of a Term Benchmark Loan or Swing Loan

then, upon the demand of such Lender, the Borrower shall pay to such Lender such amount as may be necessary to satisfy such a claim for compensation, it shall provide to the Borrower, with a copy to the Administrative Agent, in reasonable detail and the amounts shown on such certificate shall be conclusive absent manifest error.

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**Section 4.06 Discretion of Lender as to Manner of Funding.** Notwithstanding any other provision to the contrary, the Lender may, at its option, fund all or any part of its Loans in any manner it sees fit.

**Section 4.07 Lending Offices; Mitigation Obligations.** Each Lender may, at its option, designate in writing one or more Lending Offices for each type of Loan available hereunder. Each Lender may elect and designate in a written notice to the Borrower and the Administrative Agent. If any Lender is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the purpose of (i) request of the Borrower) use reasonable efforts to designate a different lending office for funding of such Loan to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation is necessary, and (ii) would not subject such Lender to any additional tax liability, it shall not be subject to such Lender. The Borrower hereby agrees to pay all reasonable and documented costs of such designation and assignment.

**Section 4.08 Effect of Benchmark Transition Event.**

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein, if a Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, the Benchmark shall be replaced (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark (including (including any related adjustments)) for all purposes hereunder and under any Loan, and (2) in all settings without any amendment to, or further action or consent of any other party to, this Agreement. The Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan.

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Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5<sup>th</sup>) Business Day after the Benchmark Replacement Date. The Administrative Agent to the Lenders and the Borrower without any amendment to, or further action or consent of any other party to, this Agreement, so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement.

(b) **Benchmark Replacement Conforming Changes.** (i) Notwithstanding anything to the contrary herein, the Administrative Agent will have the right (in consultation with the Borrower) to make Benchmark Replacement Conforming Changes to the Benchmark Replacement Date.



(and (and the Borrower may revoke any request for a Borrowing of, conversion to or continuation of, or a Benchmark Unavailability Period). During any Benchmark Unavailability Period for Dollars or at any time that such Loan is outstanding on a Benchmark Unavailability Period, the component of Base Rate based upon the then-current Benchmark or such tenor for such Loan shall be the Base Rate applicable to such Loan. Furthermore, if any Term Benchmark Loan in any Agreed Foreign Currency is outstanding on a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan in any Agreed Foreign Currency is implemented pursuant to this [Section 4.08](#)) such Loan shall, on the last day of the Benchmark Unavailability Period (or the next succeeding Business Day if such day is not a Business Day), at the Borrower's election prior to such day: (A) be prepaid by the Borrower in full immediately on the last day of the Benchmark Unavailability Period (or the next succeeding Business Day if such day is not a Business Day), shall constitute, a Base Rate Loan denominated in Dollars (in an amount equal to the Dollar Equivalent of the amount of such Loan); or (B) be prepaid in full immediately on the last day of the Benchmark Unavailability Period (or the next succeeding Business Day if such day is not a Business Day), local time of the Benchmark Loan into a Base Rate Loan denominated in Dollars). If any RFR Loan is outstanding on a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such RFR Loan (or the next succeeding Business Day if such day is not a Business Day), bear interest at the then-current applicable rate. If the Administrative Agent determines reasonably and in good faith (which determination shall be binding on the Borrower) that the applicable rate for Pounds Sterling cannot be determined, any outstanding affected RFR Loans denominated in Pounds Sterling shall bear interest at the then-current applicable rate. If the Administrative Agent determines reasonably and in good faith (which determination shall be binding on the Borrower) that the applicable rate for Euro Rate Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of Pounds Sterling) cannot be determined, any outstanding affected Euro Rate Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of Pounds Sterling) shall bear interest at the then-current applicable rate. (or the next succeeding Business Day if such day is not a Business Day) or (B) be prepaid in full immediately on the last day of the Benchmark Unavailability Period (or the next succeeding Business Day if such day is not a Business Day).

**ARTICLE V** *Place and Application of Payments.*

Section 5.01 *Place and Application of Payments.* All payments of principal of and interest on the Loans, and all other payments payable by the Borrower under this Agreement and the other Loan Documents, shall be made on the due date thereof at the office of the Administrative Agent in Chicago, Illinois (or such other location as may be specified in writing by the Lender(s) or L/C Issuer entitled thereto. Any payments received after such time shall be deemed to have been received on the due date thereof.

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received by the Administrative Agent on the next Business Day. All such payments shall be made to the Administrative Agent in the case without set-off or counterclaim. Except as otherwise expressly provided herein, all payments shall be made in the currency in which the Loan is denominated in an Agreed Foreign Currency shall be made to the Administrative Agent, for the account of the Lender(s) or L/C Issuer. The Administrative Agent will promptly thereafter cause to be distributed to the Lender(s) or L/C Issuer the Reimbursement Obligations in which the Lenders have purchased Participating Interests that are payable to any Lender to such Lender, in each case to be applied in accordance with the terms of the Loan Documents. All payments from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lender(s) or L/C Issuer shall be deemed to have been received on the due date thereof.

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If the Administrative Agent determines (in its sole and absolute discretion) that any of the following conditions exist, the Administrative Agent may, in its sole and absolute discretion, refuse to make the corresponding payment to Administrative Agent; (2) Administrative Agent determines that the Borrower will not make such payment, the Administrative Agent may, in its sole and absolute discretion, refuse to make the corresponding payment to Administrative Agent in accordance herewith and may (but shall not be required to), in reliance upon such assumption, make the corresponding payment to Administrative Agent. With respect to any payment that Administrative Agent makes to Administrative Agent determines (in its sole and absolute discretion) that any of the following conditions exist, the Administrative Agent may, in its sole and absolute discretion, refuse to make the corresponding payment to Administrative Agent; (2) Administrative Agent determines that the Borrower will not make such payment, the Administrative Agent may, in its sole and absolute discretion, refuse to make the corresponding payment to Administrative Agent in accordance herewith and may (but shall not be required to), in reliance upon such assumption, make the corresponding payment to Administrative Agent.

individually or in the aggregate (whether or not then owed); or (3) Administrative Agent has for Parties severally agrees to repay to Administrative Agent forthwith on demand the Rescindable interest thereon, for each day from and including the date such amount is distributed to it to Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking

Section 5.02 *Non-Business Days*. Subject to the definition of Interest Period, if any payment is due on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such principal amount is due and payable. Interest on such principal amount which accrued amount shall be due and payable on the next scheduled date for the payment of

Section 5.03 *Payments Set Aside*. To the extent that any payment by or on behalf of the Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including by a court) to be repaid to a trustee, receiver or any other party, in whole or in part, (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied by such payment has not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally (without duplication) of any amount so recovered from or repaid by the Administrative Agent, shall be made at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by Administrative Agent for interbank compensation for each such day.

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## ARTICLE VI *Representations and Warranties*.

Each Loan Party represents and warrants to the Administrative Agent and the Lenders that:

Section 6.01 *Organization and Qualification*. Each Loan Party is duly organized, validly existing, and in good standing as a partnership, as applicable, under the laws of the jurisdiction in which it is organized, has full and complete legal capacity to enter into and perform its obligations hereunder, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of

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leased by it requires such licensing or qualifying, except where the failure to do so would not have a Material Adverse Effect.

Section 6.02 *Subsidiaries*. Each Restricted Subsidiary that is not a Loan Party is duly organized, validly existing, and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned by it requires such licensing or qualifying, except where the failure to do so would not have a Material Adverse Effect. As of the Closing Date, Schedule 6.2 sets forth the jurisdiction of its organization, the percentage of issued and outstanding shares of each class of capital stock of each Restricted Subsidiary and, if such percentage is not 100% (excluding directors' qualifying shares as restricted equity interests and the number of shares of each class issued and outstanding. All of the shares of each class of capital stock of each Restricted Subsidiary are validly issued and outstanding and, in the case of any corporation, fully paid and non-assessable. Schedule 6.2 as owned by the relevant Loan Party or another Subsidiary are owned, beneficially, by the Loan Parties and the Administrative Agent. There are no outstanding commitments or other obligations of any Restricted Subsidiary to issue or redeem any class of capital stock or other equity interests of any Restricted Subsidiary.

Section 6.03 *Authority and Validity of Obligations.* Each Loan Party has full right and authority to make the borrowings herein provided for (in the case of the Borrower), to guarantee the same, and to execute the Liens described in the Collateral Documents executed by such Loan Party, and to enforce the same. The Loan Documents delivered by the Loan Parties have been duly authorized and executed by them, and their obligations of such Loan Parties enforceable against each of them in accordance with their respective laws of conveyance or similar laws affecting creditors' rights generally and general principles of equity (including without limitation, proceeding in equity or at law); and this Agreement and the other Loan Documents do not, nor will they, (a) contravene or constitute a default under any provision of any Restricted Subsidiary of a Loan Party or any provision of the organizational documents (including without limitation, articles of association and operating agreement, partnership agreement, or other similar organizational documents) of any Loan Party; or (b) contravene or constitute a default under any covenant, indenture or agreement of or affecting any Loan Party.

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respectively, in each case where such contravention or default, individually or in the aggregate, (a) results in the creation or imposition of any Lien on any Property of any Loan Party or any Restricted Subsidiary of a Loan Party; or (b) results in the creation or imposition of any Lien on any Property of any Loan Party or any Restricted Subsidiary of a Loan Party pursuant to the Collateral Documents.

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Section 6.04 *Use of Proceeds; Margin Stock.*

(a) The Borrower shall use the proceeds of the Revolving Facility to refinance the Borrower's existing debt, to pay the Closing Date or other outstanding Indebtedness; to finance Capital Expenditures and Permitted Investments contemplated hereby, for its general working capital and other corporate purposes and to pay taxes. The proceeds of the Revolving Facility will not be used in violation of Anti-Corruption Law or any applicable laws.

(b) No Loan Party nor any of its Restricted Subsidiaries is engaged in the business of purchasing or carrying any such Margin Stock. Except for the purchase of Company Stock, no part of the proceeds of any Loan or any other financing made hereunder shall be used to purchase Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock in a manner that violates or results in the creation or imposition of any Lien on any assets of the Loan Parties and their Restricted Subsidiaries which are subject to any limitation on the use of proceeds.

Section 6.05 *Financial Reports.* As of the Closing Date, the consolidated balance sheet, income statement, retained earnings and cash flows of the Borrower and its Restricted Subsidiaries as at September 30, 2022, and the related consolidated statements of income, retained earnings and cash flows of the Borrower and its Restricted Subsidiaries for the six months then ended, heretofore furnished to the Administrative Agent and the Administrative Agent's review of the consolidated financial statements of the Borrower and its Restricted Subsidiaries as at said dates and the consolidated results of operations of the Borrower and its Restricted Subsidiaries as at said dates and the consolidated results of operations of the Borrower and its Restricted Subsidiaries as at said dates, shall be applied on a consistent basis. Neither the Borrower nor any of its Restricted Subsidiaries has conducted any business, or, with respect to future periods, on the financial statements furnished pursuant to this Agreement.

Section 6.06 *No Material Adverse Change.* Since March 31, 2022, there has been no material adverse change in the financial condition, business operations, or assets of any Loan Party except those occurring in the ordinary course of business, none of which individually or in the aggregate have had a material adverse effect on the ability of any Loan Party to perform its obligations under the Loan Documents.

Section 6.07 *Full Disclosure*. The statements and information furnished to the Administrator and the other Loan Documents and the commitments by the Lenders to provide all or part of the information so furnished) do not contain any untrue statements of a material fact or omit a material fact that taken as a whole and in light of the circumstances in which made, not misleading, the Administrator

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acknowledging that as to any projections furnished to the Administrative Agent and the Lenders, the information and estimates the Loan Parties believed to be reasonable at the time such information was provided, that such projections are not to be viewed as facts and are subject to significant uncertainties and

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beyond the Borrower's and other Loan Parties' control, that no assurance can be given that any differences may be material). The information included in the Beneficial Ownership Certification respects.

Section 6.08 *Trademarks, Franchises, and Licenses*. The Borrower and each of the Loan Parties own all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, and other intellectual property rights to conduct their businesses as now conducted, without known conflict with any patent, license, or other Person, except to the extent failure to do the same would not reasonably be expected

Section 6.09 *Governmental Authority and Licensing*. The Loan Parties and their Restricted Subsidiaries, state, and local governmental authorities, if any, necessary to conduct their businesses, in each jurisdiction, are expected to have a Material Adverse Effect. No investigation or proceeding which would reasonably be expected to have a Material Adverse Effect. No investigation or proceeding which would reasonably be expected to have a Material Adverse Effect is pending or, to the knowledge of any Loan Party, threatened, except to the extent such investigation or proceeding would have a Material Adverse Effect.

Section 6.10 *Good Title*. The Borrower and its Restricted Subsidiaries have good and valid title to all real and personal property owned by the Borrower and its Restricted Subsidiaries as shown on the most recent consolidated balance sheet of the Borrower and its Restricted Subsidiaries furnished to the Lenders in the ordinary course of business or that are (or would have been, in the case of Dispositions permitted by the Loan Documents) thereof as are permitted by [Section 8.08](#).

Section 6.11 *Litigation and Other Controversies*. There is no litigation or government proceeding pending or, to the knowledge of any Loan Party, threatened, against any Loan Party or any Restricted Subsidiary of a Loan Party which would reasonably be expected to have a Material Adverse Effect.

Section 6.12 *Taxes*. Except for returns in respect of Sales and Use Taxes, all federal, state, and local taxes of a Restricted Subsidiary of a Loan Party in any jurisdiction have, in fact, been filed, and all Taxes of a Restricted Subsidiary of a Loan Party, their respective Property, income or franchises, which are shown to be due and payable in such jurisdiction, if any, as are being contested in good faith and by appropriate proceedings which prevent collection of such Taxes, established in accordance with GAAP have been provided. No Loan Party knows of any proposed or pending litigation or proceeding which adequate provisions in accordance with GAAP have not been made on their accounts. A Loan Party and each of its Restricted Subsidiaries have been made for all open years, and for its current

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Section 6.13 *Approvals*. No authorization, consent, license or exemption from, or instrumentality, nor any approval or consent of any other Person, is or will be necessary to the except for (i) such approvals which have been obtained prior to the

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date of this Agreement and remain in full force and effect, (ii) filings which are necessary to per to obtain or make which, individually or in the aggregate, could not reasonably be expected to r

Section 6.14 *[Reserved]*.

Section 6.15 *Investment Company*. No Loan Party nor any of its Restricted Subsidi Investment Company Act of 1940, as amended.

