

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

Amendment No. 2

to

Form S-1

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Dynatrace Holdings LLC

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	7372 (Primary Standard Industrial Classification Code Number)	47-2386428 (I.R.S. Employer Identification No.)
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**1601 Trapelo Road, Suite 116
Waltham, MA 02451
(781) 530-1000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Craig Newfield
General Counsel
Dynatrace LLC
1601 Trapelo Road, Suite 116
Waltham, MA 02451
(781) 530-1000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:		
Kenneth J. Gordon Joseph C. Theis, Jr. Seo Salimi Goodwin Procter LLP 100 Northern Avenue Boston, MA 02210 (617) 570-1000	Bradley C. Reed, P.C. Michael P. Keeley Kirkland & Ellis LLP 300 North LaSalle Chicago, IL 60654 (312) 862-2000	Mark G. Borden David A. Westenberg Wilmer Cutler Pickering Hale and Dorr LLP 60 State Street Boston, MA 02019 (617) 526-6000

**Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this Registration Statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

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 7(a)(2)(B) of the Securities Act.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 2 to the Registration Statement on Form S-1 (File No. 333-232558) is filed solely to amend Item 16 of Part II thereof and to file certain exhibits thereto. This Amendment No. 2 does not modify any provision of the preliminary prospectus contained in Part I. Accordingly, the preliminary prospectus has been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses incurred by the registrant, other than underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and the New York Stock Exchange listing fee.

	<u>Amount to be Paid</u>
SEC registration fee	\$ 64,500
FINRA filing fee	80,327
New York Stock Exchange listing fee	295,000
Printing and engraving expenses	355,000
Legal fees and expenses	2,300,000
Accounting fees and expenses	1,800,000
Transfer agent and registrar fees	32,500
Miscellaneous expenses	72,673
Total	<u>\$ 5,000,000</u>

Item 14. Indemnification of Directors and Officers.

The registrant is incorporated under the laws of the State of Delaware. Section 145 of the DGCL provides that a Delaware corporation may indemnify any persons who were, are or are threatened to be made parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were, are or are threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) actually and reasonably incurred.

The registrant's charter and bylaws, provide for the indemnification of its directors and officers to the fullest extent permitted under the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

- transaction from which the director derives an improper personal benefit;
- act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or redemption of shares; or
- breach of a director's duty of loyalty to the corporation or its stockholders.

The registrant's charter includes such a provision. Expenses incurred by any officer or director in defending any such action, suit or proceeding in advance of its final disposition shall be paid by the registrant upon delivery to it of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the registrant.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The registrant's policy is to enter into separate indemnification agreements with each of its directors and officers that provide the maximum indemnity allowed to directors and executive officers by Section 145 of the DGCL and also to provide for certain additional procedural protections. The registrant also maintains directors and officers insurance to insure such persons against certain liabilities.

These indemnification provisions and the indemnification agreements entered into between the registrant and its officers and directors may be sufficiently broad to permit indemnification of the registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933, as amended.

The underwriting agreement to be filed as Exhibit 1.1 to this registration statement will provide for indemnification by the underwriters of the registrant and its officers and directors for certain liabilities arising under the Securities Act and otherwise.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have not issued any securities that were not registered under the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.**(a) Exhibits.****EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
1.1**	<u>Form of Underwriting Agreement.</u>
3.1**	<u>Amended and Restated Limited Liability Company Agreement of Dynatrace LLC, dated as of August 23, 2018.</u>
3.2	<u>Form of Certificate of Incorporation of the Registrant (to be effective upon the completion of Spin-Off Transactions).</u>
3.3**	<u>Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon the completion of this offering).</u>
3.4	<u>Form of Bylaws of the Registrant (to be effective upon the completion of Spin-Off Transactions).</u>
3.5**	<u>Form of Amended and Restated Bylaws of the Registrant (to be effective upon the completion of this offering).</u>
4.1**	<u>Specimen Common Stock Certificate.</u>
4.2**	<u>Form of Registration Rights Agreement (to be effective upon the completion of this offering).</u>
5.1**	<u>Form of Opinion of Goodwin Procter LLP.</u>
10.1##*	<u>2019 Equity Incentive Plan, and forms of award agreements thereunder.</u>
10.2##*	<u>2019 Employee Stock Purchase Plan.</u>
10.3##*	<u>Annual Short-Term Incentive Plan.</u>
10.4**	<u>Non-Employee Director Compensation Policy.</u>
10.5#	<u>Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.</u>
10.6##*	<u>Executive Officer Employment Agreement, by and between Registrant and John Van Siclen, to be entered into in connection with this offering.</u>
10.7##*	<u>Executive Officer Employment Agreement, by and between Registrant and Kevin Burns, to be entered into in connection with this offering.</u>
10.8##*	<u>Executive Officer Employment Agreement, by and between Registrant and Stephen Pace, to be entered into in connection with this offering.</u>
10.9**	<u>Senior Secured First Lien Credit Agreement, by and among Dynatrace LLC, Dynatrace Intermediate LLC, Jefferies Finance LLC and the other Lenders Parties listed thereto, dated as of August 23, 2018.</u>
10.10**	<u>Senior Secured Second Lien Credit Agreement, by and among Dynatrace LLC, Dynatrace Intermediate LLC, Jefferies Finance LLC and the other Lenders Parties listed thereto, dated as of August 23, 2018.</u>
10.11**	<u>Office Lease, dated July 6, 2017, by and between BP Reservoir Place LLC and Dynatrace LLC, and Declaration Affixing the Commencement Date of the Lease, dated November 15, 2017, by and between BP Reservoir Place LLC and Dynatrace LLC.</u>

<u>Exhibit Number</u>	<u>Description</u>
10.12**	English Translation of Lease Agreement, dated as of March 28, 2017, by and between Neunteufel GmbH and Dynatrace Austria GmbH.
10.13	Form of Tax Matters Agreement to be entered into between Dynatrace Holdings LLC and Compuware Software Group LLC.
10.14	Form of Master Structuring Agreement to be entered into by and among Dynatrace Holdings, LLC, Compuware Software Group, LLC and the other parties named therein.
21.1**	Subsidiaries of the Registrant.
23.1**	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
23.2**	Consent of BDO USA LLP.
24.1**	Power of Attorney (included on the signature page hereto).
99.1**	Consent of Michael Capone to be named as director.
99.2**	Consent of Stephen Lifshatz to be named as director.

** Previously Filed.

Indicates a management contract or any compensatory plan, contract or arrangement.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Waltham, Massachusetts on July 25, 2019.

DYNATRACE HOLDINGS LLC

By: /s/ John Van Siclen
John Van Siclen
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John Van Siclen</u> John Van Siclen	Chief Executive Officer and Director (Principal Executive Officer)	July 25, 2019
<u>/s/ Kevin Burns</u> Kevin Burns	Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	July 25, 2019
<u>*</u> Seth Boro	Director	July 25, 2019
<u>*</u> Chip Virnig	Director	July 25, 2019
<u>*</u> James K. Lines	Director	July 25, 2019
<u>*</u> Paul Zuber	Director	July 25, 2019

* By: /s/ Craig Newfield
Craig Newfield
Attorney-in-fact

CERTIFICATE OF INCORPORATIONOFDYNATRACE, INC.ARTICLE ONE

The name of the corporation is Dynatrace, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of capital stock that the Corporation has authority to issue is six hundred million (600,000,000) shares of Common Stock, par value \$0.001 per share.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or outside of the State of Delaware, as theby-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless theby-laws of the Corporation so provide.

