



PROFESSIONAL SERVICES TERMS

Except as set forth in these “Terms”, implementation, training, consulting, performance analysis, or other professional services (“Professional Services”) are governed by the executed end-user agreement between Dynatrace and Customer, or where there is no such agreement, the Dynatrace Subscription Agreement available at <https://www.dynatrace.com/company/trust-center/customers/>.

1. **Scheduling.** Dynatrace will provide Professional Services only during Business Hours on Business Days within the “Service Period” stated in the order document or statement of work which identifies the Professional Services ordered by Customer, unless otherwise agreed, subject to availability of the assigned Dynatrace “Consultant.” “Business Hours” means 8 hours on a Business Day any time between the hours of 08:00 and 18:00 in the time zone where the Professional Services are being performed. “Business Day” means a calendar day excluding weekends, local, statutory, or Dynatrace corporate holidays.
 - a. **Outside Business Hours and/or Business Days.** A 50% uplift in Flexpoints/fees applies to all Professional Services scheduled outside Business Hours and a 100% uplift applies to all Professional Services scheduled outside Business Days. Applicable uplift will be pre-approved by Customer in writing. Consultants may be unavailable during Dynatrace-required professional development trainings or outside of Business Days and such unavailability will not affect the Service Period. On-call/standby time will be charged at 1 Flexpoint (or the equivalent in fees, if applicable) per 4-hour session plus charges for actual hours worked at the rates stated in this Section.
2. **Rescheduling.** Customer may reschedule Professional Services upon written notice and will be responsible for all resulting out-of-pocket expenses incurred by Dynatrace, including non-refundable travel or accommodation costs, fees, or penalties. If Dynatrace receives Customer’s written notice to reschedule less than 5 Business Days before the scheduled start date, Dynatrace reserves the right to charge a late cancellation fee equal to 50% of the session fees (or equivalent Flexpoints, if applicable). This is in recognition that late cancellation does not afford Dynatrace a commercially reasonable opportunity to reallocate its resources.
3. **Sub-Contractors.** Unless otherwise agreed, Dynatrace may use sub-contractors to perform Professional Services and will remain responsible for the performance of all subcontracted obligations.
4. **Dynatrace Materials.** Customer may use the Dynatrace Materials provided with or as part of the Professional Services solely for Customer’s internal business purposes in connection with Customer’s subscription to the Dynatrace product(s). “Dynatrace Materials” means all trainings, dashboards, presentations, report templates or other templates, documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, know-how, works of authorship, formulas, algorithms, databases, scripts, configurations, logos, symbols, designs, and other inventions that Dynatrace develops or supplies in connection with the Professional Services, or other offerings that Dynatrace makes generally available, including all copies, portions, modifications, improvements and derivative works of any of the foregoing. Professional Services and the Dynatrace Materials are not “works made for hire” and Dynatrace retains all rights, title, and interest therein. On-going maintenance, upgrades, updates, or continued support of the Dynatrace Materials shall not be provided after delivery unless otherwise agreed. Training sessions may not be recorded without Dynatrace’s prior written consent.
5. **Incidental Expenses.** Unless otherwise agreed, Customer will reimburse Dynatrace for all reasonable out-of-pocket expenses, including travel, meals and accommodation expenses incurred by Consultants for travel to or onsite work performed on any engagement. Dynatrace will supply Customer with reasonable supporting documentation upon request.
6. **Delay.** Dynatrace’s performance of its obligations will be permissibly delayed or excused due to Customer’s failure to provide Dynatrace with the contemplated personnel, data, resources, materials, access, workspace

and/or training facilities or the like reasonably requested by Dynatrace as necessary for the performance of the Professional Services ("Customer Delay"). Any requested extension of the Service Period due to Customer Delay shall be subject to additional fees and expenses.