Section 6.16 *ERISA*. Except as would not reasonably be expected to result in a Materi member of its Controlled Group has fulfilled its obligations under the minimum funding standa and has not incurred any liability to the PBGC, a Plan or a Multiemployer Plan under Title IV ERISA. Except as would not reasonably be expected to result in a Material Adverse Effect, int has any contingent liabilities with respect to any post-retirement benefits under a Welfare Pla ERISA or the provisions of state or local law.

Section 6.17 *Compliance with Laws*. (a) The Loan Parties and their Restricted Subsic their Property or business operations, where any such non-compliance, individually or in the ag

(b) (a) Except for such matters, individually or in the aggregate, which would r represent and warrant that: (i) the Loan Parties and their Restricted Subsidiaries, and each c Laws; (ii) the Loan Parties and their Restricted Subsidiaries have obtained, maintain and a Authorities required for their operations and each of the Premises; (iii) the Loan Parties and the Person who has, caused any Release, threatened Release or disposal of any Hazardous M knowledge of each Loan Party, none of the Premises are adversely affected by any such Rele; and their Restricted Subsidiaries are not subject to and have no notice or knowledge of any En Party or any of the Premises, and there are no conditions or occurrences at any of the F Environmental Claim; (v) none of the Premises contain and have contained any: (1) undergro (3) landfills or dumps, (4) hazardous waste management facilities as defined pursuant to any similar state list; (vi) the Loan Parties and their Restricted Subsidiaries have not used a materi Activity at any of the Premises; (vii) none of the Premises are subject to any, and no Loan Part transferability of the Premises in connection with any (1) Environmental Law or

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(2) Release, threatened Release or disposal of a Hazardous Material; and (viii) there are no conditions that are likely to result in a Release to the environment or the health or safety of Persons.

(c)(b) Each Loan Party and each of its Subsidiaries is in material compliance with the policies and procedures implemented and maintains in effect policies and procedures designed to ensure compliance with applicable laws and regulations, and (ii) agents that are under the supervision of, or acting at the direction of, a Loan Party or its Subsidiary has made a payment, offering, or promise to pay, or authorized the payment of, or assisted in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party or party official or any candidate for foreign political office, or engaged in direct business wrongfully to such Loan Party or such Subsidiary or to any other Person.

Section 6.18 *Sanctions*. (a) Each Loan Party is in compliance in all material respects with applicable Sanctions Programs, and each Restricted Subsidiary of each Loan Party is in compliance in all material respects with the requirements of applicable Sanctions Programs provided to the Administrative Agent, the L/C Issuer, and the Lenders. Each Loan Party and its Restricted Subsidiaries shall provide all information requested by the Administrative Agent, the L/C Issuer, and the Lenders to comply with all applicable Sanctions Programs. Each Loan Party and its Restricted Subsidiaries shall, to the knowledge of any Loan Party, any officer or director of any Loan Party, or any Person that are, (i) the target of any Sanctions Programs or (ii) located, organized or residing in a country or territory subject to Sanctions Programs, and (e) each Loan Party and each of its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with applicable Sanctions Programs, and (f) each Loan Party, its Subsidiaries and their respective (i) directors, officers and employees and (ii) agents of each Loan Party or one of its Subsidiaries with all Sanctions Programs applicable to it.

Section 6.19 *Labor Matters*. Except for such matters, individually or in the aggregate, which are the subject of collective bargaining agreements, there are no strikes, lockouts or slowdowns against any Loan Party or any Restricted Subsidiary of a Loan Party. There are no collective bargaining agreements in effect between any Loan Party or any Restricted Subsidiary of a Loan Party and any labor union. Each Restricted Subsidiary of a Loan Party is under any obligation to assume any collective bargaining agreements. Each Loan Party and its Restricted Subsidiaries have remitted on a timely basis all amounts due to labor unions from employee wages and salaries relating to income tax, employment insurance, and pension plans. Each Loan Party and its Restricted Subsidiaries shall not, when due would result in the creation of a Lien against any of its Property, except for Liens permitted by law, create, incur, or allow to exist any Lien against any of its Property.

Section 6.20 [Reserved].

Section 6.21 *Solvency*. The Loan Parties and their Restricted Subsidiaries, taken together, shall maintain sufficient capital to carry on their business and all businesses in which they are about to engage in.

Section 6.22 [Reserved].

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Section 6.22 [Reserved].

Section 6.23 *No Broker Fees*. No broker's or finder's fee or commission will be payable by the Loan Parties. The Loan Parties hereby agree to indemnify the Administrative Agent, the L/C Issuer, and the Lenders harmless from, any claim, demand, or liability for any such broker's or finder's fees (including reasonable and documented expenses (including reasonable and documented attorneys' fees))

Section 6.24 *Senior Indebtedness Status.* The Secured Obligations of each Loan Party shall continue to rank at least senior in priority of payment to all Subordinated Debt and all senior debt of the Loan Party, and shall not be subject to "Junior Indebtedness" under all instruments and documents, now or in the future, relating to all Subordinated Debt.

Section 6.25 *No Covered Entity or EEA Financial Institution.* No Loan Party is a Covered Entity or an EEA Financial Institution.

#### **ARTICLE VII** *Conditions Precedent.*

Section 7.01 *All Credit Events.* At the time of each Credit Event hereunder:

(a) each of the representations and warranties set forth herein and in the other Loan Documents as of said time (where not already qualified by materiality, otherwise in all respects), except to the extent they are untrue and incorrect in all material respects (where not already qualified by materiality, otherwise in all respects);

(b) no Default or Event of Default shall have occurred and be continuing or will occur;

(c) in the case of a Borrowing the Administrative Agent shall have received the Letter of Credit the L/C Issuer shall have received a duly completed Application for such Letter of Credit or increase in the amount of a Letter of Credit, a written request therefor in a form reasonably acceptable to the Administrative Agent.

Each request for a Borrowing hereunder and each request for the issuance of, increase or renewal of a Letter of Credit shall be deemed to be a representation and warranty by the Borrower on the date on such Credit Event occurs; *provided, however,* that the Lenders may continue to make advances under the Commitments, notwithstanding the failure of the Borrower to satisfy one or more of the conditions set forth above that may then exist.

Section 7.02 *Initial Credit Event.* Before or concurrently with the initial Credit Event:

(a) the Administrative Agent shall have received this Agreement duly executed and delivered by the Borrower;

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(b) if requested by any Lender at least two (2) Business Days prior to the date of the Lender's duly executed Revolving Note of the Borrower dated the date hereof and otherwise in accordance with the terms of the Revolving Note;

(c) the Administrative Agent shall have received the Security Agreement duly executed and delivered to the Administrative Agent: (i) to the extent certificated, original stock certificates or other similar instruments representing ownership of capital stock or other equity interests in each Subsidiary of a Loan Party, and including each Foreign Subsidiary to 65% of the Voting Stock and 100% of any other equity interests as provided in the Security Agreement; (ii) powers executed in blank and undated for the Collateral consisting of the stock or other equity interests in each Subsidiary of a Loan Party, as debtor, in favor of the Administrative Agent, as secured party; and (iv) a duly completed and undated Security Agreement for the Collateral consisting of the stock or other equity interests in each Subsidiary of a Loan Party, as debtor, in favor of the Administrative Agent, as secured party;

(d) the Administrative Agent shall have received evidence of insurance required by the Revolving Note as lender's loss payee and as an additional insured, as applicable;

(e) the Administrative Agent shall have received copies of each Loan Party's Charter and any amendments thereto, certified in each instance by its Secretary or Assistant Secretary or comparable Responsible Officer;

(f) the Administrative Agent shall have received copies of resolutions of the Loan Parties authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which they are a party, together with specimen signatures of the persons authorized to execute such documents, certified in each instance by the Secretary or Assistant Secretary (or comparable Responsible Officer);

(g) the Administrative Agent shall have received copies of the certificates of incorporation or organization of each Loan Party, together with specimen signatures of the persons authorized to execute such documents, certified in each instance by the Secretary or Assistant Secretary (or comparable Responsible Officer) of the date hereof) from the office of the secretary of the state of its incorporation or organization;

(h) each Intellectual Property Security Agreement, duly executed by the , patents, as applicable that is required to be pledged in accordance with the Security Agreement

(i) [reserved] [reserved];

(j) the Administrative Agent shall have received the initial fees required to be at least one (1) Business Day prior to the Closing Date, the reasonable and documented fees, cha

(k) [reserved] [reserved];

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(l) the Administrative Agent shall have received financing statement, tax evidencing the absence of Liens thereon except as permitted by [Section 8.08](#);

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(m) the Administrative Agent shall have received (i) evidence satisfacto simultaneously terminated and all amounts thereunder shall be simultaneously repaid in full, (i (other than secured parties intended to remain outstanding after the Closing Date with Indebte things, the total amount of indebtedness outstanding and owing to them (or outstanding let containing an undertaking to cause to be delivered to the Administrative Agent UCC terminal Liens on the assets of any Loan Party or any Subsidiary of a Loan Party, which pay-off and Administrative Agent;

(n) the Administrative Agent shall have received the favorable written opinio the Administrative Agent; and

(o) each of the Lenders shall have received all documentation and other ir under applicable "know your customer" and anti-money laundering rules and regulations, inc (signed into law October 26, 2001)) including, without limitation, the information described in [S](#) Days before the Closing Date; and the Administrative Agent shall have received a fully execute other Loan Party and, if the Borrower qualifies as a "legal entity customer" under the Benefi Borrower.

#### ARTICLE VIII *Covenants*.

Each Loan Party agrees that, until all Secured Obligations (other than contingent indemn all Letters of Credit have been terminated or expired (or been Cash Collateralized) and all Re any case or cases is waived in writing pursuant to the terms of [Section 13.03](#):

Section 8.01 *Maintenance of Business*. The Borrower shall, and shall cause each otherwise provided in [Section 8.10\(c\)](#) or [8.10\(d\)](#); *provided, however*, that nothing in this Section in the reasonable business judgment of the Borrower, desirable in the conduct of its business. 7 and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks desirable to the proper conduct of its business where the failure to do so would reasonably be e



(b) as soon as available, and in any event no later than ninety (90) day consolidated balance sheet of Holdings, the Borrower and its Restricted Subsidiaries as of the statements of income, retained earnings, and cash flows of the Borrower and its Subsidiaries for detail showing in comparative form the figures for the previous fiscal year, accompanied in qualification or exception which is of a "going concern" or similar nature as to a

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limitation on the scope of audit (other than such a qualification or exception that is (x) sol Indebtedness being scheduled to occur within twelve (12) months from the time such opinion covenants set forth in Section 8.24 hereof) of Ernst & Young or another firm of independent that the consolidated financial statements have been prepared in accordance with GAAP and financial condition of Holdings, the Borrower and its Restricted Subsidiaries as of the close of s then ended and that an examination of such accounts in connection with such financial statements accordingly, such examination included such tests of the accounting records and such other au

(c) [reserved] [reserved];

(d) promptly after the filing thereof, copies of each regular, periodic or special and Form 8-K reports) filed by any Loan Party or any Restricted Subsidiary of a Loan Party or successor agency;

(e) promptly after receipt thereof, a copy of each notice received from any regulatory applicable law or regulation relating to a Loan Party or any Restricted Subsidiary of a Loan Party

(f) solely to the extent that any direct or indirect parent of Holdings ceases than sixty (60) days after the end of each fiscal year of Holdings, a copy of the consolidated operating current fiscal year, such operating plan to show the projected revenues and expenses of Holdings such operating plan to be in reasonable detail prepared by Holdings and in form reasonable assumptions made in preparing such operating plan);

(g) [reserved] [reserved];

(h) promptly after knowledge thereof shall have come to the attention of a pending litigation or governmental or arbitration proceeding or labor controversy against any which, if adversely determined, would reasonably be expected to have a Material Adverse Effect Default or Event of Default;

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(i) within five (5) Business Days of the delivery of each of the financial statements the form attached hereto as Exhibit E signed by a Financial Officer of the Borrower to the effect during the period covered by such statements or, if any such Default has occurred during such

taken by the relevant Loan Party or its Restricted Subsidiary to remedy the same; such certification shall be made in accordance with the procedures set forth in Section 8.24;

(j) [reserved];

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(j) [reserved];

(k) promptly, from time to time, such other information regarding the operations of a Restricted Subsidiary of a Loan Party, or compliance with the terms of any Loan Document, as the Administrative Agent may reasonably request;

(l) concurrently with the delivery of financial statements under clauses (a) and (b), consolidated financial statements reflecting the adjustments necessary to eliminate the accounting effects of intercompany transactions;

Documents required to be delivered to the Administrative Agent and/or the Lenders pursuant to clauses (i) through (l) (including any materials otherwise filed with the Securities and Exchange Commission) may be delivered electronically to the Administrative Agent and/or the Lenders on the date on which (i) Holdings or any direct or indirect parent of Holdings posts such documents on the website address [www.dynatrace.com](http://www.dynatrace.com), (ii) such documents are posted on Holdings' behalf on an internet website that is accessible to the Administrative Agent and/or the Lenders (whether a commercial, third-party website or whether sponsored by the Administrative Agent or Holdings) in the EDGAR system. Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section shall not be satisfied by the Borrower and the Restricted Subsidiaries by furnishing (A) the applicable financial statements of Holdings (Dynatrace, Inc.) or (B) Holdings' or such parent's Form 10-K or 10-Q, as applicable, filed with the SEC, provided that to the extent such information relates to a parent of Holdings, if and for so long as such information is not accompanied by consolidating information that explains in reasonable detail the differences between the operations, on the one hand, and the information relating to Holdings, the Borrower and the Restricted Subsidiaries, on the other hand, such information shall be certified by a Responsible Officer of Holdings as having been fairly presented.

**Section 8.06 Inspection.** Each Loan Party shall, and shall cause each of its Restricted Subsidiaries, to permit its representatives and agents to visit and inspect any of its Property, corporate books, and financial records, and to discuss its affairs, finances, and accounts with, and to be advised as to the operations of, the Restricted Subsidiaries, as the Administrative Agent may designate and, so long as no Event of Default exists, with the consent of the Administrative Agent, no more than one (1) such inspection or audit shall be conducted during any calendar year.

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obligation to reimburse any Lender for the cost of more than one (1) such inspection or audit during any calendar year.