ARTICLE EIGHT

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE EIGHT shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINE

The Corporation expressly elects not to be governed by §203 of the General Corporation Law of the State of Delaware.

ARTICLE TEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE ELEVEN

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this ARTICLE ELEVEN shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director, or stockholder becomes aware prior to such amendment or repeal.

* * * * *

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly have hereunto set my hand on the day of July, 2019.

By: _____
Name: John Van Siclen
Its: Chief Executive Officer

BY-LAWSOFDYNATRACE, INC.

A Delaware corporation
(Adopted as of July __, 2019)

ARTICLE I
OFFICES

Section 1 Registered Office. The registered office of the corporation in the State of Delaware shall be located at is c/o The Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2 Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1 Annual Meetings. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place, if any, and/or the means of remote communication, of the annual meeting shall be determined by the president of the corporation; provided, however, that if the president does not act, the board of directors shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting. No annual meeting of stockholders need be held if not required by the corporation's certificate of incorporation or by the General Corporation Law of the State of Delaware.

Section 2 Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships) and may be held at such time and place, within or without the State of Delaware, and/or by means of remote communication, as shall be stated in a written notice of meeting. Such meetings may be called by the board of directors or the president only with five business days prior written notice (which notice period may not be waived) to the stockholders and shall be called by the president upon the written request of holders of shares entitled to cast not less than fifty percent of the votes at the meeting, which written request shall state the purpose or purposes of the meeting and shall be delivered to the president. The date, time and place, if any, and/or remote communication, of any special meeting of stockholders shall be determined by the president of the corporation; provided, however, that if the president does not act, the board of directors shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting. On such written request, the president shall fix a date and time for such meeting within 2 days after receipt of a request for such meeting in such written request.

Section 3 Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, and/or by means of remote communication, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4 Notice. Whenever stockholders are required or permitted to take any action at a meeting, written or printed notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting and to each director not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally, by mail, or by a form of electronic transmission consented to by the stockholder to whom the notice is given, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. If given by electronic transmission, such notice shall be deemed to be delivered (a) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (b) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (c) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (3) if by any other form of electronic transmission, when directed to the stockholder. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5 Stockholders List. The officer who has charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, and/or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting

is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 6 Quorum. The holders of a majority of the votes represented by the issued and outstanding shares of capital stock, entitled to vote thereon, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders or their proxies.

Section 7 Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8 Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9 Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11 Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested or by reputable overnight courier service. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days after the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used; provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 12 Action by Telegram, Cablegram or Other Electronic Transmission Consent A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section; provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (A) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (B) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the board of directors of the corporation.

ARTICLE III
DIRECTORS

Section 1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2 Number, Election and Term of Office. The number of directors which shall constitute the board of directors shall initially be five (5). Thereafter, the number of directors shall be established (and may be modified) from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation.

Section 4 Vacancies. Except as otherwise provided in the certificate of incorporation of the corporation, board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Notwithstanding the foregoing, any such vacancy shall automatically reduce the authorized number of directors *pro tanto*, until such time as the holders of outstanding shares of capital stock who are entitled to elect the director whose office is vacant shall have exercised their right to elect a director to fill such vacancy, whereupon the authorized number of directors shall be automatically increased *pro tanto*. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5 Annual Meetings. The annual meeting of each newly elected board of directors shall be held without notice (other than notice under these by-laws) immediately after, and at the same place, if any, as the annual meeting of stockholders.

Section 6 Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place, if any, as shall from time to time be determined by resolution of the board of directors and promptly communicated to all directors then in office. Special meetings of the board of

directors may be called by or at the request of the president or at least one of the directors on at least 24 hours notice to each director, either personally, by telephone, by mail, telegraph, and/or by electronic transmission. In like manner and on like notice, the president must call a special meeting on the written request of at least 2 of the directors promptly after receipt of such request.

Section 7 Quorum, Required Vote and Adjournment. A majority of the total number of authorized directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except as otherwise required by the corporation's certificate of incorporation, each director shall be entitled to one vote.

Section 8 Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation, except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9 Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of a majority of the members of the committee then in office shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10 Executive Committee. The board of directors of the corporation may, by resolution adopted by a majority of the whole board designate two directors to constitute an executive committee. The executive committee, to the extent provided in the resolution, shall have and may exercise all of the authority of the board of directors in the management of the corporation, except that the committee shall have no authority in reference to amending the certificate of incorporation; adopting an agreement of merger or consolidation; recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the by-laws of the corporation; electing or removing

directors or officers of the corporation or members of the executive committee; declaring dividends; or amending, altering, or repealing any resolution of the board of directors which, by its terms, provides that it shall not be amended, altered or repealed by the executive committee. The board of directors shall have power at any time to fill vacancies in, to change the size or membership of and to discharge the executive committee.

Section 11 Audit Committee. The audit committee shall consist of not fewer than two members of the board of directors as shall from time to time be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the audit committee. The audit committee shall review and, as it shall deem appropriate, recommend to the board internal accounting and financial controls for the corporation and accounting principles and auditing practices and procedures to be employed in the preparation and review of financial statements of the corporation. The audit committee shall make recommendations to the board of directors concerning the engagement of independent public accountants to audit the annual financial statements of the corporation and the scope of the audit to be undertaken by such accountants.

Section 12 Compensation Committee. The compensation committee shall consist of not fewer than two members of the board of directors as from time to time shall be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the compensation committee. The compensation committee shall review and, as it deems appropriate, recommend to the president and the board of directors policies, practices and procedures relating to the compensation of managerial and executive level employees and the establishment and administration of employee benefit plans. The compensation committee shall have and exercise all authority under any employee stock option plans of the corporation as the committee described therein (unless the board of directors by resolution appoints any other committee to exercise such authority), and shall otherwise advise and consult with the officers of the corporation as may be requested regarding managerial personnel policies.

Section 13 Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 14 Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting, except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 15 Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV
OFFICERS

Section 1 Number. The officers of the corporation shall be elected by the board of directors and may consist of a chairman of the board, a vice chairman of the board, a president and chief executive officer, one or more vice-presidents, a chief operating officer, a chief financial officer, an executive vice president, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2 Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4 Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5 Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6 Chairman of the Board. Subject to the powers of the board of directors, the chairman of the board shall be in the general and active charge of the entire business and affairs of the corporation, and shall be its chief policy making officer. The chairman of the board shall preside at all meetings of the board of directors and at all meetings of the stockholders and shall have such other powers and perform such other duties as may be prescribed by the board of directors or provided in these by-laws. Whenever the president is unable to serve, by reason of sickness, absence or otherwise, the chairman of the board shall perform all the duties and responsibilities and exercise all the powers of the president.

Section 7 Vice-Chairman. Whenever the chairman of the board is unable to serve, by reason of sickness, absence, or otherwise, the vice-chairman shall have the powers and perform the duties of the chairman of the board. The vice-chairman shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the board of directors or these by-laws.

Section 8 The President and Chief Executive Officer. The president and chief executive officer shall be the chief executive officer of the corporation; in the absence of the chairman of the board, shall preside at all meetings of the stockholders and board of directors at which he or she is present; subject to the powers of the board of directors, and the chairman of the board, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the board of directors are carried into effect. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall have such other powers and perform such other duties as may be prescribed by the chairman of the board or the board of directors or as may be provided in these by-laws.