7. **Non-Solicitation.** During the Service Period and for 12 months thereafter, Customer agrees to the extent permitted by law that it will not, directly or indirectly, solicit for employment or employ any Dynatrace employee who is engaged in the Professional Services; provided that (i) non-directed internet or public advertisements and search firm engagements shall not be considered as "solicitation" and (ii) the restrictions under this Section shall not apply with respect to Dynatrace employees that initiate contact with Customer.
8. **Change Orders.** Either party may request a change order and Dynatrace will provide an estimate of the financial and schedule impacts. All pricing changes must be mutually agreed in writing by the parties.
9. **Personnel.** Dynatrace will determine the Consultants assigned to perform Professional Services. Customer may request in writing the replacement of Consultants that Customer reasonably believes are not adequately performing Professional Services.
10. **Portal.** Dynatrace may grant Customer access to and use of the Dynatrace Services Portal (or similar) in connection with Professional Services and such are offered and provided "as-is" without any warranty or guaranty.
11. **Region-Specific Terms.** The following additional or amended terms apply to Professional Services performed in the locations noted below.

a. United States, and Canada:

"**Non-Solicitation**" is deleted and replaced with the following:

Conversion Fee. During the Service Period and for 12 months thereafter, if Customer wishes to hire any Consultant, Customer shall pay to Dynatrace a conversion fee equal to the Consultant's current monthly salary multiplied by the number of months that such Consultant has been employed by Dynatrace, but in no case more than \$150,000 (local currency).

The following is added to "**Incidental Expenses**":

If Customer retains on-site Velocity Consultant Services for 6 months or more, Customer is responsible for reimbursement of up to 2 weeks of incidental expenses incurred by the Velocity Services Consultant at the start of engagement, not to exceed \$6,000 (local currency), while the Velocity Services Consultant is provisioning long term housing. All other relocation, travel and expenses for Velocity Consultant Services are included in fees paid if the Velocity Services Consultant is required to be on-site at the Customer's primary location to perform the Professional Services. If Customer wishes to have a Velocity Services Consultant travel outside the primary location, Customer is responsible for Incidental Expenses in accordance with this Section.

b. France:

The following is added:

Overdue Charges. Any late payment will result, without a reminder being necessary, in the payment by Customer of a fixed compensation of recovery costs of 40 €, in addition to a late payment penalty calculated at the rate of 3 times the legal interest rate and applied from the due date of payment until full payment of the invoice. Any invoice not disputed by the Customer within 15 days from the date of receipt will be deemed accepted by the Customer.

c. United Kingdom:

“Business Hours” means 7.5 hours completed on Business Days between the hours of 09:00 and 18:00 in the time zone where the Professional Services are being performed.

d. Australia, and New Zealand:

“Business Hours” means 7.5 hours completed on Business Days between the hours of 08:00 and 18:00 in the time zone where the Professional Services are being performed.

“Outside Business Hours and/or Business Days” is deleted and replaced with the following:

If Consultants are required to perform Professional Services outside of Business Hours, work will be subject to overtime rates at an additional 50% per hour between 18:00 and 21:00, and 100% between 21:00 and 08:00, or on public holidays and weekends. Any overtime will be pre-approved by the Customer in writing. On-call/standby time will be charged at the rates stated in this Section in minimum ½ day increments plus charges for actual hours worked at the rates stated in this Section.

e. Southeast Asia, India, China, Japan, and Korea:

“Outside Business Hours and/or Business Days” is deleted and replaced with the following:

If Consultants are required to perform Professional Services outside of Business Hours, work will be subject to overtime rates at an additional 50% per hour between 18:00 and 21:00, and 100% between 21:00 and 08:00, or on public holidays and weekends. Any overtime will be pre-approved by the Customer in writing. On-call/standby time will be charged at the rates stated in this Section in minimum ½ day increments, plus charges for actual hours worked at the rates stated in this Section.

f. Brazil, Mexico, Peru, Chile, Colombia, Ecuador, Puerto Rico, Dominican Republic, Guatemala, Uruguay, Argentina, and Bolivia:

“Outside Business Hours and/or Business Days” is deleted and replaced with the following:

All resource requests are subject to up to a 4-week lead time. If Consultants are required to perform Professional Services outside of Business Hours, work will be subject to overtime rates at an additional 50% per hour between 18:00 and 21:00, and 100% between 21:00 and 08:00, or on public holidays and weekends. Any overtime will be pre-approved by the Customer in writing. On-call/standby time will be charged at 1 Flexpoint (or the equivalent in fees, if applicable) per 4-hour session plus charges for actual hours worked at the rates stated in this Section.