**Section 8.07 Indebtedness.** The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries, to incur or assume any Indebtedness; *provided, however*, that the foregoing shall not restrict nor operate to prevent:

(a) the Secured Obligations of the Loan Parties and their Restricted Subsidiaries;

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(b) purchase money indebtedness and Capitalized Lease Obligations of the aggregate at any one time outstanding, when taken together with Section 8.07(u), the greater Test Period;

(c) obligations of the Loan Parties and their Subsidiaries arising out of inter financial institutions in connection with bona fide hedging activities in the ordinary course of bus

(d) endorsement of items for deposit or collection of commercial paper received

(e) (i) intercompany indebtedness from time to time owing between the Loan P

(f) (i) intercompany indebtedness owing by an Excluded Subsidiary to a Loan Transfer, and (ii) intercompany indebtedness owing by a Loan Party to an Excluded Subsidiary terms and conditions reasonably acceptable to the Administrative Agent;

(g) Subordinated Debt from time to time outstanding; *provided* that (i) no Event and (ii) the Borrower shall be in compliance with the Total Leverage Ratio set forth in Section Subordinated Debt;

(h) Indebtedness of Foreign Subsidiaries in an aggregate principal amount at the end of (x) \$50,000,000 and (y) 20% of Adjusted EBITDA for the most recently ended Test Period;

(i) Indebtedness owed to any Person providing workers' compensation, health or property, casualty, liability or credit insurance, pursuant to reimbursement or indemnification business;

(j) Indebtedness in respect of bids, trade contracts (other than for debt for obligations, surety, stay, customs and appeal bonds, performance, performance and completion case, provided in the ordinary course of business;

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(k) Indebtedness in respect of netting services, overdraft protection, cash management arrangements, employee credit card program in each case, in connection with cash management

(l) Indebtedness and other obligations (including in respect of letters of credit instruments) in an aggregate outstanding principal amount not to exceed the greater of (x) \$35,000,000 and (y) 20% of Adjusted EBITDA for the most recently ended Test Period;

(m) Indebtedness representing deferred compensation to directors, officers, and key employees in the ordinary course of business;

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(n) Indebtedness consisting of the financing of insurance premiums in the ordinary course of business;

(o) Indebtedness arising from agreements of a Loan Party or its Restricted price and deferred or contingent purchase price obligations (including earnouts, holdbacks Permitted Acquisition and any Acquisition consummated prior to the date hereof;

(p) Indebtedness of any Person that becomes a Restricted Subsidiary aft Permitted Acquisitions ("Acquired Indebtedness"), and extensions, renewals and replacement shall not increase the principal amount thereof except by an amount equal to all accrued and reasonable fees and expenses incurred, in connection therewith); *provided* that such Indebted of such Permitted Acquisition and is not created in contemplation of or in connection therewith;

(q) unsecured Indebtedness of the Loan Parties and their Restricted Sub incurrence of such Indebtedness, (ii) such Indebtedness shall not be senior in right of paym Leverage Ratio set forth in Section 8.24 hereof on a Pro Forma Basis after giving effect to the i

(r) Indebtedness existing on the date hereof and set forth in Schedule 8.7; increase the outstanding principal amount thereof except by an amount equal to a reasonabl connection with such extension, renewal or replacement;

(s) Guarantees (i) by the Borrower of Indebtedness otherwise permitted Indebtedness otherwise permitted hereunder of the Borrower or any other Restricted Subsidiar

(t) Indebtedness in an aggregate amount not to exceed sum of (i) \$30 Incremental Equivalent Debt incurred pursuant to clause (i) of Section 2.16(a), plus (ii) an unlim respect to Indebtedness that is secured on a *pari passu* basis

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with the Revolving Credit Facility, the Total Leverage Ratio shall not exceed 3.50 to 1.00, (ii) wi Facility, unsecured or subordinated, the Total Leverage Ratio is no greater than the level then such Indebtedness, no Event of Default shall have occurred and be continuing; *provided* that if a Limited Condition Acquisition, then at the election of the Borrower, the foregoing condition in however, that on the date of the consummation of such Limited Condition Acquisition and the fu (k) hereof shall have occurred and be continuing.

(u) Indebtedness incurred to finance the acquisition, construction or improve any such Indebtedness (which such extensions, renewals and replacements shall not increase

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equal to all accrued and unpaid interest and reasonable premium or reasonable other am *provided* that (i) such Indebtedness is incurred prior to or within one hundred eighty (180) days (ii) the aggregate outstanding principal amount of Indebtedness permitted by this clause (u), wh clause (b) above, shall not exceed the greater of, when taken together with Section 8.07(b), (x Subsidiaries for the most recently ended Test Period;

(v) customary indemnification obligations in favor of buyers of assets in

(w) [reserved] [reserved]; and

(x) Indebtedness constituting Incremental Equivalent Debt.

Section 8.08 *Liens*. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, own or be owned by any such Person (including, without limitation, all intellectual property and intangible assets), *however*, that the foregoing shall not apply to nor operate to prevent:

(a) Liens arising by statute in connection with worker's compensation assessments, statutory obligations or other similar charges (other than Liens arising under employee benefit plans, bonds or leases to which any Loan Party or any Restricted Subsidiary of a Loan Party is a party), provided in each case that the obligation is not for borrowed money and that the obligation survives legal proceedings which prevent enforcement of the matter under contest and adequate reserves have been set aside;

(b) mechanics', **mechanics**', workmen's, materialmen's, landlords', **landlord**'s liens in respect to obligations which are not overdue or, if overdue, are being contested in good faith by the obligor;

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(c) judgment Liens and judicial attachment liens not constituting an Event of Default, arising in connection with securing an appeal, stay or discharge in the course of any legal proceeding;

(d) Liens on equity interests in any Unrestricted Subsidiary, so long as such Liens are permitted hereunder and that is otherwise non-recourse against any Loan Parties or Restricted Subsidiaries;

(e) Liens on cash or Cash Equivalents securing any Loan Party's or Restricted Subsidiary's obligations, as set forth in Schedule 8.25;

(f) Liens arising out of conditional sale, title retention, consignment or similar transactions in the ordinary course of business;

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(g) Liens on property of any Loan Party or any Restricted Subsidiary of a Loan Party, representing or incurred to finance the purchase price of such Property; *provided* that (i) such security interests are created by Borrower or any Restricted Subsidiary other than the respective Property so acquired (and any unimproved real property located), and the principal amount of Indebtedness secured by any such Lien shall at no time exceed the fair market value thereof, and as increased in connection with any refinancing thereof by an amount equal to all reasonable fees and expenses incurred, in connection therewith;

(h) purchase money security interests in real property, improvements thereon or fixtures, arising by Borrower or any Restricted Subsidiary; *provided* that (i) such security interests are created by Borrower or any Restricted Subsidiary, and the Indebtedness secured thereby is created, within the ordinary course of business, (ii) such security interests are incurred, and the Indebtedness secured thereby does not exceed the lesser of the cost and the fair market value of such property (or construction) and (iv) such security interests do not apply to any other property or assets, including accessions and improvements to such property and the proceeds and the products thereof;

(i) any interest or title of a lessor under any operating lease, including the Indebtedness secured thereby, measured in connection with operating leases entered into by any Loan Party or any Restricted Subsidiary;

(j) easements, rights-of-way, restrictions, and other similar encumbrances in the aggregate, are not substantial in amount and which do not materially detract from the value of the business of any Loan Party or any Restricted Subsidiary;

(k) bankers' Liens, rights of setoff and other similar Liens (including under arrangements maintained by any Loan Party or any Subsidiary of a Loan Party, in each case granted in the ordinary course of business);

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favor of the bank or banks with which such accounts are maintained, securing amount arrangements, including those involving pooled accounts and netting arrangements; *provided* that in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness of any Loan Party or any Restricted Subsidiary;

(l) non-exclusive leases, licenses, subleases or licenses of intellectual property rights in any material respect with the ordinary conduct of business of any Loan Party or any Restricted Subsidiary;

(m) Liens on insurance policies and the proceeds thereof securing the financing of any Loan Party or any Restricted Subsidiary;

(n) Liens (i) on cash advances in favor of the seller of any Property to be sold or disposed of by such Property, or (ii) consisting of an agreement to dispose of any Property in a Disposition permitted under Section 8.07(p);

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extent such Acquisition or Disposition, as the case may be, would have been permitted on the date of such Acquisition or Disposition;

(o) Liens on Property of a Person existing at the time such Person is acquired by a Restricted Subsidiary of a Loan Party to the extent permitted hereunder (and not created in anticipation of such Acquisition or Disposition) under Section 8.07(p); *provided* that such Liens do not extend to Property not subject to such Liens at the time of such Acquisition or Disposition;

(p) Liens and rights of setoff of securities intermediaries in respect of securities held for the account of any Loan Party or any Restricted Subsidiary;

(q) Liens granted in favor of the Administrative Agent pursuant to the Collateral Agreement;

(r) Liens existing on the date hereof set forth in Schedule 8.8 hereto and which are not changed, (ii) the amount secured or benefited thereby is not increased except as contemplated by the Collateral Agreement and (iv) any renewal or extension of the obligations secured or benefited thereby is not changed;

(s) other Liens securing Indebtedness and other obligations in an aggregate amount not to exceed the amount of Adjusted EBITDA for the most recently ended Test Period, in the aggregate at any one time;

(t) [reserved];

(u) Liens securing any Incremental Facility, any Incremental Equivalent Debt Facility or any other financing provided to any Loan Party or any Restricted Subsidiary;

Section 8.09 *Investments, Acquisitions, Loans and Advances*. The Borrower shall not make, retain or have outstanding any investments (whether through purchase of stock or obligations) or other similar cash advances made to employees in the ordinary course of business of any Loan Party or any Restricted Subsidiary;

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course of business and other than accounts receivable arising in the ordinary course of business by way of division; *provided, however*, that the foregoing shall not apply to nor operate to prevent

- (a) investments in cash and Cash Equivalents;
- (b) existing investments in their respective Subsidiaries outstanding on the date of this Agreement;
- (c) (i) intercompany loans and advances made by one Loan Party to another Excluded Subsidiary;
- (d) investments constituting Permitted Intercompany Transfers;
- (e) [reserved];

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(f) investments by any Loan Party and its Restricted Subsidiaries in connection with bona fide hedging activities in the ordinary course of business entered into with financial institutions in connection with bona fide hedging activities in the ordinary course of business;

- (g) promissory notes and other non-cash consideration received in connection with the settlement of delinquent obligations of, and other disputes with, customers and suppliers of the Borrower or any Restricted Subsidiary in connection with any secured investment or other transfer of title with respect to any secured investment;
- (h) investments (including debt obligations and equity interests) received in connection with the settlement of delinquent obligations of, and other disputes with, customers and suppliers of the Borrower or any Restricted Subsidiary in connection with any secured investment or other transfer of title with respect to any secured investment;

- (i) Permitted Acquisitions;
- (j) Guarantees constituting Indebtedness permitted by [Section 8.07](#);
- (k) bank deposits and securities accounts in the ordinary course of business;
- (l) non-cash consideration received, to the extent permitted by the Loan Agreement;

- (m) investments existing on the date hereof listed on [Schedule 8.9](#);
- (n) other investments, acquisitions, loans, and advances in addition to those listed in (a) through (m) of a total value of (x) \$62,500,000 and (y) 25% of Adjusted EBITDA of the Borrower and its Restricted Subsidiaries outstanding;

- (o) investments the payment for which consists of equity interests in the Borrower in connection with the substantially concurrent issue of new equity interests in the Borrower (other than disqualified stock);



(c) the merger of any Subsidiary into a Loan Party; *provided that*, in the event of the merger, the Borrower or (i) a Loan Party surviving the merger or (ii) a Loan Party (other

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(other than the Borrower) and an Excluded Subsidiary, such Loan Party shall be the Person

(d) any Restricted Subsidiary that is not a Loan Party may dispose of all or substantially all of its assets (including cash and cash equivalents and liquidation) (i) to the Borrower or any other Restricted Subsidiary and (ii) pursuant to an investment

(e) any Immaterial Subsidiary may dissolve or liquidate if such dissolution or liquidation is not materially disadvantageous to the Lenders;

(f) Dispositions by the Borrower or any of its Restricted Subsidiaries of Equity Interests in Restricted Subsidiaries;

(g) the merger of any Excluded Subsidiary into any other Excluded Subsidiary;

(h) the sale of delinquent notes or accounts receivable in the ordinary course of business or in connection with a securitization transaction);

(i) the sale, transfer or other Disposition of any tangible personal property that is owned by a Restricted Subsidiary, has become unnecessary, obsolete or worn out, and which is disposed of in the ordinary course of business;

(j) sales of cash and Cash Equivalents in the ordinary course of business and in connection with a securitization transaction;

(k) [reserved];

(l) the unwinding of any Hedging Agreement;

(m) the lapse or abandonment of intellectual property in the ordinary course of business;

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(n) any single transaction or series of related transactions that involves assets with a net book value of more than \$12,500,000 and (y) 5% of Adjusted EBITDA for the most recently ended Test Period;

(o) transfers of property subject to casualty or condemnation proceedings (including transfers to a Restricted Subsidiary);

(p) terminations of leases, subleases, licenses and sublicenses by the Borrower or any of its Restricted Subsidiaries;

(q) sales by the Borrower or any of its Restricted Subsidiaries of immaterial non-core assets in the ordinary course of business of the Borrower and its Restricted Subsidiaries;

(r) the statutory division of any Restricted Subsidiary so long as after giving to the Lenders the maximum amount of cash and cash equivalents available to the Restricted Subsidiary hereof;

(s) the Disposition of Property of any Loan Party or any Restricted Subsidiary or the equity interest held in a Restricted Subsidiary;

Subsidiary) so long as (i) such Disposition shall be made for fair market value, (ii) at least Cash Equivalents, and (iii) no Event of Default exists or would result therefrom; *provided*, that each of (ii) of this clause (s):

(i) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's financial statements are available immediately preceding such date or, if incurred or accrued subsequently, reflected on the Borrower's or such Restricted Subsidiary's balance sheet or in the footnotes to such balance sheet in the good faith determination of the Borrower) of the Borrower (or Restricted Subsidiary) that are not extinguished in connection with the transactions relating to such Disposition, or that are not extinguished pursuant to an agreement that releases or indemnifies the Borrower, as the case may be;

(ii) any notes or other obligations or other securities or assets received by the Borrower for cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents, within ninety (90) days of the receipt thereof; and

(iii) any Designated Non-Cash Consideration received by any Borrower or Restricted Subsidiary with all other Designated Non-Cash Consideration received pursuant to this sub-clause (s) and (y) 15% of Adjusted EBITDA, calculated at the time of the receipt of such Designated Non-Cash Consideration being measured at the time received and without giving effect to any

(t) any Permitted Acquisition;

(u) the Disposition of Property or assets that are necessary or advisable, in the absence of any Governmental Authority to consummate or avoid the prohibition or other restrictions hereunder; *provided* that (i) such disposition is solely of assets acquired in the applicable Permitted Acquisition with such Permitted Acquisition or investment or within ninety (90) days thereafter and (iii) such Disposition is not of the Restricted Subsidiaries; and

(v) other sales or dispositions in an amount not to exceed per fiscal year the amount of the ended Test Period.