Section 9 Chief Operating Officer. The chief operating officer of the corporation, subject to the powers of the board of directors, shall engage in the general and active management of the business of the corporation; and shall see that all orders and resolutions of the board of directors are carried into effect. The chief operating officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the president or the board of directors or as may be provided in these by-laws.

Section 10 Chief Financial Officer. The chief financial officer of the corporation shall, under the direction of the chief executive officer, be responsible for all financial and accounting matters and for the direction of the offices of treasurer and controller. The chief financial officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the president or the board of directors or as may be provided in these by-laws.

Section 11 Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 12 Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the president's supervision, the secretary shall give, or cause to be given,

all notices required to be given by these by-laws or by law, shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe, and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 13 Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 14 Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 15 Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1 Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether brought by or in the right of the corporation or any of its subsidiaries and whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), or any appeal of such proceeding, by reason of or arising out of the fact that such person, or any other person for whom such person is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, manager, general partner, employee, fiduciary, or agent of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, may be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so unless prohibited from doing so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding), and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; but only if such person acted in good faith and in a manner which such person reasonably believed to be (in the case of such person's official capacity) in the best interests of the corporation or (in all other cases) not opposed to the best interests of the corporation, and in addition, in the case of a criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful; provided that, except as provided in Section 2 of this Article V, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation provided for under Section 1 of this Article V or advance of expenses provided for under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within 60 days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation wrongfully denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not properly made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the

corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. No officer or director will make any claim for indemnification against the corporation by reason of the fact that he, she, or it was a director, officer, employee, or agent of the corporation or was serving at the request of the corporation as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, including any advancement thereof, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the corporation against such officer or director (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to applicable law or otherwise).

Section 3 Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5 Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer or other person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified, and may be advanced expenses, to the extent authorized at any time or from time to time by the board of directors.

Section 7 Contract Rights. The provisions of this Article V shall be deemed to be a vested contract right between the corporation and each director and officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect. Such contract right shall vest for each director and officer at the time such person is elected or appointed to such position, and no repeal or modification of this Article V or any such law shall affect any such vested rights or obligations of any current or former director or officer with respect to any state of facts or proceeding regardless of when occurring.

Section 8 Merger or Consolidation. For purposes of this Article V, references to “the corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 9 Obligation of the Corporation. The corporation hereby acknowledges that certain directors have certain rights to indemnification, advancement and/or reimbursement of expenses and/or insurance coverage pursuant to this Article V, in any case provided by Thoma Bravo Fund X, L.P., a Delaware limited partnership, Thoma Bravo Fund XI, L.P., a Delaware limited partnership, Thoma Bravo Special Opportunities Fund I, L.P., a Delaware limited partnership, and/or certain of its affiliates (each, a “Fund Indemnitor” and collectively, the “Fund Indemnitors”). In all cases (i) the indemnitee and/or payor of first resort shall be the corporation (i.e., the corporation’s obligations to a director are primary, and any obligation of any Fund Indemnitor to advance or reimburse expenses or to provide indemnification or insurance for the same expenses or liabilities incurred by such director are secondary), (ii) the corporation shall be required to indemnify and/or provide insurance and/or advance and/or reimburse the full amount of expenses incurred by a director, and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement, in each case, to the extent required by this Article V, without regard to any rights such director may have against any Fund Indemnitor, and (iii) the corporation irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or other recovery with respect to amounts for which the corporation is or may be or become liable pursuant to this Article V. No payment by a Fund Indemnitor on behalf, or for the benefit, of a director with respect to any claim for which such director has sought indemnification or other recovery from the corporation shall affect the

foregoing, and such Fund Indemnitor shall be subrogated to the extent thereof to all of the rights of recovery of such director against the corporation (it being understood that any indemnification, provision of insurance and/or advancement or payment made by a Fund Indemnitor is and shall be deemed voluntary by the Fund Indemnitor and shall be repaid to the Fund Indemnitor by the director from any amounts such director receives in respect thereof from the corporation, its insurer or otherwise). The Fund Indemnitors are express and intended third party beneficiaries of the terms hereof.

ARTICLE VI CERTIFICATES OF STOCK

Section 1 Form. Every holder of stock in the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman, vice-chairman, president or a vice-president and the secretary, assistant secretary, treasurer or assistant treasurer of the corporation, or any two authorized officers of the corporation, certifying the number of shares owned by such holder in the corporation. Any or all the signatures on the stock certificates may be a facsimile. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such chairman, vice-chairman, president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2 Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost,

stolen, or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3 Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided that the board of directors may fix a new record date for the adjourned meeting.

Section 4 Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5 Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6 Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

Section 7 Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII GENERAL PROVISIONS

Section 1 Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks, Drafts or Orders All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3 Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4 Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6 Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7 Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8 Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9 Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10 Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote or by the unanimous written consent of the board of directors. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

DYNATRACE, INC.**Indemnification Agreement**

This Indemnification Agreement (“Agreement”) is made as of _____ by and between Dynatrace, Inc., a Delaware corporation (the “Company”), and _____ (“Indemnitee”).

RECITALS

WHEREAS, the Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company;

WHEREAS, in order to induce Indemnitee to **[provide or continue to provide]** services to the Company, the Company wishes to provide for the indemnification of, and advancement of expenses to, Indemnitee to the maximum extent permitted by law;

WHEREAS, the Certificate of Incorporation (the “Charter”) and the Bylaws (the “Bylaws”) of the Company require indemnification of the officers and directors of the Company, and Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”);

WHEREAS, the Charter, the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that the increased difficulty in attracting and retaining highly qualified persons such as Indemnitee is detrimental to the best interests of the Company’s stockholders;

WHEREAS, it is reasonable and prudent for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law, regardless of any amendment or revocation of the Charter or the Bylaws, so that they will **[serve or continue to serve]** the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the indemnification provided in the Charter, the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

[WHEREAS, Indemnitee has certain rights to indemnification and/or insurance provided by [Name of Fund/Sponsor] which Indemnitee and [Name of Fund/Sponsor] intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided in this Agreement, with the Company’s acknowledgment and agreement to the foregoing being a material condition to Indemnitee’s willingness to [serve or continue to serve] on the Board.]

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees to serve as a director of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any other Enterprise) and Indemnitee.

Section 2. Definitions.

As used in this Agreement:

(a) "Change in Control" means (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity (or group of persons or entities acting in concert), other than Thoma Bravo, LLC and its investment funds and affiliates (collectively, "TB"), (ii) a merger, reorganization or consolidation pursuant to which an unrelated person or entity (or group of persons or entities acting in concert), other than TB, acquires shares of capital stock of the Company (y) possessing the voting power to elect a majority of the Company's board of directors or (z) representing more than fifty percent (50%) of the issued and outstanding shares of capital stock of the Company, (iii) the sale of more than fifty percent (50%) of the issued and outstanding shares of capital stock of the Company to an unrelated person or entity (or group of persons or entities acting in concert), other than TB, or (iv) any other transaction other than a Public Sale (as hereinafter defined) in which the owners of the Company's outstanding voting power immediately prior to such transaction do not, directly or indirectly, own at least a majority of the outstanding voting power of the Company or any successor entity (or its ultimate parent, if applicable) immediately following completion of the transaction other than as a result of the acquisition of securities directly from the Company, excluding, in the case of each of clauses (ii), (iii) and (iv), the issuance of securities by the Company in a financing transaction approved by the Administrator. "Public Sale" means any sale pursuant to a registered public offering under the Securities Act or any sale to the public pursuant to Rule 144 promulgated under the Securities Act effected through a broker, dealer or market maker.

