

## **Dynatrace Research Interview Participation Agreement (the “Agreement”)**

Thank you for your willingness to meet with a representative of Dynatrace, LLC with its offices located at 280 Congress St., 11<sup>th</sup> Floor, Boston, MA 02210 (“Dynatrace”). Please read this Agreement carefully before signing and proceeding further.

BY PARTICIPATING IN THIS PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE, PLEASE DO NOT CHECK THE BOX ABOVE AND CLOSE THIS WINDOW AND DO NOT PARTICIPATE. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, BOTH YOU AND DYNATRACE ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

1. **Scope and Applicability.** This Agreement applies to your participation in Dynatrace’s customer research interview program (the “Program”). Only residents of the United States who are 18 years or older at the time of entry and meet the eligibility criteria in Section 4 below (“Eligibility Criteria”) are eligible to participate. Void where prohibited by law.
2. **Description.** The Program is a limited-time, limited-quantity incentive program in which participants will attend a recorded meeting with a Dynatrace representative to discuss Dynatrace’s products, features, and services (the “Interview”).
3. **Entry Period.** Subject to the Eligibility Criteria, you may participate in the Program by responding to the Dynatrace email or invitation soliciting participation (the “Invitation”). Dynatrace must receive your response within thirty (30) days from the date the Invitation was sent to you.
4. **Eligibility.** To be eligible to participate in the Program you must meet all of the following Eligibility Criteria at the time of the Interview:
  - a. You must be 18 years of age or older;
  - b. You must reside within the United States;
  - c. You must not be an employee or serve on the Board of Directors (or similar entity) of Dynatrace or any of its affiliates, suppliers, partners, or advertising and promotion agencies; and
  - d. You must not be an employee of or serve in any capacity with respect to any governmental agency or public institution.
5. **Incentive.** If you schedule and complete the full Interview, and are otherwise in compliance with the terms of this Agreement, you will be entitled to receive a pair of custom sneakers with an approximate retail value of \$150 (the “Incentive”).
6. **Conditions to Receive the Incentive.** The Interview is intended to last for up to 60 minutes. Incomplete Interviews or those that do not comply to this Section may, at Dynatrace’s sole discretion, disqualify you from receiving the Incentive. During the Interview you will be asked a series of questions about Dynatrace’s product features and offerings. You must:
  - a. Complete the full Interview;
  - b. Dress and present yourself professionally;

- c. Refrain from using any indecent, inappropriate, or unprofessional attire or backgrounds; and
- d. Agree and comply with this Agreement.

ANY ATTEMPT TO DELIBERATELY TAMPER WITH THE ENTRY PROCESS, UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM, OR DEFRAUD DYNATRACE IN ANY WAY MAY CONSTITUTE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE; DYNATRACE RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF THE INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **How to Claim the Incentive:** Within seven (7) days of completing the Interview, Dynatrace will send you an email with instructions on how to claim the Incentive. In its sole discretion, Dynatrace may alter the method of delivery of the Incentive on a case-by-case basis. Dynatrace is not responsible for any inability to schedule or attend the Interview, or claim the Incentive, due to internet access issues, service outages or delays, computer difficulties, or other technological problems.
8. **Confidentiality Obligations.** “Confidential Information” means this Agreement, the Interview questions, and any information captured during the Interview and Program, including nonpublic, confidential, and proprietary information about Dynatrace’s products, services, brand, design, samples, patterns, documents, data, business operations, pricing, content, features, functions, or current or potential offerings, as well as the fact that Dynatrace has requested your participation in the Program. You agree not to disclose Confidential Information to anyone for any purpose other than participation in the Program. You further acknowledge that any breach or threatened breach of this provision may cause irreparable harm to Dynatrace, for which monetary damages would be insufficient, and therefore Dynatrace shall be entitled to seek injunctive relief to enforce this Section.
9. **Permission to be Recorded and Use of Recording:** By participating in the Program, you hereby irrevocably grant Dynatrace and its affiliates, directors, officers, licensees, employees, agents, successors, and assigns (collectively with Dynatrace, the “Authorized Persons”) all right, title, ownership, and interest in any delivered or captured statement, quote, testimonial, text, images, photographs, films, videos, webcasts, sound recordings, voicemails, audiovisual works, or other types of media in connection with the Interview (“Materials”), alone or in combination with other materials, in any language and in perpetuity through the universe, without any compensation, inspection, or approval from me in any medium or format now or hereafter known and on any platform (including, but not limited to, display on an Authorized Person’s website, publication in an Authorized Person’s print and digital advertising, publicity, educational, and marketing materials, on an Authorized Person’s social media (i.e., Facebook, Twitter (or “X”), Instagram, TikTok, YouTube), or other medium associated with the Authorized Persons and their businesses, products, and services) (“Platform”). For the avoidance of doubt, Dynatrace may create summaries and analyses of the Interview using artificial intelligence and otherwise edit, alter, copy, enhance, crop, exhibit, publish distribute, and make use of any and all Materials.
10. **Likeness License.** By participating in the Program you hereby grant an irrevocable, perpetual, worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free license to capture, edit, adapt, publish, copy, perform, broadcast, modify, reproduce, distribute, display, sublicense, create derivative works, and otherwise use your name, nickname, initials,

autograph, endorsement, facsimile signature, likeness, appearance, voice, tattoos, professional and personal biographical information, personal characteristics, and other identifying information (collectively, the “Likeness”) contained in the Materials (with or without name credit), and all materials created by or on behalf of an Authorized Person that incorporate the Likeness, in connection with the Materials in perpetuity through the universe, without any compensation, inspection, or approval from me in any medium or format now or hereafter known and on any Platform.