Section 8.11 *Holdings Covenant*. Holdings shall not, directly or indirectly, engage in any activities of Indebtedness, other than it may (a) act as a holding company and enter into transactions incidental to the operation of this Agreement or permitted in this Agreement to be performed by Holdings; (c) receive any dividends from Holdings pursuant to [Section 8.12](#); (d) enter into engagement letters and similar agreements with Holdings to perform its obligations under its organizational documents, its

governing documents, and agreements with the holders of its equity securities; (f) own deposit shares of its own equity securities and purchase equity securities of Borrower, (h) make Restricted Payments and other administrative activities as a member of the Loan Parties and their employment agreements and any documents related thereto and provide indemnification to off activities described in this [Section 8.11](#).

Section 8.12 *Dividends and Certain Other Restricted Payments*. The Borrower shall not pay dividends on or make any other distributions in respect of any class or series of its capital stock (including capital stock or other equity interests), (b) directly or indirectly purchase, redeem, or otherwise acquire, or similar instruments to acquire the same, or (c) make any voluntary prepayment on cash on hand and/or the proceeds of a Loan hereunder (collectively referred to herein as "Restricted Payments") if such Restricted Payment would prevent:

- (i) the making of dividends or distributions by any Wholly-Owned Subsidiary;
- (ii) the making of Restricted Payments by any Restricted Subsidiary if such Restricted Payment would result from making such Restricted Payment and (B) such Restricted Payment is restricted by the percentage of equity in such Restricted Subsidiary held by such Restricted Subsidiary.

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- (iii) the making of other Restricted Payments in an amount not to exceed the amount that would result from making such Restricted Payment;

- (iv) the making of other Restricted Payments by any Loan Party or a Restricted Subsidiary if such Restricted Payment exists or would result from making such Restricted Payment, and (ii) after giving Priority to Restricted Payments in connection therewith, the Total Leverage Ratio (as determined by the financial statements of the Borrower immediately prior to such Restricted Payment) is less than 3.75 to 1.00;

- (v) [reserved] [reserved];

- (vi) the Borrower may declare and directly or indirectly pay cash dividends in respect of its equity securities thereof (x) for customary and reasonable out-of-pocket expenses, legal and accounting fees and other costs of business to the extent attributable to the business of the Borrower and the Restricted Subsidiaries; (y) for Public Company Costs;

- (vii) the Borrower may purchase or transfer funds to Holdings for redemption of (z) such Restricted Payments or (notes) equity interests in such Person from former directors, officers or employees of

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Holdings, the Borrower or the Restricted Subsidiaries), their estates, beneficiaries upon the death of such person's death, disability, retirement, severance or termination of such employee's employment; (z) the Borrower may make distributions to Holdings for redistribution to any direct or indirect subsidiary of the Borrower issued in connection with any such repurchase; provided, however, that (i) no such purchase

Default shall have occurred and be continuing, (ii) no such note shall require any payment prohibited by the terms hereof and (iii) the aggregate amount of all cash payments under such notes or any such distributions to Holdings for such purposes) shall not exceed in and (y) 15% of Adjusted EBITDA for the most recently ended Test Period (with any unused amount for any fiscal year (with any unused amounts so carried over being further carried over to the amount of any cash equity contributions received by the Borrower for the purpose of net proceeds received by the Borrower or any Restricted Subsidiary during such fiscal year;

(viii) the payment of any dividend or other distribution or the consent to the declaration of the dividend or other distribution or giving of the redemption notice, a distribution or redemption payment would have complied with the provisions of this Section

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(ix) payments in respect of transfer pricing, cost-sharing arrangements, or other payments in the ordinary course of business and consistent with the historical practices of Holdings,

(x) payments pursuant to and in accordance with stock option agreements of the Borrower and its Subsidiaries.

Without limiting any other provision contained herein and the other Loan Documents, Restricted Payments that can be converted into equity (including payments to redeem such Indebtedness prior to its maturity under Section 8.12 until such Indebtedness is converted into equity. Notwithstanding anything to the contrary, such Restricted Payments shall be permitted hereunder if at the time such Restricted Payment was declared, the making of such Restricted Payment as during any interim period, any calculation or measurement hereunder is made assuming such

**Section 8.13 ERISA.** Each Loan Party shall, and shall cause each of its Restricted Subsidiaries to, discharge all obligations and liabilities arising under ERISA of a character which if unpaid or due against any of its Property or the property of any member of its Controlled Group. Each Loan Party shall, and shall cause each of its Restricted Subsidiaries to, notify the Administrative Agent and each Lender of: (a) the occurrence of any Reportable Event with respect to any Plan or Multiemployer Plan or appointment of a trustee thereof or

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or withdraw from any Plan or Multiemployer Plan, and (d) the occurrence of any event with respect to any Restricted Subsidiary of a Loan Party of any material liability, fine or penalty, or any material incurrence of any Loan Party with respect to any post-retirement Welfare Plan benefit, which, in any case, would aggregate.

**Section 8.14 Compliance with Laws.** (a) The Borrower shall, and shall cause each of its Restricted Subsidiaries to, comply with all applicable Environmental Laws; (ii) obtain and maintain all applicable Environmental Law for the operation of their business and each of the Premises

(b) (a) Without limiting Section 8.14(a) above, the Borrower shall, and shall cause each of its Restricted Subsidiaries to, the failure to do so, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the Premises in compliance in all material respects with, all applicable Environmental Laws; (ii) obtain and maintain all applicable Environmental Law for the operation of their business and each of the Premises



(ii) in any other manner that would result in a violation of Sanctions Programs or Anti-Corruption Programs, whether as underwriter, lender, advisor, investor, or otherwise).

(e) (d) No Loan Party will, nor will it permit any Subsidiary to, violate any Anti-Corruption Programs.

(f) (e) Each Loan Party will maintain in effect policies and procedures designed to ensure compliance with Sanctions Programs by the Loan Parties, their Subsidiaries, and their respective (i) directors, officers and employees, in the direction of, a Loan Party or one of its Subsidiaries.

Section 8.16 *Burdensome Contracts With Affiliates*. The Borrower shall not, nor shall it permit any Restricted Subsidiary to, enter into any business arrangement with any of its Affiliates on terms and conditions which are less favorable than the terms and conditions of similar contracts, agreements or business arrangements between Persons not affiliated with the Borrower or its Subsidiaries, (b) contracts, agreements and business arrangements between a Loan Party and its Affiliates, (c) services being provided pursuant to such contracts, agreements and business arrangements, (d) any agreement or similar arrangement when such Person becomes a Subsidiary, (d) [reserved], (e) any agreement or similar arrangement which agreement

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or arrangement is among Loan Parties or among Loan Parties and their Affiliates and (f) the transaction is not a

Section 8.17 *No Changes in Fiscal Year*. The fiscal year of the Borrower and its Restricted Subsidiaries shall it permit any Restricted Subsidiary to, change its fiscal year from its present basis unless the Administrative Agent provides written consent (such consent not to be unreasonably withheld or delayed) requested by the Administrative Agent.

Section 8.18 *Formation of Subsidiaries*.

(a) Within sixty (60) days after the formation or acquisition of any Restricted Subsidiary, the Administrative Agent and the Lenders notice thereof. Promptly upon any Excluded Subsidiary or Unrestricted Subsidiary, respectively, the Loan Parties shall provide the Administrative Agent notice thereof. If a Restricted Subsidiary is not an Excluded Subsidiary (other than a Swiss Subsidiary), the Loan Parties shall cause such Restricted Subsidiary to, or promptly after any re-designation as set forth in the prior sentence (or such later date as the Administrative Agent may agree in its sole discretion), (including an Additional Guarantor Supplement in the form attached hereto as Exhibit F or such later date as the Administrative Agent may agree in its sole discretion) comply with the requirements of Sections 11 and 12.

(b) With respect to any Swiss Subsidiary that is not, at the election of the Borrower, a Restricted Subsidiary, within fifteen (15) Business Days after such election (or such later date as the Administrative Agent may agree in its sole discretion) deliver a Guaranty Agreement (including an Additional Guarantor Supplement in the form attached hereto as Exhibit G) and otherwise comply with the requirements of Sections 11 and 12 with respect to the Swiss Subsidiaries set forth in the Intercompany Plan (but no later than the date of the Intercompany Plan) (or such later date as the Administrative Agent may agree in its sole discretion), Quota Pledge Agreement, Swiss Share Pledge Agreement and/or Swiss Receivables Securitization Agreement.

Section 8.19 *Change in the Nature of Business*. No Loan Party shall, nor shall it permit any Restricted Subsidiary to, result the general nature of the

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business of such Loan Party or any of its Restricted Subsidiaries would be changed in any manner from the date of Closing to the Closing Date.

Section 8.20 *Use of Proceeds; Acquisition of Company Stock.* The Borrower shall use the proceeds from any Credit Facility in accordance with the restrictions otherwise permitted by, [Section 6.04](#). The Borrower shall not use the proceeds from any Credit Facility in violation of Regulation U.

Section 8.21 *No Restrictions.* Except as provided herein, the Borrower shall not, nor shall it cause or suffer to exist or become effective any consensual encumbrance or restriction on its assets.

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Restricted Subsidiary of a Loan Party to: (a) pay dividends or make any other distribution on its assets to any Loan Party or any other Restricted Subsidiary, (b) pay any Indebtedness owed to any Loan Party or any Restricted Subsidiary, (d) transfer any of its Property to any Loan Party or any Restricted Subsidiary; *provided* that such transfers shall be subject to the Liens on its assets to the Administrative Agent as required by the Loan Documents; *provided* that such transfers shall be subject to the restrictions and conditions apply only to the Restricted Subsidiary or such assets that are to be restricted by any agreement relating to secured Indebtedness permitted hereunder or restrictions on the Restricted Subsidiary's permitted Indebtedness; (iv) any negative pledge incurred or provided in favor of any holder of any debt instrument if such negative pledge relates solely to the property financed by or the subject of such Indebtedness; and (vi) applicable law, rule, regulation or order (including agreements with

Section 8.22 *Subordinated Debt.* No Loan Party shall, nor shall it permit any of its Restricted Subsidiaries to:

- (a) amend or modify any of the terms or conditions relating to Subordinated Debt;
- (b) make any voluntary prepayment of Subordinated Debt or effect any voluntary redemption of Subordinated Debt with the proceeds of equity, Subordinated Debt incurred under [Section 8.07\(g\)](#) or (ii) made with the proceeds of equity, to the extent such voluntary prepayments or redemptions are permitted pursuant to [Section 8.12\(iii\)](#) of the Loan Documents;
- (c) make any payment on account of Subordinated Debt which is prohibited by the Loan Documents or applicable Obligations.

Notwithstanding the foregoing, the Loan Parties or their Restricted Subsidiaries may agree to make any payment on account of the principal of or interest on the Subordinated Debt beyond the current due dates to the extent such payments do not result in Subordinated Debt that is not materially adverse to the Lenders.

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Section 8.23 *Designation of Unrestricted Subsidiaries.* Borrower may at any time after the Borrower as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary if a Default shall have occurred and be continuing or would result therefrom, (ii) immediately thereafter on a Basis with the covenant set forth in [Section 8.24](#), (iii) the Borrower shall have delivered to the Administrative Agent demonstrating compliance with the foregoing clauses and certifying that such Subsidiary may be designated as an Unrestricted Subsidiary shall constitute an investment by Loan Parties their investment therein; *provided* that upon a redesignation of an Unrestricted

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shall be deemed to have a reduction in an amount equal to the amount of such investment if such investment in a Restricted Subsidiary shall constitute the incurrence or making, as applicable, at the time of designation of such time, (vi) any Unrestricted Subsidiary that has subsequently been designated as a Restricted Subsidiary Borrower may not designate as an Unrestricted Subsidiary any Loan Party, (viii) no Subsidiary or Restricted Subsidiaries (x) owns any equity interests or Indebtedness of, or owns or holds any Lien on or has an exclusive license to any material intellectual property as reasonably determined by the Administrative Agent to transfer legal title, or license on an exclusive basis, to any material intellectual property (a) owned by an Unrestricted Subsidiary and (x) any Indebtedness of any Unrestricted Subsidiary shall be netted out if designated as an Unrestricted Subsidiary if at the time of such designation Unrestricted Subsidiary's assets and its Subsidiaries on a consolidated basis. For the avoidance of doubt, the results of operations, income, expenses, liabilities of Unrestricted Subsidiaries will not be taken into account or consolidated with the results of operations, liabilities of Unrestricted Subsidiaries in determining any financial calculation, leverage-based pricing or mandatory prepayment provisions. Indebtedness of an Unrestricted Subsidiary will not be taken into account for purposes of any net indebtedness test.

Section 8.24 *Financial Covenants.* The Borrower shall not permit the Total Leverage Ratio to exceed 1.00; *provided*, that the Borrower may, upon written notice to the Administrative Agent if the Total Leverage Ratio exceeds \$150,000,000, increase the maximum Total Leverage Ratio to 4.50 to 4.75 (the "Acquisition Holiday"). The foregoing notwithstanding, any temporary increase set forth above shall terminate after the end of the Acquisition Holiday.