(b) "Corporate Status" describes the status of a person as a current or former director of the Company or current or former director, manager, partner, officer, employee, agent or trustee of any other Enterprise which such person is or was serving at the request of the Company.

(c) "Enforcement Expenses" shall include all reasonable attorneys' fees, court costs, transcript costs, fees of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other out-of-pocket disbursements or expenses of the types customarily incurred in connection with an action to enforce indemnification or advancement rights, or an appeal from such action. Expenses, however, shall not include fees, salaries, wages or benefits owed to Indemnitee.

(d) “Enterprise” shall mean any corporation (other than the Company), partnership, joint venture, trust, employee benefit plan, limited liability company, or other legal entity of which Indemnitee is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee, including without limitation, any subsidiary of the Company.

(e) “Expenses” shall include all reasonable attorneys’ fees, court costs, transcript costs, fees of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other out-of-pocket disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding or an appeal resulting from a Proceeding. Expenses, however, shall not include amounts paid in settlement by Indemnitee, the amount of judgments or fines against Indemnitee or fees, salaries, wages or benefits owed to Indemnitee.

(f) “Independent Counsel” means a law firm, or a partner (or, if applicable, member or shareholder) of such a law firm, that is experienced in matters of Delaware corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company, any subsidiary of the Company, any Enterprise or Indemnitee in any matter material to any such party; or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(g) The term “Proceeding” shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory or investigative nature, and whether formal or informal, in which Indemnitee was, is or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director of the Company or is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any Enterprise or by reason of any action taken by Indemnitee or of any action taken on his or her part while acting as a director of the Company or while serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; provided, however, that the term “Proceeding” shall not include any action, suit or arbitration, or part thereof, initiated by Indemnitee to enforce Indemnitee’s rights under this Agreement as provided for in Section 12(a) of this Agreement.

Section 3. Indemnity in Third-Party Proceedings The Company shall indemnify Indemnitee to the extent set forth in this Section 3 if Indemnitee is, or is threatened to be made, a

party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses, judgments, fines, penalties, excise taxes, and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee to the extent set forth in this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery (the “Delaware Court”) shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court shall deem proper.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful Notwithstanding any other provisions of this Agreement and except as provided in Section 7, to the extent that Indemnitee is a party to or a participant in any Proceeding and is successful in such Proceeding or in defense of any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Reimbursement for Expenses of a Witness or in Response to a Subpoena Notwithstanding any other provision of this Agreement, to the extent that Indemnitee, by reason of his or her Corporate Status, (a) is a witness in any Proceeding to which Indemnitee is not a party and is not threatened to be made a party or (b) receives a subpoena with respect to any Proceeding to which Indemnitee is not a party and is not threatened to be made a party, the Company shall reimburse Indemnitee for all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

Section 7. **Exclusions.** Notwithstanding any provision in this Agreement to the contrary, the Company shall not be obligated under this Agreement:

- (a) to indemnify for amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received such amounts under any insurance policy, contract, agreement or otherwise[; **provided that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors as set forth in Section 13(c)**];
- (b) to indemnify for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law;
- (c) to indemnify with respect to any Proceeding, or part thereof, brought by Indemnitee against the Company, any legal entity which it controls, any director or officer thereof or any third party, unless (i) the Board has consented to the initiation of such Proceeding or part thereof and (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; **provided, however,** that this Section 7(c) shall not apply to (A) counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee or (B) any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company in the suit for which indemnification or advancement is being sought as described in Section 12; or
- (d) to provide any indemnification or advancement of expenses that is prohibited by applicable law (as such law exists at the time payment would otherwise be required pursuant to this Agreement).

Section 8. **Advancement of Expenses.** Subject to Section 9(b), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances (including any invoices received by Indemnitee, which such invoices may be redacted as necessary to avoid the waiver of any privilege accorded by applicable law) from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement which shall constitute an undertaking providing that Indemnitee undertakes to the fullest extent required by law to repay the advance if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company. The right to advances under this paragraph shall in all events continue until final disposition of any Proceeding, including any appeal therein. Nothing in this Section 8 shall limit Indemnitee's right to advancement pursuant to Section 12(e) of this Agreement.

Section 9. Procedure for Notification and Defense of Claim.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request therefor specifying the basis for the claim, the amounts for which Indemnitee is seeking payment under this Agreement, and all documentation related thereto as reasonably requested by the Company.

(b) In the event that the Company shall be obligated hereunder to provide indemnification for or make any advancement of Expenses with respect to any Proceeding, the Company shall be entitled to assume the defense of such Proceeding, or any claim, issue or matter therein, with counsel approved by Indemnitee (which approval shall not be unreasonably withheld or delayed) upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of Indemnitee with respect to the same Proceeding; provided that (i) Indemnitee shall have the right to employ separate counsel in any such Proceeding at Indemnitee's expense and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of such defense, or (C) the Company shall not continue to retain such counsel to defend such Proceeding, then the fees and expenses actually and reasonably incurred by Indemnitee with respect to his or her separate counsel shall be Expenses hereunder.

(c) In the event that the Company does not assume the defense in a Proceeding pursuant to paragraph (b) above, then the Company will be entitled to participate in the Proceeding at its own expense.

(d) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without its prior written consent (which consent shall not be unreasonably withheld or delayed). The Company shall not, without the prior written consent of Indemnitee (which consent shall not be unreasonably withheld or delayed), enter into any settlement which (i) includes an admission of fault of Indemnitee, any non-monetary remedy imposed on Indemnitee or any monetary damages for which Indemnitee is not wholly and actually indemnified hereunder or (ii) with respect to any Proceeding with respect to which Indemnitee may be or is made a party or may be otherwise entitled to seek indemnification hereunder, does not include the full release of Indemnitee from all liability in respect of such Proceeding.

Section 10. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 9(a), a determination, if such determination is required by applicable law, with respect to Indemnitee's entitlement to indemnification hereunder shall be made in the specific case by one of the following methods: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board; or (ii) if a Change in Control shall not have occurred: (A) by a majority vote of the disinterested directors, even though less than a quorum; (B) by a committee

of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum; or (C) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought. In the case that such determination is made by Independent Counsel, a copy of Independent Counsel's written opinion shall be delivered to Indemnitee and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty (30) days after such determination. Indemnitee shall cooperate with the Independent Counsel or the Company, as applicable, in making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such counsel or the Company, upon reasonable advance request, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any out-of-pocket costs or expenses (including reasonable attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the Independent Counsel or the Company shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a), the Independent Counsel shall be selected by the Board if a Change in Control shall not have occurred or, if a Change in Control shall have occurred, by Indemnitee. Indemnitee or the Company, as the case may be, may, within ten (10) days after written notice of such selection, deliver to the Company or Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 9(a) and (ii) the final disposition of the Proceeding, including any appeal therein, no Independent Counsel shall have been selected without objection, either Indemnitee or the Company may petition the Delaware Court for resolution of any objection which shall have been made by Indemnitee or the Company to the selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate. The person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) Notwithstanding anything to the contrary contained in this Agreement, the determination of entitlement to indemnification under this Agreement shall be made without regard to the Indemnitee's entitlement to and availability of insurance coverage, including

advancement, payment or reimbursement of defense costs, expenses or covered loss under the provisions of any applicable insurance policy (including, without limitation, whether such advancement, payment or reimbursement is withheld, conditioned or delayed by the insurer(s)).