11. **Privacy Policy.** You acknowledge that any personal information collected by Dynatrace shall be subject to the Dynatrace Privacy Notice located at <https://www.dynatrace.com/company/trust-center/privacy>. You further acknowledge and agree that Dynatrace shall be authorized to use any personal information in conformance with the Dynatrace Privacy Notice.
12. **Representations and Warranties:** By participating in this Program, you represent and warrant: (i) you are eligible to participate based on Eligibility Requirements; (ii) to comply with all applicable federal, state, and local laws and regulations; (iii) that any answers you provide or submit do not infringe or otherwise violate the intellectual property or other rights any of any other party, (iv) your participation will not violate any privacy or publicity or other proprietary rights of any person or entity; (v) that your answers will not contain any obscene, offensive, libelous, disparaging, infringing, or other inappropriate content or subject matter; and (vi) that you will keep your participation in the Interview and the Interview questions and all other aspects of the Program confidential.
13. **Additional Terms.** No transfer, assignment, or substitution of the Incentive for cash or any other item shall be allowed, except at Dynatrace’s sole discretion. Dynatrace reserves the right to substitute the Incentive with another incentive of comparable or greater value if the intended Incentive is not available for any reason, as determined by Dynatrace in its sole discretion. Dynatrace is not responsible for replacing any Incentive that is lost, stolen, destroyed, or used without permission. All Incentive recipients are responsible for all federal, state and local taxes arising from receipt, acceptance, or use of the Incentive. Dynatrace will not be responsible for any tax obligations and reserves the right to withhold taxes as required by law. ALL INCENTIVES AND OTHER MATERIALS PROVIDED BY DYNATRACE IN CONNECTION WITH THE PROGRAM ARE PROVIDED “AS IS,” AND DYNATRACE DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Receipt of the Incentive is conditioned upon the compliance with all federal, state, and local laws and regulations.
14. **General Conditions and Release:** By participating in the Program, to the fullest extent permitted by applicable law, you hereby irrevocably waive all legal and equitable rights relating to any and all liabilities, claims, demands, actions, suits, damages, and expenses—including, but not limited to, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of privacy, violation of publicity rights, or physical or emotional injury or distress, or any similar claim or cause of action whether based in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, “Claims”). This waiver applies to all Claims arising directly or indirectly from your participation in the Program, including but not limited to, any use the Materials or your Likeness by any Authorized Person, or any production, distribution, exhibition, advertising, promotion, exploitation, or other use of the Materials or Likeness, and whether resulting in whole or in part by the negligence of

Dynatrace or any other person. You agree not to make or bring any such Claims against any Authorized Person or its agents, employees, or representatives, and you forever release and discharge the Authorized Persons from liability arising under such Claims. You also waive any right to seek injunctive and other equitable relief in connection with any dispute, including any effort to enjoin or interfere with the production, exhibition, distribution, use, exploitation, advertising, or promotion of the Materials.

15. **Disclaimer.** The Authorized Persons are not responsible for any lost, incomplete, illegible, late, damaged, inaccurate, misdirected, garbled, or undelivered submissions or emails; miscommunications; failures of computer hardware, software or other technical systems; or for any printing, typographical, or other errors appearing within the Invitation, in any Program-related announcements, or in other related materials. The Authorized Persons are also not responsible for errors or problems of any kind related to or arising from the Interview, including, but not limited to, errors or problems which may occur in connection with the administration of the Interview related to scheduling, the processing of entries, mail or e-mail delivery, or any injury or damage to your or any other persons' computers or equipment related to or resulting from participation, or uploading or downloading of any materials related to the Program. Any materials provided to participants by Dynatrace are solely to facilitate participation in the Interview on an "AS IS" basis, without warranties of any kind.
16. **No Waiver.** Dynatrace's failure to enforce any term of this Agreement shall not be deemed a waiver of that term or other provision. If, for any reason, the Interview cannot be conducted as planned—due to tampering, unauthorized intervention, fraud, technical failures, or any other causes that in Dynatrace's opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Interview—Dynatrace reserves the right, in its sole discretion, to void any affected Materials and to cancel, terminate, modify or suspend the Interview (or any portion thereof) for any reason. In the event of cancellation, termination or suspension, you will be notified, and distribution of Incentives will be handled in a manner that Dynatrace, in its sole discretion, determines to be fair, appropriate and consistent with this Agreement.
17. **LIMITATION OF LIABILITY:** YOU AGREE THAT: (A) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROGRAM, BUT IN NO EVENT SHALL INCLUDE ATTORNEYS' FEES; AND (B) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO, CLAIM PUNITIVE, INCIDENTAL INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, EXCEPT FOR DIRECT DAMAGES AND IN NO EVENT SHALL EXCEED THE VALUE OF THE INCENTIVE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
18. **Choice of Law & Venue.** All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, your rights and obligations, or the rights and obligations of Dynatrace in connection with this Agreement and the Program, shall be: (i) resolved individually, without resorting to any form of class action, and exclusively by the United States District Court for the District of Massachusetts, or the appropriate Massachusetts State Court located in Suffolk County, Massachusetts; and (ii) governed by, and construed in accordance with, the laws of Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction),

that would result in the application of the laws of any jurisdiction other than Commonwealth of Massachusetts

19. **No Class Actions.** YOU AND DYNATRACE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
20. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect and will be enforceable to the fullest extent permitted by law. Any such invalid, illegal, or unenforceable provision will be deemed automatically modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, to the maximum extent possible, the original intent of the parties.
21. **Agreement is Binding:** By participating in the Program, you agree to abide by and be bound by this Agreement and Dynatrace's decisions, which are final and unconditionally binding in all respects. Dynatrace reserves the right, at its sole discretion, to refuse, withdraw, or disqualify any participant at any time.