Section 8.25 *Post-Closing Undertakings. Undertakings*~~*Post-Closing Undertakings*~~ The Borrower and the Administrative Agent may agree in its sole discretion), comply with the provisions set forth in [Section 8.25](#)

[Section 8.26 Swiss Subsidiary Covenant. No Swiss Subsidiary shall, directly or indirectly, create, incur, assume, or guarantee any Lien or incur any Indebtedness, other than \(a\) enter into the Loan Documents, \(b\) enter into any obligations, activities or purpose as set forth in its organizational documents, its government filings, or any agreements with the Borrower or any of its Affiliates, \(c\) solely at such times as the relevant Swiss Subsidiary securities accounts and cash on deposit therein from time to time \(d\) participate in transactions with the Loan Parties and their Subsidiaries and \(e\) solely at such times as the relevant Swiss Subsidiary activities contemplated under the Intercompany Plan and any related activity after the date hereof. The Borrower shall promptly inform the Administrative Agent of any such acquisition of intellectual property that may be acquired from time to time after the date on which the relevant Swiss Subsidiary is acquired by the Borrower.](#)

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[delivered no later than with the delivery of financial statements pursuant to Sections 8.01](#)

**ARTICLE IX** *Events of Default and Remedies.*

Section 9.01 *Events of Default.* Any one or more of the following shall constitute an "E

(a) (i) default in the payment when due of all or any part of the principal of a this Agreement) or of any Reimbursement Obligation; or (ii) default in the payment when due under any other Loan Document, and such failure shall continue unremedied for a period of five

(b) default in the observance or performance of any covenant set forth in Default at any time will cure an Event of Default under Section 8.5(h)(iii) arising from the failure 8.08, 8.09, 8.10, 8.11, 8.12, 8.20, 8.21, 8.22, 8.23, 8.24 ~~or~~ 8.25 or 8.26 of this Agreement or d (other than Section 8.05(h)(iii)) for a period of fifteen (15) days after the earlier of (i) the date Loan Party or (ii) written notice thereof is given to the Borrower by the Administrative Agent;

(c) default in the observance or performance of any other provision hereof the earlier of (i) the date on which such failure shall first become known to any Responsible O Administrative Agent;

(d) any representation or warranty made herein or in any other Loan Doc pursuant hereto or thereto or in connection with any transaction contemplated hereby or thereb deemed making thereof;

(e) (i) any event occurs or condition exists (other than as described in subs of the other Loan Documents, or (ii) any of the Loan Documents shall for any reason other th Obligations not be or shall cease to be in full force and effect or is declared to be null and voi and perfected first priority Lien in favor of the Administrative Agent in any Collateral purporte than in each case, the foregoing clauses (i) through (iii), (a) as a result of the Administrative other instruments delivered to it under the Security Documents or (b) as a result of a Unifo continuation statement was not filed in a timely manner, or (iv) any Loan Party takes any act executed by it or any of its obligations thereunder, or (v) any Loan Party or any Restricted Sub which is prohibited under the terms of any instrument subordinating such Subordinated Deb instrument (including, without limitation, any intercreditor or subordination agreement) relating to

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full force and effect, or any Person (including the holder of any Subordinated Debt) shall contes

(f) default shall occur under any Material Indebtedness issued, assumed indenture, agreement or other instrument under which the same may be issued, and such de maturity of any such Material Indebtedness (whether or not such maturity is in fact accelera demand, lapse of time, acceleration or otherwise);

(g) any judgment or judgments, writ or writs or warrant or warrants of attac Loan Party or any Significant Subsidiary, or against any of their respective Property, in an aggr fully covered by insurance pursuant to which the insurer has accepted liability therefor in wr



Section 9.03 *Bankruptcy Defaults*. When any Event of Default described in subsection 9.01 continuing, then all outstanding Loans shall immediately become due and payable together with interest on demand, protest or notice of any kind, the obligation of the Lenders to extend further credit pursuant to the Letters of Credit shall immediately deliver to the Administrative Agent Cash Collateral in an amount equal to 103% of the amount of such Loans, acknowledging and agreeing that the Lenders would not have an adequate remedy at law for such Event of Default. The Administrative Agent on their behalf, shall have the right to require the Borrower to specifically identify and deliver to the Administrative Agent all assets, including but not limited to, that have been made under any of the Letters of Credit. In addition, the Administrative Agent may require the Borrower to deliver to it, the Lenders and the L/C Issuer under the Loan Documents or applicable law or otherwise, all assets available to it, the Lenders and the L/C Issuer under the Loan Documents or applicable law or otherwise, including but not limited to, all assets, including but not limited to, that have been made under any of the Letters of Credit.

Section 9.04 *Collateral for Undrawn Letters of Credit*. (a) If the prepayment of the amount of any of Section 2.03(b), 2.09(b), 2.14, 2.15, 9.02 or 9.03 above, the Borrower shall forthwith deliver to the Administrative Agent as provided in subsection (b) below.

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(b) All amounts prepaid pursuant to subsection (a) above shall be held by the Administrative Agent in a separate account, and the credit balances, properties, and any investments from time to time held therein shall be held in trust for the benefit of the Lenders.

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account, any certificate of deposit or other instrument evidencing any of the foregoing and a "Collateral Account") as security for, and for application by the Administrative Agent (to the extent not otherwise provided for) of the Letters of Credit and for the payment of the unpaid balance of all other Secured Obligations, to the exclusive dominion and control of the Administrative Agent for the benefit of the Administrative Agent and the Lenders. Borrower, the Administrative Agent shall invest funds held in the Collateral Account from time to time in the United States of America with a remaining maturity of not more than 180 days, and shall sell investments held in the Collateral Account when and as required to make payments out of the Collateral Account to the L/C Issuer, the Administrative Agent or the Lenders. Subject to the terms of Sections 2.14 and 2.15, the Administrative Agent shall, in accordance with subsection (a) above required under Section 2.09(b), at the request of the Borrower the Administrative Agent shall release the Collateral Account so long as at the time of the release and after giving effect thereto no Default exists. After all Letters of Credit and all Revolving Credit Commitments, at the request of the Borrower, the Administrative Agent shall release the Collateral Account in full in cash of all Secured Obligations.

Section 9.05 *Post-Default Collections*. Anything contained herein or in the other Loan Documents (including Section 2.09(b)), all payments and collections received in respect of the Obligations and all proceeds of the Letters of Credit and all Agreements received, in each instance, by the Administrative Agent or any of the Lenders after the Event of Default shall be remitted to the Administrative Agent for the benefit of the Lenders.

(a) first, to the payment of any outstanding costs and expenses incurred by the Administrative Agent in protecting, preserving or enforcing the Liens on the Collateral, in protecting, preserving or enforcing the Letters of Credit, and in the expenses of a character which the Loan Parties have agreed to pay the Administrative Agent on its own account unless it has previously been reimbursed for such costs and expenses by the Loan Parties; and (b) second, to the payment of any outstanding interest and fees due under the Letters of Credit and the amounts owing to each holder thereof;

(b) second, to the payment of any outstanding interest and fees due under the Letters of Credit and the amounts owing to each holder thereof;

(c) third, to the payment of principal on the Loans, unpaid Reimbursement Obligations, and Hedging Liability, the aggregate amount paid to, or held as collateral security for any outstanding L/C Obligations pursuant to Section 9.04 (until the Administrative Agent's payment of all such L/C Obligations), and Hedging Liability, the aggregate amount paid to, or held as collateral

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Liability, their Affiliates to be allocated pro rata in accordance with the aggregate unpaid amount

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(d) fourth, to the payment of all other unpaid Secured Obligations and all other Obligations of the Issuer and its Subsidiaries arising under or pursuant to, or secured by, the Loan Documents (including, without limitation, the aggregate unpaid amounts owing to each holder thereof; and

(e) finally, to the Loan Parties or whoever else may be lawfully entitled thereto.

**ARTICLE X** *The Administrative Agent.*

**Section 10.01** *Appointment and Authority.* Each of the Lenders and the L/C Issuer hereby appoints the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to act on behalf of the Lenders and the L/C Issuer and to delegate to the Administrative Agent by the terms hereof or thereof, together with such other Loan Documents, all powers and authority that the Lenders and the L/C Issuer may exercise or perform under Section 10 are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer and its Subsidiaries. It is understood and agreed that the use of the term "Administrative Agent" in reference to the Administrative Agent is not intended to connote any fiduciary or other implied duties. Instead such term is used as a matter of market custom, and is intended to create or reflect only

**Section 10.02** *Rights as a Lender.* The Person serving as the Administrative Agent hereunder shall have the same rights as though it were not the Administrative Agent, and the Person serving as the Administrative Agent hereunder shall, in the context otherwise requires, include the Person serving as the Administrative Agent hereunder from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity, and be a Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder.

**Section 10.03** *Action by Administrative Agent; Exculpatory Provisions.* (a) The Administrative Agent shall act forth herein and in the other Loan Documents, and its duties hereunder shall be administrative and its Related Parties:

(i) shall not be subject to any fiduciary or other implied duties, regarding

(ii) shall not have any duty to take any discretionary action or exercise any power contemplated hereby or by the other Loan Documents that the Administrative Agent is not required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability under applicable law, including for the avoidance of doubt any action that may be in violation of

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Relief Law or that may effect a forfeiture, modification or

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termination of property of a Defaulting Lender in violation of any Debtor Relief Law. The hereunder or under any other Loan Document unless it first receives any further a prepayment of any related expenses and any other protection it requires against any an continuing to take any such action; and

(iii) shall not, except as expressly set forth herein and in the other L for the failure to disclose, any information relating to any Loan Party or any of its Affiliate Agent or any of its Affiliates in any capacity.

(b) Neither the Administrative Agent nor any of its Related Parties shall be connection with this Agreement or any other Loan Document or the transactions contemplated such other number or percentage of the Lenders as shall be necessary, or as the Administrativ provided in Sections 9.02, 9.03, 9.04, 9.05 and 13.03), or (ii) in the absence of its own bad fa jurisdiction by final and nonappealable judgment. Any such action taken or failure to act pursua be deemed not to have knowledge of any Default unless and until notice describing such Defa L/C Issuer.

(c) Neither the Administrative Agent nor any of its Related Parties shall b participant or any other Person to ascertain or inquire into (i) any statement, warranty or r Document, (ii) the contents of any certificate, report or other document delivered hereunde observance of any of the covenants, agreements or other terms or conditions set forth he effectiveness or genuineness of this Agreement, any other Loan Document or any other agre purported to be created by the Collateral Documents, (v) the value or sufficiency of any Coll elsewhere herein, other than to confirm receipt of items expressly required to be delivered to th

Section 10.04 *Reliance by Administrative Agent.* The Administrative Agent shall be e liability for relying upon, any notice, request, certificate, communication, consent, statement, in intranet website posting or other distribution) believed by it to be genuine and to have been : Agent also may rely upon any statement made to it orally or by telephone and believed by it to shall not incur any liability for relying thereon. In determining compliance with any condition her a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Is such Lender or L/C Issuer unless the Administrative Agent shall have received notice to the issuance of

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such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be co

experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the

Section 10.05 *Delegation of Duties*. The Administrative Agent may perform any and all of its duties under the Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent shall exercise its duties and exercise its rights and powers by or through their respective Related Parties. The Administrative Agent and any such sub-agent, and shall apply to their respective Related Parties as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for any action taken or not taken by it in accordance with the Document if a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent or its sub-agents acted in good faith and in the best interests of the Borrower.

Section 10.06 *Resignation of Administrative Agent*. (a) The Administrative Agent may resign at any time with the consent of the Required Lenders and the L/C Issuers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to consent to the resignation; provided that such consent shall not be required if an Event of Default under Section 10.01 has occurred, a successor, which shall be a bank with an office in the United States of America, or an Affiliate of the Administrative Agent, shall have been so appointed by the Required Lenders and shall have accepted such appointment in writing within 30 days of the date of the notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"). If the Administrative Agent is not so appointed, the Administrative Agent shall not be obligated to, on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent. If a successor Administrative Agent has been appointed, such resignation shall become effective in accordance with such appointment.

(a) With effect from the Resignation Effective Date, (i) the retiring Administrative Agent shall be discharged from all of its duties and obligations under the other Loan Documents, and (ii) except for any indemnity payments owed to the retiring Administrative Agent or provided to be made by, to or through the Administrative Agent shall instead be made by or through the Required Lenders appoint a successor Administrative Agent as provided for above. If on the Resignation Effective Date the Administrative Agent's rights in the Collateral Documents shall be assigned without representation or approval of the Required Lenders. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, the retiring Administrative Agent's powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnification) shall be discharged from all of its duties and obligations hereunder. The powers, privileges and duties of the successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise provided in the Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of which shall apply to such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of the Collateral Documents.

actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 10.07 *Non-Reliance on Administrative Agent and Other Lenders.* (a) Each Lender shall rely upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and its own credit analysis and decision to enter into this Agreement. Each Lender and L/C Issuer also acknowledges that the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Documents or otherwise thereunder.

(b) (a) Upon a Lender's written request, the Administrative Agent agrees to provide a Report prepared by or for the Administrative Agent with respect to the Borrower or any Loan Party. The Administrative Agent (A) makes no representation or warranty, express or implied, as to the accuracy or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any audits or inspections, and that any Person performing any such audit or inspection will inspect and rely significantly upon the books and records of Borrower and the other Loan Parties, as well as the fact that the Administrative Agent undertakes no obligation to update, correct or supplement the Report. The Administrative Agent shall share the Report with any other Person except as otherwise permitted pursuant to this Agreement. Pursuant to the terms contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent harmless against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent as the direct or indirect result of any third parties who might obtain all or part of any Report. The obligations set forth in this [Section 10.07\(b\)](#) do not create an obligation on behalf of Holdings, the Borrower or any other Loan Party.

Section 10.08 *L/C Issuer and Swing Line Lender.* **Lender.** The L/C Issuer shall act on behalf of the Lenders and the Swing Line Lender shall act on behalf of the Swing Line Lenders. The L/C Issuer and the Swing Line Lender shall each have all of the benefits and immunities (i) provided to the Administrative Agent by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it or (ii) provided to the Administrative Agent in connection with Swing Loans made or to be made hereunder as fully as if the term "Administrative Agent" were substituted for "L/C Issuer" and "Swing Line Lender" with respect to such acts or omissions and (ii) as additionally provided in this Agreement. The resignation by the Person then acting as Administrative Agent pursuant to [Section 10.06](#) shall not constitute a resignation by the Swing Line Lender except as it may otherwise agree. If such Person then acting as L/C Issuer or Swing Line Lender, the L/C Issuer or Swing Line Lender, shall have the same duties of the L/C Issuer of Swing Line Lender,

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as applicable, hereunder with respect to all Letters of Credit and Swing Loans outstanding as of the date of the resignation of the L/C Issuer or Swing Line Lender, as applicable, with respect thereto, including the right to require the L/C Issuer or Swing Line Lender to make other arrangements satisfactory to the resigning L/C Issuer or Swing Line Lender pursuant to [Section 2.03](#). Upon the appointment by the Borrower of a successor L/C Issuer or Swing Line Lender,

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as applicable hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), the L/C Issuer or Swing Line Lender shall be vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender (including the right to require the L/C Issuer or Swing Line Lender to make other arrangements satisfactory to the resigning L/C Issuer or Swing Line Lender, as applicable), and shall have the same duties and obligations hereunder or under the other Loan Documents other than with respect to the resignation of the resigning (x) L/C Issuer, the successor L/C Issuer shall issue letters of credit and (y) Swing Line Lender, the successor Swing Line Lender shall make Swing Loans in accordance with the terms of the Loan Documents and make other arrangements satisfactory to the resigning Swing Line Lender with respect to such :



the benefit of the Lenders, Swing Line Lender, the L/C Issuer, and their Affiliates. Each Lender perfecting the Administrative Agent's security interest in assets which, in accordance with Article 9, shall be held by possession. Should any Lender or L/C Issuer (other than the Administrative Agent) obtain possession, it shall promptly notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request, shall release the Collateral in accordance with the Administrative Agent's instructions.