Section 11. Presumptions and Effect of Certain Proceedings.

(a) To the extent permitted by applicable law, in making a determination with respect to entitlement to indemnification hereunder, it shall be presumed that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 9(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty, nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(c) The knowledge and/or actions, or failure to act, of any director, manager, partner, officer, employee, agent or trustee of the Company, any subsidiary of the Company, or any Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 12. Remedies of Indemnitee.

(a) Subject to Section 12(f), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement; (ii) advancement of Expenses is not timely made pursuant to Section 8 of this Agreement; (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(a) of this Agreement within sixty (60) days after receipt by the Company of the request for indemnification for which a determination is to be made other than by Independent Counsel; (iv) payment of indemnification or reimbursement of expenses is not made pursuant to Section 5 or 6 or the last sentence of Section 10(a) of this Agreement within thirty (30) days after receipt by the Company of a written request therefor (including any invoices received by Indemnitee, which such invoices may be redacted as necessary to avoid the waiver of any privilege accorded by applicable law); or (v) payment of indemnification pursuant to Section 3 or 4 of this Agreement is not made within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by the Delaware Court of his or her entitlement to such indemnification or advancement. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee

first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing time limitation shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement, as the case may be.

(c) If a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by law against any and all Enforcement Expenses and, if requested by Indemnitee, shall (within thirty (30) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Enforcement Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company in the suit for which indemnification or advancement is being sought. Such written request for advancement shall include invoices received by Indemnitee in connection with such Enforcement Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law need not be included with the invoice.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein.

Section 13. Non-exclusivity; Survival of Rights; Insurance; [Primacy of Indemnification;] Subrogation.

(a) The rights of indemnification and to receive advancement as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at

any time be entitled under applicable law, the Charter, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement than would be afforded currently under the Charter, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, managers, partners, officers, employees, agents or trustees of the Company or of any other Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, manager, partner, officer, employee, agent or trustee under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies.

(c) [The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by [Name of Fund/Sponsor] and certain of [its][their] affiliates (collectively, the “**Fund Indemnitors**”). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary); (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Charter and/or Bylaws (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors; and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 13(c).]

(d) [Except as provided in paragraph (c) above,] [I/i]n the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee [(other than against the Fund Indemnitors)], who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) [Except as provided in paragraph (c) above,] [T/t]he Company's obligation to provide indemnification or advancement hereunder to Indemnitee who is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement from such other Enterprise.

Section 14. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a director of the Company and any other Enterprise for which Indemnitee is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee or (b) one (1) year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and his or her heirs, executors and administrators. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Section 15. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 16. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to [serve or continue to serve] as a director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Charter, the Bylaws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 17. **Modification and Waiver.** No supplement, modification or amendment, or waiver of any provision, of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee prior to such supplement, modification or amendment.

Section 18. **Notice by Indemnitee.** Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification, reimbursement or advancement as provided hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise.

Section 19. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed; (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed; (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed; or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(i) If to Indemnitee, at such address as Indemnitee shall provide to the Company.

(ii) If to the Company to:

Dynatrace, Inc.
1601 Trapelo Road, Suite 116
Waltham, MA 02451
Attention: General Counsel

or to any other address as may have been furnished to Indemnitee by the Company.

Section 20. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding in such proportion as is deemed fair and reasonable in light of all of the circumstances in order to reflect (i) the relative benefits received by the Company and Indemnitee in connection with the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transactions.

Section 21. Internal Revenue Code Section 409A. The Company intends for this Agreement to comply with the Indemnification exception under Section 1.409A-1(b)(10) of the regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), which provides that indemnification of, or the purchase of an insurance policy providing for payments of, all or part of the expenses incurred or damages paid or payable by Indemnitee with respect to a bona fide claim against Indemnitee or the Company do not provide for a deferral of compensation, subject to Section 409A of the Code, where such claim is based on actions or failures to act by Indemnitee in his or her capacity as a service provider of the Company. The parties intend that this Agreement be interpreted and construed with such intent.

Section 22. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country; (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement; (iii) consent to service of process at the address set forth in Section 19 of this Agreement with the same legal force and validity as if served upon such party personally within the State of Delaware; (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court; and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

DYNATRACE, INC.

By: _____
Name:
Title:

[Name of Indemnitee]

DYNATRACE, INC.

Indemnification Agreement

This Indemnification Agreement (“Agreement”) is made as of _____ by and between Dynatrace, Inc., a Delaware corporation (the “Company”), and (“Indemnitee”).

RECITALS

WHEREAS, the Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company;

WHEREAS, in order to induce Indemnitee to **[provide or continue to provide]** services to the Company, the Company wishes to provide for the indemnification of, and advancement of expenses to, Indemnitee to the maximum extent permitted by law;

WHEREAS, the Certificate of Incorporation (the “Charter”) and the Bylaws (the “Bylaws”) of the Company require indemnification of the officers and directors of the Company, and Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”);

WHEREAS, the Charter, the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that the increased difficulty in attracting and retaining highly qualified persons such as Indemnitee is detrimental to the best interests of the Company’s stockholders;

WHEREAS, it is reasonable and prudent for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law, regardless of any amendment or revocation of the Charter or the Bylaws, so that they will **[serve or continue to serve]** the Company free from undue concern that they will not be so indemnified; and

WHEREAS, this Agreement is a supplement to and in furtherance of the indemnification provided in the Charter, the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. **Services to the Company.** Indemnitee agrees to serve as **[a director and]** an officer of the Company. Indemnitee may at any time and for any reason resign from **[any]** such position (subject to any other contractual obligation or any obligation imposed by law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any other Enterprise) and Indemnitee.

Section 2. Definitions.

As used in this Agreement:

(a) “Change in Control” means (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity (or group of persons or entities acting in concert), other than Thoma Bravo, LLC and its investment funds and affiliates (collectively, “TB”), (ii) a merger, reorganization or consolidation pursuant to which an unrelated person or entity (or group of persons or entities acting in concert), other than TB, acquires shares of capital stock of the Company (y) possessing the voting power to elect a majority of the Company’s board of directors or (z) representing more than fifty percent (50%) of the issued and outstanding shares of capital stock of the Company, (iii) the sale of more than fifty percent (50%) of the issued and outstanding shares of capital stock of the Company to an unrelated person or entity (or group of persons or entities acting in concert), other than TB, or (iv) any other transaction other than a Public Sale (as hereinafter defined) in which the owners of the Company’s outstanding voting power immediately prior to such transaction do not, directly or indirectly, own at least a majority of the outstanding voting power of the Company or any successor entity (or its ultimate parent, if applicable) immediately following completion of the transaction other than as a result of the acquisition of securities directly from the Company, excluding, in the case of each of clauses (ii), (iii) and (iv), the issuance of securities by the Company in a financing transaction approved by the Administrator. “Public Sale” means any sale pursuant to a registered public offering under the Securities Act or any sale to the public pursuant to Rule 144 promulgated under the Securities Act effected through a broker, dealer or market maker.