Section 10.12 *Authorization to Release, Limit or Subordinate Liens or to Release Guarantors*. Lenders, the L/C Issuer, and their Affiliates to (a) release any Lien covering any Collateral under the terms and conditions of this Agreement and the relevant Collateral

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Documents (including a sale, transfer, or Disposition permitted by the terms of [Section 8.11](#)) (b) release or subordinate any Lien on Collateral consisting of goods financed with purchase money or indebtedness or Capitalized Lease Obligation, and the Lien securing the same, are permitted to be secured by any particular item of Collateral to an amount not less than the estimated value of such item; (d) release Liens on the Collateral following termination or expiration of the Revolving Credit Facility (other than indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit

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Credit that have been Cash Collateralized to the satisfaction of the Administrative Agent and released to the Guarantor and (e) release any Subsidiary from its obligations as a Guarantor if such Person ceases to be a Subsidiary, *provided*, that to the extent any Guarantor becomes an Excluded Subsidiary solely as a result of such transaction, (e) shall only be permitted if such Subsidiary became a non-Wholly owned Subsidiary as a result of such transaction prior to the consummation of such transaction. Upon the Administrative Agent's request, the Guarantor shall release or subordinate its interest in particular types or items of Property or to release any Person

If any of the Collateral shall be sold, transferred or otherwise disposed of by any Loan Party, the Collateral Documents shall automatically terminate and be released with respect to such Collateral, and no Person being necessary to give effect thereto. Upon the consummation of any such sale, transfer or other Disposition, the Loan Party shall deliver to the Administrative Agent under any Loan Document all such Collateral held by the Administrative Agent and any other documents necessary to evidence such termination. The Collateral shall be released from its obligations under the Loan Documents in the event that all the capital stock of the Loan Party is disposed of in a transaction permitted by this Agreement or such Guarantor is no longer required to be delivered to the Administrative Agent, at least 5 Business Days prior to the date of the consummation of the transaction, the terms of the sale or other Disposition in reasonable detail, including the price thereof and the identity of the purchaser, stating that such transaction is in compliance with this Agreement and the other Loan Documents.

If at any time (a) any two (2) of Moody's, S&P or Fitch issue a corporate family rating of 'Baa3' or higher than Baa3 or BBB-, as applicable, (b) no Default or Event of Default shall have occurred, (c) no Collateral Documents and any Incremental Equivalent Debt, in each case that are secured by the Collateral, (d) no Collateral commitments shall have been terminated prior to such date or (y) shall contain a substantially similar provision, in the Borrower's sole discretion, the Administrative Agent shall promptly release its Lien on the Collateral. If a Release, a Collateral Reinstatement Event occurs, at the Borrower's sole cost and expense, the Administrative Agent shall

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requested by the Administrative Agent to provide to the Administrative Agent, for the benefit of the Secured Parties (subject to Liens permitted by [Section 8.08](#)) on the Collateral, and the Administrative Agent shall have the right to file first priority Liens (subject to Liens permitted by [Section 8.08](#)) on the Collateral. If after a Collateral Event, Incremental Equivalent Debt, such Incremental Facility or Incremental Equivalent Debt shall not be reinstated, and the Incremental Facility or Incremental Equivalent Debt, such Incremental Facility or Incremental Equivalent Debt shall not be reinstated, for the benefit of the Secured Parties, are reinstated.

**Section 10.13 Authorization of Administrative Agent to File Proofs of Claim.** In case of a judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the proceeding is commenced by the Administrative Agent or otherwise) shall be authorized to:

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be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the claimant is or is not entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest on the Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in such proceeding (including any claim for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent, its agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under [Section 4.04](#), [4.05](#), and [13.04](#)) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable to the Administrative Agent by or to and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in such proceeding and to make such payments to the Administrative Agent and, in the event that the Administrative Agent is not the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent, its agents and counsel, and any other amounts due the Administrative Agent under [Section 4.04](#), [4.05](#), and [13.04](#); and to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or L/C Issuer any action affecting the Obligations or the rights of any Lender or L/C Issuer or to authorize the Administrative Agent to file a claim in such proceeding.

**Section 10.14 Recovery of Erroneous Payments.** Notwithstanding anything to the contrary in this Agreement (including any absolute discretion) that it has made a payment hereunder in error to any Lender, Swing Lender or L/C Issuer, the Administrative Agent shall be authorized, in its sole and absolute discretion, to require the Lender, Swing Lender or L/C Issuer to repay to the Administrative Agent the amount of the erroneous payment, with interest thereon, for each day from and including the date such erroneous payment was received, with interest thereon, for each day from and including the date such erroneous payment was received, at the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with [Section 10.14](#).

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Lender, Swing Line Lender, each L/C Issuer and each other Secured Party irrevocably waives might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a del (whether at law or in equity) to its obligation to return any Rescindable Amount. Administrative Party that received a Rescindable Amount promptly upon determining that any payment ma Person's obligations, agreements and waivers under this Section 10.14 shall survive the r obligations by, or the replacement of, a Lender, Swing Line Lender or L/C Issuer, the termir Obligations (or any portion thereof) under any Loan Document.

**ARTICLE XI** *The Guarantees.*

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Section 11.01 *The Guarantees.* To induce the Lenders and L/C Issuer to provide the Borrower by reason of the Revolving Credit Commitments and for other good and valuable co party hereto (including any Restricted Subsidiary executing an Additional Guarantor Suppl acceptable to the Administrative Agent) and the Borrower (as to the Secured Obligations of a severally to the Administrative Agent, the Lenders, and the L/C Issuer and their Affiliates, the c but not limited to, the due and punctual payment of principal of and interest on the Loans, Obligations now or hereafter owed by the Borrower under the Loan Documents and the due ar case as and when the same shall become due and payable, whether at stated maturity, by a interest, costs, fees, and charges after the entry of an order for relief against the Borrower or su proceeding, whether or not such interest, costs, fees and charges would be an allowed cla *however*, that, with respect to any Guarantor, Hedging Liability guaranteed by such Guarantor other obligor punctually to pay any Secured Obligations guaranteed hereby, each Guarantor h be made punctually as and when the same shall become due and payable, whether at stated Borrower or such obligor.

Section 11.02 *Guarantee Unconditional.* Except as set forth in Section 10.12, the absolute and, without limiting the generality of the foregoing, shall not be released, discharged,

(a) any extension, renewal, settlement, compromise, waiver, or release in re under this Agreement or any other Loan Document or by operation of law or otherwise;

(b) any modification or amendment of or supplement to this Agreement or Product Obligations;

(c) any change in the corporate existence, structure, or ownership of, or an Loan Party or other obligor, any other guarantor, or any of their respective assets, or any resul any other guarantor contained in any Loan Document;

(d) the existence of any claim, set-off, or other rights which any Loan P Administrative Agent, any Lender, the L/C Issuer or any other Person, whether or not arising in

(e) any failure to assert, or any assertion of, any claim or demand or any e other obligor, any other guarantor, or any other Person or Property;

(f) any application of any sums by whomsoever paid or howsoever realized of any Loan Party or other obligor remain unpaid;

(g) any invalidity or unenforceability relating to or against any Loan Party or other Loan Document or any agreement relating to Hedging Liability or Bank Product Obligation payment by any Loan Party or other obligor or any other guarantor of the principal of or interest under the Loan Documents or any agreement relating to Hedging Liability or Bank Product Obligation

(h) any other act or omission to act or delay of any kind by the Administrative Agent whatsoever that might, but for the provisions of this subsection, constitute a legal or equitable defense

Section 11.03 *Discharge Only upon Payment in Full; Reinstatement in Certain Circumstances.* This Section 11 shall remain in full force and effect until the Revolving Credit Commitments are fully paid and all other amounts payable by the Borrower and the other Loan Parties under this Section 11.03 and Hedging Liability and Bank Product Obligations shall have been paid in full. If at any time the Revolving Credit Commitments or any other amount payable by any Loan Party or other obligor or any guarantor under this Section 11.03 or any other amount payable by any Loan Party or other obligor or any guarantor under this Section 11.03 is rescinded or must be otherwise restored or returned upon the insolvency of the Borrower or other guarantor, or otherwise, each Guarantor's obligations under this Section 11 with respect to such amounts due but had not been made at such time.

Section 11.04 *Subrogation.* Each Guarantor agrees it will not exercise any rights or remedies otherwise, until all the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) are paid in full, the termination of all the Revolving Credit Commitments and expiration of all Letters of Credit. If at any time prior to the later of (x) the payment in full of the Secured Obligations and

all other amounts payable by the Loan Parties hereunder and the other Loan Documents (other than contingent indemnification obligations for which no claim has been made) and (y) the termination of the Revolving Credit Commitments and expiration of all Letters of Credit, shall forthwith be paid to the Administrative Agent and shall forthwith be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

Section 11.05 *Subordination.* Each Guarantor (each referred to herein as a "Subordinated Creditor") agrees to subordinate its claims and liabilities of the Borrower or other Loan Party owing to such Subordinated Creditor, whether or not such Subordinated Creditor is a Lender, to the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and any such Indebtedness, obligation, or liability of the Borrower or other Loan Party owing to such Subordinated Creditor as trustee for the benefit of the Lenders.





(ii)obtain a confirmation of the auditors of the Swiss Guarantor conf

(iii)approval by a quotaholders' meeting of the Swiss Guarantor of t

(iv)to the extent permitted by applicable law and applicable accoun  
are shown in its balance sheet with a book value that is significantly lower than  
assets are not necessary for the Swiss Guarantor's business. (nicht betriebsnotwe

(v)all such other measures reasonably necessary or useful to allo  
hereunder with a minimum of limitations.

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#### ARTICLE XII *Collateral.*

Section 12.01 *Collateral.* The Secured Obligations shall be secured by valid, perfected personal property and fixtures, whether now owned or hereafter acquired or arising, and Excluded Property, (ii) Liens on assets of any Loan Party located outside of the United States enter into control agreements with respect to, or otherwise perfect any security interest by "c deposit accounts, futures accounts, other bank accounts, cash and cash equivalents or accoun the Borrower. Each Loan Party acknowledges and agrees that the Liens on the Collateral shall Obligations and shall be valid and perfected first priority Liens (to the extent perfection by filing Loan Document) subject to the proviso appearing at the end of the preceding sentence and to Documents from such Persons, each in form and substance satisfactory to the Administrative A

Section 12.02 *[Reserved].*

Section 12.03 *Further Assurances.*

(a) Each Loan Party agrees that it shall, from time to time at the request of and things as the Administrative Agent may reasonably request in order to provide for or per acquires any other Restricted Subsidiary (other than an Excluded Subsidiary) after the date I 8.18(b) regarding a Swiss Subsidiary, the Loan Parties shall within sixty (60) days after suc agree in its sole discretion cause such newly formed or acquired Restricted Subsidiary th Guaranty Agreement and such Collateral Documents as the Administrative Agent may then rec shall also deliver to the Administrative Agent, or cause such Restricted Subsidiary to deliv instruments, documents, certificates, and opinions reasonably required by the Administrative A

(b) With respect to each Material Real Property, 120 days after the Closing Party that becomes a Loan Party after the Closing Date, then 120 days after such date that agree in its sole discretion and (y) with respect to a Material Real Property acquired by a Lo Material Real Property) Property. (or such later date as the Administrative Agent may agree

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reasonable discretion of the Administrative Agent, the Borrower shall (or shall cause each appli

(i) a Mortgage with respect to each Material Real Property, together delivered by a duly authorized officer of each party thereto on or before such date in a form that the Administrative Agent may deem reasonably necessary or desirable in order to c

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on the property described therein in favor of the Administrative Agent for the benefit of the Obligations in respect of Letters of Credit or the Revolving Credit Facility in those states where filing and recording taxes and fees have been paid or otherwise provided for in a manner that any property to be subject to a Mortgage is located in a jurisdiction that imposes mortgage recording taxes that require a mortgage to be secured by a lien on the property; provided that the Mortgage is secured by a lien that secures an amount in excess of the fair market value of such property (as determined by the Administrative Agent) in respect of Letters of Credit or the Revolving Credit Facility in those states where the Obligations in respect of Letters of Credit or the Revolving Credit Facility in those states

(ii) fully paid American Land Title Association or equivalent Lien Policies (the "**Mortgage Policies**") in form and substance reasonably requested by Administrative Agent, in amounts reasonably acceptable to the Administrative Agent (not to exceed the amount of the Obligations in respect of Letters of Credit or the Revolving Credit Facility (as determined by a Qualified Appraisal to the extent received) and subject to any tie-in provisions that are acceptable to the Administrative Agent in connection with each Material Real Property included in the Mortgage Policies; provided that the Mortgage Policies are subject only to Liens permitted hereunder;

(iii) American Land Title Association/American Congress on Surveying and Mapping (ACSM) or other applicable jurisdiction; provided that they are acceptable to the issuer of the Mortgage Policies and the Administrative Agent and the issuer of the Mortgage Policies in a manner reasonable and acceptable (as may be reasonably required by the Administrative Agent) by a land surveyor duly registered in the jurisdiction in which the property is located; provided that new or updated surveys will not be required for a Material Real Property included in the Mortgage Policies agrees to accept a customary "no change survey affidavit" with respect to the Mortgage Policies without the need for such new or updated surveys; and provided further this form is acceptable to the Administrative Agent for properties located in the United States;

(iv) customary opinions of counsel to the Loan Parties in jurisdiction in which the property is located, organized, with respect to the enforceability and perfection of the Mortgages and, if applicable, the Mortgage Policies, in substance reasonably satisfactory to the Administrative Agent;

(v) a Phase I Environmental Site Assessment, prepared by an environmental consultant, together with such customary reports (but excluding, for the avoidance of doubt, any Phase II Environmental Site Assessment), certificates, studies (but excluding, for the avoidance of doubt, any drilling, sampling or other testing of the physical environment at site) as may be required in regard thereto, or, if permitted by the Administrative Agent, environmental insurance policies, in substance reasonably satisfactory to the Administrative Agent;

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insurance and (2) the Administrative Agent shall have received written confirmation from each Lender that the required information has been completed by the Lenders (such written confirmation not to be unreasonably conditional).

#### ARTICLE XIII Miscellaneous.

##### Section 13.01 Notices.

(a) *Notices Generally.* Except in the case of notices and other communications provided for in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be sent by registered mail or sent by facsimile as follows:

(i) if to the Borrower or any other Loan Party, to it at 1601 Tracy Martinov (Telephone No. (248) 892-4341; with email to legalnotices@dynatrace.com

(ii) if to the Administrative Agent, to BMO ~~Harris~~ Bank, N.A. at 1601 Tracy Martinov (Facsimile No. (312) 765-8201; Telephone No. (312) 848-3723);

(iii) if to BMO ~~Harris~~ Bank N.A. in its capacity as L/C Issuer, to it at 1601 Tracy Martinov (Facsimile No. (312) 765-8201; Telephone No. (312) 848-3723), and if to any other Lender and the Borrower at the time of its appointment as an L/C Issuer hereunder;

(iv) if to BMO ~~Harris~~ Bank N.A. in its capacity as Swing Line Lender, to it at 1601 Tracy Martinov (Facsimile No. (312) 765-8201; Telephone No. (312) 848-3723), and if to the Administrative Agent and the Borrower at the time of its appointment as an Swing Line Lender hereunder;

(v) if to a Lender, to it at its address (or facsimile number) set forth in the applicable Lender Schedule.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when sent (except that, if not given during normal business hours, they shall be deemed to have been given on the next business day for the recipient). Notices delivered through electronic communication shall be deemed to have been given when delivered or furnished by electronic communication provided in said subsection (b).

(b) *Electronic Communications.* Notices and other communications to the Lender shall be delivered or furnished by electronic communication if the Lender, in its sole discretion, agrees to accept notices and other communications to it hereunder by electronic communication.

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Notices and other communications may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures set forth in the applicable Lender Schedule, if the Lender, in its sole discretion, agrees to accept notices and other communications to it hereunder by electronic communication. If the Lender, in its sole discretion, does not agree to accept notices and other communications to it hereunder by electronic communication, the Lender shall be deemed to have agreed to accept notices and other communications to it hereunder by electronic communication if the Lender, in its sole discretion, agrees to accept notices and other communications to it hereunder by electronic communication. The Lender's consent to accept notices and other communications to it hereunder by electronic communication may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications shall be deemed to have been given when received by the intended recipient (such as by the "return receipt requested" service) or, if the intended recipient does not provide a return receipt, when the notice or communication is delivered to the intended recipient's address (or facsimile number) set forth in the applicable Lender Schedule; and (ii) notices or communications posted to an Internet or intranet website shall be deemed to have been given when posted to such website, if notification that such notice or communication is available is provided to the intended recipient by the Administrative Agent.

and (ii) above, if such notice, email or other communication is not sent during the normal business hours, it shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) *Change of Address, etc.* Any party hereto may change its address or for any other parties hereto.

(d) *Platform.* (i) Each Loan Party agrees that the Administrative Agent may make the Communications available to the L/C Issuers and the other Lenders by posting the Communications on Debt DocuSign (the "Platform").

(ii) (i) The Platform is provided "as is" and "as available." The Administrative Agent and the Lenders expressly disclaim liability for errors or omissions in the Communications (as defined in the Communications) without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement, or otherwise. The Administrative Agent and the Lenders (collectively, the "Agent Parties") have any liability to the Borrower or the other Loan Parties, any Lender or any other party (collectively, the "Other Parties") for direct, indirect, special, incidental or consequential damages, losses or expenses (whether or not such damages, losses or expenses were foreseeable) arising out of or in connection with the Platform.

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Administrative Agent's transmission of communications through the Platform. "Communications" means any document or other material provided by or on behalf of any Loan Party pursuant to any Loan Commitment, and any communication from the Administrative Agent, any Lender or any L/C Issuer by means of electronic communications pursuant to the Platform.

#### Section 13.02 Successors and Assigns. Assigns.

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall apply to the respective successors and assigns permitted hereby, except that neither the Borrower nor any other party shall be bound by the terms of this Agreement unless it has expressly agreed to be bound by the terms of this Agreement.

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obligations hereunder without the prior written consent of the Administrative Agent and the Lenders. The obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, or (ii) by way of pledge or assignment of a security interest pursuant to paragraph (d) of this Section, or (iii) by way of pledge or assignment of a security interest pursuant to paragraph (e) of this Section, shall be null and void. Nothing in this Agreement, or in any other agreement, shall prevent the parties hereto, their respective successors and assigns permitted hereby, Participants to the Loan Commitment contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders, or any of them, from performing the obligations contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders, or any of them, under the Agreement.

(b) *Assignments by Lenders.* Any Lender may at any time assign to one or more other parties (including all or a portion of its Revolving Credit Commitments and the Loans at the time of such assignment) on the following conditions:

(i) *Minimum Amounts.* (A) in the case of an assignment of the entire revolving credit commitments of the Lender to the Loans at the time owing to it (in each case with respect to the Revolving Facility) or (B) in the case of an assignment of a portion of the revolving credit commitments of the Lender to the Loans at the time owing to it, the minimum amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment of a portion of the revolving credit commitments of the Lender to the Loans at the time owing to it, the minimum amount need be assigned; and

(B) (A) in any case not described in paragraph (b)(i)(A) of this section, the purpose includes Loans outstanding thereunder) or, if the Revolving Credit Commitment is assigned to an Assigning Lender subject to each such assignment (determined as of the date the Assigning Lender becomes the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, the Administrative Agent and, so long as no Event of Default has occurred and is continuing, not withheld or delayed).

(ii) *Proportionate Amounts*. Each partial assignment shall be made as to the proportionate share of obligations under this Agreement with respect to the Loan or the Revolving Credit Commitment.

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(iii) *Required Consents*. No consent shall be required for any assignment to an Assigning Lender:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender that has consented to any such assignment unless it shall object thereunto within 30 days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) with respect to the Revolving Credit Commitment.

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Facility if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment; and

(C) the consent of L/C Issuer and any Lender providing Swap Obligations, if such consent is required for any assignment in respect of the Revolving Facility that increases the obligations (whether or not then outstanding).

(iv) *Assignment and Assumption*. The parties to each assignment shall be the Assigning Lender together with a processing and recordation fee of \$3,500; provided that the Administrative Agent shall not be responsible for any fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent a copy of the Assignment and Assumption Agreement.

(v) *No Assignment to Certain Persons*. No such assignment shall be made to a Defaulting Lender, its Subsidiaries or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person that is a Defaulting Lender or a Subsidiary of a Defaulting Lender or a Person described in this clause (B) or (C) unless an Event of Default under [Section 9.0](#) has occurred.

(vi) *No Assignment to Natural Persons*. No such assignment shall be made to a natural person.

(vii) *Certain Additional Payments*. In connection with any assignment of rights under the Revolving Facility, the Assigning Lender shall be effective unless and until, in addition to the other conditions thereto set forth hereunder, the Assigning Lender has provided the Administrative Agent in an aggregate amount sufficient, upon distribution thereof to the Assigning Lender, a pro rata share of participations or subparticipations, or other compensating actions, including funding, with respect to the Revolving Facility, a pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each Assigning Lender (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender under the Revolving Facility hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) the Revolving Facility.



directly with such Lender in connection with such Lender's rights and obligations under this Agreement and its indemnity under [Section 10.08](#) with respect to any payments made by such Lender to its Participant.

Any agreement or instrument pursuant to which a Lender sells such a participation shall not require the Lender to approve any amendment, modification or waiver of any provision of this Agreement; *provided*, however, that the Lender, with the consent of the Participant, agrees to any amendment, modification or waiver that would result in a material increase in the risk which such participant has an interest. The Borrower agrees that each Participant shall be entitled to the same benefits and limitations therein, including the requirements under [Section 4.1\(g\)](#) (it being understood that such Participant is a participating Lender)) to the same extent as if it were a Lender and had acquired its interest in the Loan. Participant (A) agrees to be subject to

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the provisions of [Sections 2.13](#) and [4.07](#) as if it were an assignee under paragraph (b) of this [Section 4.01](#) or [4.04](#), with respect to any participation, than its participating Lender would have been entitled to. In the event of results from a Change in Law that occurs after the Participant acquired the applicable participation, the Lender shall, at its expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of this Agreement. The Participant also shall be entitled to the benefits of [Section 13.06](#) as though it were a Lender; *provided*, however, that the Lender were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a representative of the Participant, file and address of each Participant and the principal amounts (and stated interest) of each Participant's participation in the "Participant Register"; *provided* that no Lender shall have any obligation to disclose all or any part of such information relating to a Participant's interest in any commitments, loans, letters of credit or other financial instruments that such disclosure is necessary to establish that such commitment, loan, letter of credit or other financial instrument complies with Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error. The Administrative Agent shall be the owner of such participation for all purposes of this Agreement. The Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining the Participant Register.

(e) *Certain Pledges.* Any Lender may at any time pledge or assign a security interest in the Loan to a Federal Reserve Bank or other institution for such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other institution, or substitute any such pledgee or assignee for such Lender as to such obligations.

(f) *Disqualified Institutions.*

(i) Unless an Event of Default under [Section 9.01\(a\)](#), [9.01\(j\)](#) or [9.01\(k\)](#) has occurred, the Lender shall not assign, or grant a participation in, all or a portion of its rights and obligations under this Agreement, as applicable, to such Person if such Person is a Disqualified Institution as of the date (the "Trade Date") on which the Lender assigns, or grants a participation in, all or a portion of its rights and obligations under this Agreement, as applicable, to such Person, or if such Person becomes a Disqualified Institution pursuant to this [Section 13.02\(f\)](#) if the Trade Date therefor occurred prior to the date of such assignment or grant of a participation.

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portion of its rights and obligations under this Agreement, as applicable, to such Person if such Person is a Disqualified Institution as of the date (the "Trade Date") on which the Lender assigns, or grants a participation in, all or a portion of its rights and obligations under this Agreement, as applicable, to such Person, or if such Person becomes a Disqualified Institution pursuant to this [Section 13.02\(f\)](#) if the Trade Date therefor occurred prior to the date of such assignment or grant of a participation.

(ii) The Administrative Agent and each assignor of a Loan or Revolving Facility shall rely conclusively on a representation of the assignee Lender or Participant in the relevant agreement that the assignee or purchaser is not a Disqualified Institution. The Administrative Agent shall not be responsible for verifying the accuracy of such representation. The Administrative Agent shall, upon request, provide the list of Disqualified Institutions to each Lender upon request. Subject to the limitations set forth in [Section 13.02\(f\)](#), the Administrative Agent shall not be responsible for verifying the accuracy of such representation.

violation of this [Section 13.02\(f\)](#) shall be treated for purposes of this Agreement as a s with [Section 13.02\(d\)](#); *provided* that such

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treatment shall not relieve any assigning Lender from any liabilities arising as a consequ

(iii) If any assignment or participation is made to any Disqualified Inst the Borrower may, at its sole expense and effort, upon notice to the applicable Disc Commitment of such Disqualified Institution and repay all obligations of the Borrowe Commitment or in accordance with and subject to the provisions of [Section 2.13](#), require than its existing rights to payments pursuant to [Section 4.01](#) or [Section 4.04](#)) and o Assignee as if such Disqualified Institution were required to do so pursuant to [Section 2.](#)

(iv) Notwithstanding anything to the contrary contained in this Agree reports or other materials provided to the Administrative Agent or the Lenders by the Bc attend or participate (including by telephone) in meetings attended by any of the Lende the Lenders or confidential communications from counsel to or financial advisors of the amendment, waiver or modification of, or any action under, and for the purpose of an refrain from taking any action) under this Agreement or any other Loan Document, ea same proportion as the Lenders that are not Disqualified Institutions consented to su required for any amendment, waiver or other modification described in [clause \(1\)](#) of [Se](#) such Disqualified Institution, and (y) for purposes of voting on any plan of reorganizati similar plan or proposal under any other Debtor Relief Law with respect to the Borrow vote on such plan, (2) if such Disqualified Institution does vote on such plan notwiths deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of

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Code of the United States (or any similar provision in any other similar federal, state or vote shall not be counted in determining whether the applicable class has accepted or the United States (or any similar provision in any other similar federal, state or foreign contest any request by any party for a determination by the bankruptcy court (or other a

(v) Notwithstanding anything to the contrary in this Agreement, the Administrative Agent be responsible or have any liability for, or have any duty to ascertain to Disqualified Institutions. Without limiting the generality of the foregoing, the Administr any Lender or Participant or prospective Lender or Participant is a Disqualified Institution

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(y) have any liability with respect to or arising out of any assignment or participation

Section 13.03 *Amendments*. Any provision of this Agreement or the other Loan Document writing and is signed by (a) the Borrower, (b) the Required Lenders, and (c) if the rights or duties thereby, the Administrative Agent, the L/C Issuer or Swing Line Lender, as applicable; *provided*

(i) no amendment or waiver pursuant to this Section 13.03 shall (A) such Lender or (B) reduce the amount of or postpone the date for any scheduled payment or of any fee payable hereunder without the consent of the Lender to which such party participates therein) hereunder; *provided, however*, that only the consent of the Required Lender or to waive any obligation of the Borrower to pay interest or fees at the default rate as term used therein) even if the effect of such amendment would be to reduce the rate of interest

(ii) no amendment or waiver pursuant to this Section 13.03 shall, unless the provisions of this Section 13.03; change Section 13.07 in a manner that would affect the pro rata sharing of the Lenders, change the application of payments contained in Section 5 or all or substantially all of the Collateral (except as otherwise provided for in the Loan Agreement thereof) or the Administrative Agent's Lien on all or substantially all of the Collateral (e) (x) any "debtor in-possession" facility (or similar facility under applicable law) or (y) any opportunity to participate ratably in such indebtedness pursuant to a written offer of arrangements pursuant to which such Indebtedness is to be

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provided; or affect the number of Lenders required to take any action hereunder or under

(iii) no amendment or waiver pursuant to this Section 13.03 shall, unless the Date, or extend the stated expiration date of any Letter of Credit beyond the Revolving Credit

(iv) no amendment to Section 11 shall be made without the consent of the

Notwithstanding anything to the contrary herein, (1) no Defaulting Lender shall have a right (and any amendment, waiver or consent which by its terms requires the consent of all Lenders other than Defaulting Lenders), except that (x) the Revolving Credit Commitment of any Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or other than other affected Lenders shall require the consent of

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such Defaulting Lender, (2) if the Administrative Agent and the Borrower have jointly identified a provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend, supplement or waive without the consent of any Lender if such amendment is in accordance with the advice of local counsel, (y) cure ambiguities, omissions, mistakes or defects or (z) cause such amendments to be made to this Agreement and the other Loan Documents, and (4) the Borrower and the Administrative Agent



obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction on the merits of the claim, or an act or omission of the Borrower or any of its Affiliates and that is brought by an Indemnitee agent or sub-agent in its capacity in fulfilling its role as an agent or arranger or any other similar role under the

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Revolving Facility. This subsection (b) shall not apply with respect to Taxes other than any Tax

(c) *Reimbursement by Lenders.* To the extent that (i) the Loan Parties for any reason are liable for any Taxes, or any interest, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, or any other amounts payable by any Lender, the L/C Issuer or a Related Party in any way relating to or arising out of this Agreement or any other Loan Document, or the use of the proceeds thereof, then, in each case, each Lender severally shall reimburse the L/C Issuer or such Related Party, as the case may be, such Lender's pro rata share (determined based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amounts; *provided* that with respect to such unpaid amounts owed to any L/C Issuer solely in its capacity as such, or against any Related Party of any such sub-agent) or such L/C Issuer in its capacity as such, or against any Related Party of any

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any such sub-agent) or such L/C Issuer in connection with such capacity. The obligations of the

(d) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by law, the Indemnitee waives, and releases, against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages, or any other damages, with or as a result of, this Agreement, any other Loan Document or any agreement or instrument, or the use of the proceeds thereof. No Indemnitee referred to in this Section shall be liable for any damages to recipients of any information or other materials distributed by it through telecommunication or any other means, under any Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) *Payments.* All amounts due under this Section shall be payable not later than

(f) *Survival.* Each party's obligations under this Section shall survive the termination or expiration of this Agreement.