(b) “Corporate Status” describes the status of a person as a current or former [director or] officer of the Company or current or former director, manager, partner, officer, employee, agent or trustee of any other Enterprise which such person is or was serving at the request of the Company.

(c) “Enforcement Expenses” shall include all reasonable attorneys’ fees, court costs, transcript costs, fees of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other out-of-pocket disbursements or expenses of the types customarily incurred in connection with an action to enforce indemnification or advancement rights, or an appeal from such action. Expenses, however, shall not include fees, salaries, wages or benefits owed to Indemnitee.

(d) “Enterprise” shall mean any corporation (other than the Company), partnership, joint venture, trust, employee benefit plan, limited liability company, or other legal entity of which Indemnitee is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee, including without limitation, any subsidiary of the Company.

(e) “Expenses” shall include all reasonable attorneys’ fees, court costs, transcript costs, fees of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other out-of-pocket disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding or an appeal resulting from a Proceeding. Expenses, however, shall not include amounts paid in settlement by Indemnitee, the amount of judgments or fines against Indemnitee or fees, salaries, wages or benefits owed to Indemnitee.

(f) “Independent Counsel” means a law firm, or a partner (or, if applicable, member or shareholder) of such a law firm, that is experienced in matters of Delaware corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company, any subsidiary of the Company, any Enterprise or Indemnitee in any matter material to any such party; or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(g) The term “Proceeding” shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory or investigative nature, and whether formal or informal, in which Indemnitee was, is or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was [a director or] an officer of the Company or is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any Enterprise or by reason of any action taken by Indemnitee or of any action taken on his or her part while acting as [a director or] an officer of the Company or while serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; provided, however, that the term “Proceeding” shall not include any action, suit or arbitration, or part thereof, initiated by Indemnitee to enforce Indemnitee’s rights under this Agreement as provided for in Section 12(a) of this Agreement.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee to the extent set forth in this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses, judgments, fines, penalties, excise taxes, and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee to the extent set forth in this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery (the "Delaware Court") shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court shall deem proper.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful Notwithstanding any other provisions of this Agreement and except as provided in Section 7, to the extent that Indemnitee is a party to or a participant in any Proceeding and is successful in such Proceeding or in defense of any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Reimbursement for Expenses of a Witness or in Response to a Subpoena Notwithstanding any other provision of this Agreement, to the extent that Indemnitee, by reason of his or her Corporate Status, (a) is a witness in any Proceeding to which Indemnitee is not a party and is not threatened to be made a party or (b) receives a subpoena with respect to any Proceeding to which Indemnitee is not a party and is not threatened to be made a party, the Company shall reimburse Indemnitee for all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

Section 7. Exclusions. Notwithstanding any provision in this Agreement to the contrary, the Company shall not be obligated under this Agreement:

(a) to indemnify for amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received such amounts under any insurance policy, contract, agreement or otherwise;

(b) to indemnify for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law;

(c) to indemnify for any reimbursement of, or payment to, the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company pursuant to Section 304 of SOX or any formal policy of the Company adopted by the Board (or a committee thereof), or any other remuneration paid to Indemnitee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

(d) to indemnify with respect to any Proceeding, or part thereof, brought by Indemnitee against the Company, any legal entity which it controls, any director or officer thereof or any third party, unless (i) the Board has consented to the initiation of such Proceeding or part thereof and (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; provided, however, that this Section 7(d) shall not apply to (A) counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee or (B) any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company in the suit for which indemnification or advancement is being sought as described in Section 12; or

(e) to provide any indemnification or advancement of expenses that is prohibited by applicable law (as such law exists at the time payment would otherwise be required pursuant to this Agreement).

Section 8. Advancement of Expenses. Subject to Section 9(b), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances (including any invoices received by Indemnitee, which such invoices may be redacted as necessary to avoid the waiver of any privilege accorded by applicable law) from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's (i) ability to repay the expenses, (ii) ultimate entitlement to indemnification under the other provisions of this Agreement, and (iii) entitlement to and availability of insurance coverage, including advancement, payment or reimbursement of defense costs, expenses or covered loss under the provisions of any applicable insurance policy (including, without limitation, whether such advancement, payment or reimbursement is withheld, conditioned or delayed by the insurer(s)). Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement which shall constitute an undertaking providing that Indemnitee undertakes to the fullest extent required by law to repay the advance if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company. The right to advances under this paragraph shall in all events continue until final disposition of any Proceeding, including any appeal therein. Nothing in this Section 8 shall limit Indemnitee's right to advancement pursuant to Section 12(e) of this Agreement.

Section 9. Procedure for Notification and Defense of Claim.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request therefor specifying the basis for the claim, the amounts for which Indemnitee is seeking payment under this Agreement, and all documentation related thereto as reasonably requested by the Company.

(b) In the event that the Company shall be obligated hereunder to provide indemnification for or make any advancement of Expenses with respect to any Proceeding, the Company shall be entitled to assume the defense of such Proceeding, or any claim, issue or matter therein, with counsel approved by Indemnitee (which approval shall not be unreasonably withheld or delayed) upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of Indemnitee with respect to the same Proceeding; provided that (i) Indemnitee shall have the right to employ separate counsel in any such Proceeding at Indemnitee's expense and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of such defense, or (C) the Company shall not continue to retain such counsel to defend such Proceeding, then the fees and expenses actually and reasonably incurred by Indemnitee with respect to his or her separate counsel shall be Expenses hereunder.

(c) In the event that the Company does not assume the defense in a Proceeding pursuant to paragraph (b) above, then the Company will be entitled to participate in the Proceeding at its own expense.

(d) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without its prior written consent (which consent shall not be unreasonably withheld or delayed). Without limiting the generality of the foregoing, the fact that an insurer under an applicable insurance policy delays or is unwilling to consent to such settlement or is or may be in breach of its obligations under such policy, or the fact that directors' and officers' liability insurance is otherwise unavailable or not maintained by the Company, may not be taken into account by the Company in determining whether to provide its consent. The Company shall not, without the prior written consent of Indemnitee (which consent shall not be unreasonably withheld or delayed), enter into any settlement which (i) includes an admission of fault of Indemnitee, any non-monetary remedy imposed on Indemnitee or any monetary damages for which Indemnitee is not wholly and actually indemnified hereunder or (ii) with respect to any Proceeding with respect to which Indemnitee may be or is made a party or may be otherwise entitled to seek indemnification hereunder, does not include the full release of Indemnitee from all liability in respect of such Proceeding.