Section 13.05 *No Waiver, Cumulative Remedies.* No delay or failure on the part of the holders of any of the Obligations, in the exercise of any power or right under any Loan Document, or the use of the proceeds thereof, shall preclude any single or partial exercise of any power or right preclude any other or further exercise thereof. This Section shall apply to the Administrative Agent, the L/C Issuer, the Lenders, and of the holder or holders

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of any of the Obligations are cumulative to, and not exclusive of, any rights or remedies which a

Section 13.06 *Right of Setoff*. In addition to any rights now or hereafter granted under this Agreement, if an Event of Default shall have occurred and be continuing, each Lender, each L/C Issuer, and each Affiliate, from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all amounts (in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by or for the Borrower or any other Loan Party against any and all of the obligations of the Borrower under this Agreement or any other Loan Document to such Lender or such L/C Issuer or their respective Affiliates, irrespective of whether such obligations are in the same or a different currency, office or Affiliate of such Lender or such L/C Issuer different from the branch, office or Affiliate of the Lender or L/C Issuer exercising such right of setoff, that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be held in accordance with the provisions of [Section 2.14](#) and, pending such payment, shall be segregated and held for the benefit of the Administrative Agent, the L/C Issuers, and the Lenders, and (y) the Defaulting Lender shall provide in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of setoff of the Lenders and their Affiliates under this Section are in addition to other rights and remedies (including other rights or

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their respective Affiliates may have. Each Lender and L/C Issuer agrees to notify the Borrower of such setoff *provided* that the failure to give such notice shall not affect the validity of such setoff and application of funds.

Section 13.07 *Sharing of Payments by Lenders*. If any Lender shall, by exercising its right of setoff, receive payment in principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving an amount of accrued interest thereon or other such obligations greater than its pro rata share thereof as provided in this Agreement, the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in such Loans or other obligations in adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders and their Affiliates in proportion to the accrued interest on their respective Loans and other amounts owing them; *provided* that:

(a) if any such participations are purchased and all or any portion of the purchase price is recovered, the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section shall not be construed to apply to (x) any payment made under this Agreement (including the application of funds arising from the existence of a Defaulting Lender or the assignment of or sale of a participation in any of its Loans or participations in L/C Obligations) or (y) any payment thereof (as to which the provisions of this Section shall apply).

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Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so, to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim and to the application of funds of each Loan Party in the amount of such participation.

Section 13.08 *Survival of Representations*. All representations and warranties made under this Agreement thereto shall survive the execution and delivery of this Agreement and the other Loan Documents and shall remain in effect as long as they were made as long as any credit is in use or available hereunder.



forbearance in the collection, of all or any portion of the Loans or other obligations outstanding. Excess Interest is provided for, or is adjudicated to be provided for, herein or in any other Loan Document. (b) neither the Borrower nor any guarantor or endorser shall be obligated to pay any Ex

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any Lender may have received hereunder shall, at the option of the Administrative Agent, be included in the amount of Excess Interest payable hereunder and accrued and unpaid interest thereon (not to exceed the maximum amount permitted by applicable law). (d) the interest rate payable hereunder or under any other Loan Document shall be reduced to the extent necessary to conform with applicable usury laws (the "Maximum Rate"), and this Agreement and the other Loan Documents shall reflect such reduction in the relevant interest rate, and (e) neither the Borrower nor any guarantor shall be liable for any damages whatsoever arising out of the payment or collection of any Excess Interest. The rate of interest payable on the Borrower's Obligations is calculated at the Maximum Rate rather than the applicable rate under applicable law. If the rate of interest payable on the Borrower's Obligations had been at the Maximum Rate, the rate of interest payable on the Borrower's Obligations shall remain at the Maximum Rate.

Section 13.15 *Lender's and L/C Issuer's Obligations Several.* The obligations of the Lenders under this Agreement and no action taken by the Lenders or L/C Issuer pursuant hereto shall be deemed to be in the best interest of the Borrower or any other entity.

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Section 13.16 *No Advisory or Fiduciary Responsibility.* In connection with all aspects of the relationship between any Loan Party and its Subsidiaries and the Administrative Agent, the Lenders and the L/C Issuer, including all transactions contemplated hereby or by the other Loan Documents, irrespective of whether the transactions are arm's-length commercial transactions between such Loan Parties, on the one hand, and the Administrative Agent, the L/C Issuer, and the Lenders each is and has been acting solely as a party to the transactions contemplated hereby and (iii) the Administrative Agent, the L/C Issuer, and the Lenders and their respective Affiliates have no duty to disclose any of such interests to any Loan Party. To the fullest extent permitted by law, each of the Administrative Agent, the L/C Issuer, and the Lenders with respect to any breach or alleged breach of the transactions contemplated hereby.

Section 13.17 *Governing Law; Jurisdiction; Consent to Service of Process.* (a) This Agreement shall be governed by the laws of the State of New York. (b) The parties hereto, shall be deemed to have irrevocably and exclusively agreed to submit to the jurisdiction of the courts of the State of New York and to accept the service of process in New York.

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construed and determined in accordance with the laws of the State of New York without regard to the New York General Obligations Law.

(b) (a) Each party hereto hereby irrevocably and unconditionally submits, for i  
York sitting in New York City in the Borough of Manhattan and of the United States district court  
appellate court from any thereof, in any action or proceeding arising out of or relating to any L  
hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action  
the extent permitted by applicable Legal Requirements, in such federal court. Each party here  
conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other  
any other Loan Document or otherwise shall affect any right that the Administrative Agent, the  
relating to this Agreement or any other Loan Document against the Borrower or any Guarantor

(c) (b) Each Loan Party hereby irrevocably and unconditionally waives, to the  
may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of  
in [Section 13.17\(b\)](#). Each party hereto hereby irrevocably waives, to the fullest extent permitte  
maintenance of such action or proceeding in any such court.

(d) (c) Each party to this Agreement irrevocably consents to service of process  
manner provided for notices (other than telecopy or e-mail) in [Section 13.01](#). Nothing in this  
Agreement to serve process in any other manner permitted by applicable Legal Requirements.

Section 13.18 *Waiver of Jury Trial*. Each party hereto hereby irrevocably waives, to th  
to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to any Loa  
tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorne  
would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges  
by, among other things, the mutual waivers and certifications in this Section.

Section 13.19 *USA Patriot Act*. Each Lender and L/C Issuer that is subject to the requ  
26, 2001)) (the "Act") hereby notifies the Borrower that pursuant to the requirements of the Act  
which information includes the name and address of the Borrower and other information that v  
Act.

Section 13.20 *Confidentiality*. Each of the Administrative Agent, the Lenders and th  
below), except that Information may be disclosed (a) to its Affiliates and to its Related Partie  
informed of the confidential nature of such Information and instructed to keep such

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Information confidential); (b) to the extent required or requested by any regulatory authority pu  
self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to  
legal process (in which case the Borrower shall be promptly notified thereof (except with respect

bank regulatory authority exercising examination or regulatory authority), to the extent practical hereunder; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights (Related Parties) to any swap, derivative or other transaction under which payments are to be made hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating any Bureau or any similar agency in connection with the issuance and monitoring of CUSIP number

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(h) with the consent of the Borrower; (i) to the extent such Information (x) becomes publicly available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a confidential basis; or (j) to the extent such Information (x) becomes publicly available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a confidential basis, other than any such information that is available to the Administrative Agent or any of their respective businesses, other than any such information that is available to the Administrative Agent to disclosure by a Loan Party or any of its Subsidiaries; *provided* that, in the case of information that is clearly identified as confidential, any Person required to disclose such information is considered to have complied with its obligation to do so if such Person has exercised the same obligation that would accord to its own confidential information.

Section 13.21 [Reserved].

Section 13.22 *Acknowledgement and Consent to Bail-In of Affected Financial Institution*. In connection with any agreement, arrangement or understanding among any such parties, each party hereto acknowledges and agrees that, to the extent such liability is unsecured, may be subject to the write-down and conversion and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Lender, L/C Issuer or Affiliates payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
  - (i) a reduction in full or in part or cancellation of any such liability;
  - (ii) a conversion of all, or a portion of, such liability into shares or other securities of the Affected Financial Institution, or a bridge loan or other financing arrangement;

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institution that may be issued to it or otherwise conferred on it, and that such shares or securities are not subject to any such liability under this Agreement or any other Loan Document; or

- (iii) the variation of the terms of such liability in connection with the exercise of the Affected Financial Institution's Regulatory Authority.

Section 13.23 *Certain ERISA Matters*.

- (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto

avoidance of doubt, to or for the benefit of Borrower or any other Loan Party, that at least one o

(i) such Lender is not using "plan assets" (within the meaning of S  
such Lender's

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entrance into, participation in, administration of and performance of the Loans, the Lette

(ii) the transaction exemption set forth in one or more PTEs, such as  
qualified professional asset managers), PTE 95-60 (a class exemption for certain t  
exemption for certain transactions involving insurance company pooled separate ac  
collective investment funds) or PTE 96-23 (a class exemption for certain transactions de  
entrance into, participation in, administration of and performance of the Loans, the Lette

(iii) (A) such Lender is an investment fund managed by a "Qualified P  
Qualified Professional Asset Manager made the investment decision on behalf of such L  
Credit, the Revolving Credit Commitments and this Agreement, (C) the entrance into  
Credit, the Revolving Credit Commitments and this Agreement satisfies the requirem  
knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 8-  
administration of and performance of the Loans, the Letters of Credit, the Revolving Cre

(iv) such other representation, warranty and covenant as may be ag  
Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding  
representation, warranty and covenant in accordance with sub-clause (iv) in the immediately pr  
such Person became a Lender party hereto, to, and (y) covenants, from the date such Perso  
party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to

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Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Le  
performance of the Loans, the Letters of Credit, the Commitments and this Agreement (includin  
Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 13.24 *Acknowledgment Regarding any Supported QFCs.* To the extent that  
Hedging Agreement or any other agreement or instrument that is a QFC (such support, "QFC C  
and agree as follows with respect to the resolution power of the Federal Deposit Insurance C  
Wall Street Reform and Consumer Protection Act (together with the regulations promulgated  
QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the L  
the laws of the State of New York and/or of the United States or any other state of the United St

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In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") transfers such Supported QFC and the benefit of such QFC Credit Support (and any interest in such Supported QFC and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party to another Covered Party under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support are governed by the laws of the United States or a state of the United States. In the event a Covered Party or a Borrower is subject to the U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. The parties have agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event be limited by the laws of any QFC Credit Support.

[SIGNATURE PAGES]

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~~This Credit Agreement is entered into between us for the uses and purposes hereinabove.~~

~~"Borrower"~~

~~Dynatrace, LLC~~

~~By~~

~~Name~~

~~Title~~

~~"Holdings"~~

~~Dynatrace Intermediate, LLC~~

~~By~~

~~Name~~

~~Title~~

~~[Signature Page to Credit Agreement]~~

~~Accepted and agreed to:~~

BMO Harris Bank, N.A., as Administrative Agent

By

Name

Title

BMO Harris Bank N.A., as a Lender

By

Name

Title

[Signature Page to Credit

[Redacted], as a Lender

By

Name

Title

**CERTIFICATION PURSUANT TO RULE  
THE SECURITIES EXCHANG  
AS ADOPTED PURSUANT TO SECTION 302 OF T**

I, Rick McConnell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dynatrace, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or any statement of a material omission, and the information contained in this report is true and correct in all material respects, and the circumstances under which such statements were made, not misleading with respect to the information contained in this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, and the operations and cash flows of the registrant as of, and for, the periods presented in this report, are true and correct in all material respects;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining internal control over financial reporting (as defined in Exchange Act Rules 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 15d-15(e)).



d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the 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 the internal control over financial reporting, to the audit committee of the registrant's board of directors (or persons performing the equivalent function),

a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that could result in the registrant's inability 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: August ~~August~~ November 7, 2024

By: /s/ James Benson  
James Benson  
Executive Vice President  
(Principal Financial Officer)

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SECURITIES  
ACT OF 2002**

I, Rick McConnell, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Securities Act of 2002, that the information contained in such Quarterly Report on Form 10-Q for the period ended ~~June 30, 2024~~ September 30, 2024 fully complies with the requirements of the Securities Act of 2002, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Dynatrace, Inc.

Date: August ~~August~~ November 7, 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 Securities Act of 2002, that the information contained in such Quarterly Report on Form 10-Q for the period ended ~~June 30, 2024~~ September 30, 2024 fully complies with the requirements of the Securities Act of 2002, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Dynatrace, Inc.

Date: August ~~August~~ November 7, 2024

By: /s/ James Benson  
James Benson  
Executive Vice President  
(Principal Financial Officer)

*The foregoing certifications are not deemed filed with the Securities and Exchange Commission for purposes of the Securities Act, and are not to be incorporated by reference into any filing of Dynatrace, Inc. under the Securities Act, regardless of any general incorporation language in such filing.*

**DISCLAIMER**

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