Section 10. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 9(a), a determination, if such determination is required by applicable law, with respect to Indemnitee's entitlement to indemnification hereunder shall be made in the specific case by one of the following methods: (i) if a Change in Control shall have occurred and indemnification is being requested by Indemnitee hereunder in his or her capacity as a director of the Company, by Independent Counsel in a written opinion to the Board; or (ii) in any other case, (A) by a majority vote of the disinterested directors, even though less than a quorum; (B) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum; or (C) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought. In the case that such determination is made by Independent Counsel, a copy of Independent Counsel's written opinion shall be delivered to Indemnitee and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty (30) days after such determination. Indemnitee shall cooperate with the Independent Counsel or the Company, as applicable, in making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such counsel or the Company, upon reasonable advance request, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any out-of-pocket costs or expenses (including reasonable attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the Independent Counsel or the Company shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a), the Independent Counsel shall be selected by the Board; provided, if a Change in Control shall have occurred and indemnification is being requested by Indemnitee hereunder in his or her capacity as a director of the Company, the Independent Counsel shall be selected by Indemnitee. Indemnitee or the Company, as the case may be, may, within ten (10) days after written notice of such selection, deliver to the Company or Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 9(a) and (ii) the final disposition of the Proceeding, including any appeal therein, no Independent Counsel shall have been selected without objection, either Indemnitee or the Company may petition the Delaware Court for resolution of any objection which shall have been made by Indemnitee or the Company to the selection of Independent Counsel and/or for the appointment

as Independent Counsel of a person selected by the court or by such other person as the court shall designate. The person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) Notwithstanding anything to the contrary contained in this Agreement, the determination of entitlement to indemnification under this Agreement shall be made without regard to the Indemnitee's entitlement to and availability of insurance coverage, including advancement, payment or reimbursement of defense costs, expenses or covered loss under the provisions of any applicable insurance policy (including, without limitation, whether such advancement, payment or reimbursement is withheld, conditioned or delayed by the insurer(s)).

Section 11. Presumptions and Effect of Certain Proceedings.

(a) To the extent permitted by applicable law, in making a determination with respect to entitlement to indemnification hereunder, it shall be presumed that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 9(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty, nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(c) The knowledge and/or actions, or failure to act, of any director, manager, partner, officer, employee, agent or trustee of the Company, any subsidiary of the Company, or any Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 12. Remedies of Indemnitee.

(a) Subject to Section 12(f), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement; (ii) advancement of Expenses is not timely made pursuant to Section 8 of this Agreement; (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(a) of this Agreement within sixty (60) days after receipt by the Company of the request for indemnification for which a determination is to be made other than by Independent Counsel; (iv) payment of indemnification or reimbursement of expenses is not made pursuant to Section 5 or 6 or the last sentence of Section 10(a) of this Agreement within thirty

(30) days after receipt by the Company of a written request therefor (including any invoices received by Indemnitee, which such invoices may be redacted as necessary to avoid the waiver of any privilege accorded by applicable law); or (v) payment of indemnification pursuant to Section 3 or 4 of this Agreement is not made within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by the Delaware Court of his or her entitlement to such indemnification or advancement. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing time limitation shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement, as the case may be.

(c) If a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by law against any and all Enforcement Expenses and, if requested by Indemnitee, shall (within thirty (30) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Enforcement Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company in the suit for which indemnification or advancement is being sought. Such written request for advancement shall include invoices received by Indemnitee in connection with such Enforcement Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law need not be included with the invoice.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein.

Section 13. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement than would be afforded currently under the Charter, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, managers, partners, officers, employees, agents or trustees of the Company or of any other Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, manager, partner, officer, employee, agent or trustee under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company's obligation to provide indemnification or advancement hereunder to Indemnitee who is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement from such other Enterprise.

Section 14. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as [both a director and] an officer of the Company and any other Enterprise for which

Indemnitee is or was serving at the request of the Company as a director, manager, partner, officer, employee, agent or trustee or (b) one (1) year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and his or her heirs, executors and administrators. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Section 15. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 16. **Enforcement.**

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to [serve or continue to serve] as [a director and] an officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as [a director and] an officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Charter, the Bylaws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 17. **Modification and Waiver.** No supplement, modification or amendment, or waiver of any provision, of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee prior to such supplement, modification or amendment.

Section 18. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification, reimbursement or advancement as provided hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise.

Section 19. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed; (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed; (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed; or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(i) If to Indemnitee, at such address as Indemnitee shall provide to the Company.

(ii) If to the Company to:

Dynatrace, Inc.
1601 Trapelo Road, Suite 116
Waltham, MA 02451
Attention: General Counsel

or to any other address as may have been furnished to Indemnitee by the Company.

Section 20. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding in such proportion as is deemed fair and reasonable in light of all of the circumstances in order to reflect (i) the relative benefits received by the Company and Indemnitee in connection with the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transactions.

Section 21. Internal Revenue Code Section 409A. The Company intends for this Agreement to comply with the Indemnification exception under Section 1.409A-1(b)(10) of the regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), which provides that indemnification of, or the purchase of an insurance policy providing for

payments of, all or part of the expenses incurred or damages paid or payable by Indemnitee with respect to a bona fide claim against Indemnitee or the Company do not provide for a deferral of compensation, subject to Section 409A of the Code, where such claim is based on actions or failures to act by Indemnitee in his or her capacity as a service provider of the Company. The parties intend that this Agreement be interpreted and construed with such intent.

Section 22. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country; (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement; (iii) consent to service of process at the address set forth in Section 19 of this Agreement with the same legal force and validity as if served upon such party personally within the State of Delaware; (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court; and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

DYNATRACE, INC.

By: _____
Name:
Title:

[Name of Indemnitee]

TAX MATTERS AGREEMENT

by and between

DYNATRACE HOLDINGS, LLC,

and

COMPUWARE SOFTWARE GROUP LLC

Dated as of July [●], 2019

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TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this “Agreement”) is made and entered into as of the day of [●], 2019, by and between Dynatrace Holdings, LLC, a Delaware limited liability company (“Dynatrace”), and Compuware Software Group LLC, a Delaware limited liability company (“Mainframe”). Each of Dynatrace and Mainframe is sometimes referred to herein as a “Party” and, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, in connection with the Distribution (as defined herein), the Parties desire to set forth their agreement as to the rights and obligations with respect to handling and allocating Taxes of the Parties and certain related matters.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, covenants and provisions of this Agreement, each of the Parties mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (1) “Affiliate” means a Person that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. For purposes hereof, none of the Parties or their respective Subsidiaries shall be considered an “Affiliate” of the other Party or their respective Subsidiaries (determined on the same basis).
- (2) “Affiliated Group” means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or non-U.S. Income Tax Law).
- (3) “Agreement” has the meaning set forth in the preamble hereto.
- (4) “Agreement Dispute” has the meaning set forth in Section 9.1.
- (5) “Audit” means any audit, assessment of Taxes, other examination by or on behalf of any Taxing Authority (including notices), proceeding, or appeal of such a proceeding relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations initiated by a Party or any of its Subsidiaries.
- (6) “Audit Management Party” means the Party responsible for administering and controlling an Audit pursuant to Section 3.4(a)(i) or 3.4(a)(ii).

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- (7) “Business Day” means any day other than a Saturday, Sunday or a day on which banks are required to be closed in New York, New York.
- (8) “Code” means the Internal Revenue Code of 1986, as amended.
- (9) “Combined Income Tax Return” means any U.S. federal, state, local or non-U.S. consolidated, combined, unitary or similar Income Tax Return that actually includes, by election or otherwise, one or more members of the Dynatrace Group together with one or more members of the Mainframe Group, for a Pre-Distribution Tax Period or a Straddle Period.
- (10) “Combined Non-Income Tax Return” means any U.S. federal, state, local or non-U.S. consolidated, combined, unitary or similar Tax Return that is not an Income Tax Return and that actually includes, by election or otherwise, one or more members of the Dynatrace Group together with one or more members of the Mainframe Group, for a Pre-Distribution Tax Period or a Straddle Period.
- (11) “Confidential Information” means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, that relates to the business, products, financial condition, services, or research or development of either Party (including its Affiliates) or its suppliers, distributors, customers, partners, independent contractors or other business relations. Confidential Information includes, but is not limited to, the following: (i) internal business and financial information (including information relating to strategic and staffing plans and practices, business, finances, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, either Party’s suppliers, distributors, customers, partners, independent contractors or other business relations and their confidential information; (iii) trade secrets, know-how, compilations of data and analyses, techniques, systems, formulae, recipes, research, records, reports, manuals, documentation, models, data and databases relating thereto; (iv) inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable); and (v) other intellectual property rights. Notwithstanding the foregoing, “Confidential Information” does not include (a) information that either Party can demonstrate was or has become generally available to the public other than as a result of disclosure by such Party or its Affiliates in breach of this Agreement, (b) information that is disclosed to a Party or its Affiliates, other than under an obligation of confidentiality, by a third party who, to the knowledge of such Party or its Affiliates, had no obligation not to disclose such information to others or (c) information that is independently developed after the date hereof by a Party or its Affiliates without the use of the other Party’s or its Affiliates’ Confidential Information.

(12) “Distribution” means the Mainframe Spin, as defined in, and effected pursuant to the terms of, the Structuring Agreement.

(13) “Distribution Date” means the date on which the Distribution is effected pursuant to the Structuring Agreement.

(14) “Due Date” means the date (taking into account all valid extensions) upon which a Tax Return is required to be filed with or Taxes are required to be paid to a Taxing Authority, whichever is applicable.

(15) “Dynatrace” has the meaning set forth in the preamble hereto.

(16) “Dynatrace Group” means Dynatrace and its Subsidiaries immediately after the Distribution.

(17) “Dynatrace IPO” means the initial public offering of the common stock of Dynatrace (including its successor) as described in that certain Registration Statement on Form S-1 (SEC No. 333-232558), publicly filed by Dynatrace on July 5, 2019.

(18) “Dynatrace Portion” means, (i) with respect to any Foreign Tax Credit attributable to Taxes paid by a member of the Mainframe Group, 0% of such Foreign Tax Credits and (ii) with respect to any Foreign Tax Credit attributable to Taxes paid by a member of the Dynatrace Group, 100% of such Foreign Tax Credits, other than any such Foreign Tax Credits described in clause (ii) of the definition of “Mainframe Portion.”

(19) “Dynatrace Prepared Combined Tax Return” means a (i) any Combined Income Tax Return and (ii) any Combined Non-Income Tax Return, which shall in each case exclude, for the avoidance of doubt, Mainframe Separate Tax Returns and Dynatrace Separate Tax Returns.

(20) “Dynatrace Separate Tax Returns” means any Tax Return required under applicable Law to be filed by any member of the Dynatrace Group that does not include any member of the Mainframe Group, for a Pre-Distribution Tax Period or a Straddle Period.

(21) “Effective Time” means the time at which the Distribution becomes effective in accordance with the Structuring Agreement.

(22) “Estimated Mainframe FY 2020 Tax Amount” has the meaning set forth in Section 3.5(a).

(23) “Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of:

(a) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed to a court other than the Supreme Court of the United States;

(b) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of other jurisdictions, which resolves the liability for the Taxes addressed in such agreement for any taxable period;

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- (c) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax; or
- (d) any other final disposition, including by reason of the expiration of the applicable statute of limitations.
- (24) “Final Mainframe FY 2020 Tax Amount” has the meaning set forth in Section 3.5(b).
- (25) “Foreign Tax Credit” means any credit against Taxes described in Code Section 901 or any similar or analogous provision of U.S. state or U.S. local Law to the extent available to offset a Tax liability in a True-Up Tax Period.
- (26) “Group” means the Dynatrace Group or the Mainframe Group, as applicable.
- (27) “Income Tax Returns” mean all Tax Returns that relate to Income Taxes.
- (28) “Income Taxes” mean all Taxes based upon, measured by, or calculated with respect to (i) net income or profits (including, but not limited to, any capital gains, minimum tax or any Tax on items of tax preference, but not including sales, use, real, or personal property, gross or net receipts, value added, excise, leasing, transfer or similar Taxes), or (ii) multiple bases (including, but not limited to, corporate franchise, doing business and occupation Taxes) if one or more bases upon which such Tax is determined is described in clause (a)(i) above.
- (29) “Indemnified Party” means the Party that is or may be entitled pursuant to this Agreement to receive any payments (including reimbursement for Taxes or costs and expenses) from another Party or Parties to this Agreement.
- (30) “Indemnifying Party” means the Party that is or may be required pursuant to this Agreement to make indemnification or other payments (including reimbursement for Taxes and costs and expenses) to another Party to this Agreement.
- (31) “Intended Tax Treatment” means that the Distribution will be treated as a “disposition” of the equity of Mainframe and its applicable Subsidiaries, in each case within the meaning of Treasury Regulations Section 1.336-1(b)(5).
- (32) “IRS” means the United States Internal Revenue Service or any successor thereto, including, but not limited to its agents, representatives, and attorneys.
- (33) “Law” means any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, administrative pronouncement, order, requirement or rule of law (including common law), or any income tax treaty.
- (34) “Mainframe” has the meaning set forth in the preamble hereto.

(35) “Mainframe Estimated Tax Payments” means an amount equal to \$[●].

(36) “Mainframe Group” means Mainframe and its Subsidiaries immediately after the Distribution.

(37) “Mainframe Portion” means, (i) with respect to any Foreign Tax Credit attributable to Taxes paid by a member of the Mainframe Group, 100% of such Foreign Tax Credits and (ii) with respect to any Foreign Tax Credit attributable to Taxes paid by a member of the Dynatrace Group, an amount equal to the sum of (A) twenty-one percent (21%) of the aggregate amount of taxable income from sources without the United States (within the meaning of Code Section 904) recognized by a member of the Mainframe Group in a True-Up Tax Period and (B) twenty-one percent (21%) of one-third (1/3) of the aggregate amount of taxable income of the Dynatrace Group and the Mainframe Group from sources within the United States treated as taxable income from sources without the United States pursuant to Code Section 904(g) in a True-Up Tax Period; provided, for the avoidance of doubt, that in no event shall the amount described in this clause (ii) exceed (A) 100% of the Foreign Tax Credits attributable to Taxes described in Code Section 901(b)(1) paid by a member of the Dynatrace Group or (B) the amount of the applicable liability for Taxes attributable to the Mainframe Group in accordance with Section 3.5(c) (determined without regard to any Foreign Tax Credits described in thisclause (ii)).

(38) “Mainframe Separate Tax Returns” means any Tax Return required under applicable Law to be filed by any member of the Mainframe Group that does not include any member of the Dynatrace Group for a Pre-Distribution Tax Period or a Straddle Period.

(39) “Mainframe Valuation” means the value ascribed to the Mainframe Group at the time of the Distribution, which valuation shall be delivered by Duff & Phelps (or such other nationally recognized valuation firm as mutually agreed by the Parties) as soon as reasonably practicable following the Distribution.

(40) “Negotiation Period” has the meaning set forth inSection 9.1.

(41) “Party” has the meaning set forth in the preamble hereto.

(42) “Person” means any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any governmental entity.

(43) “Post-Distribution Tax Period” means a Tax period beginning and ending after the Distribution Date.

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- (44) “Post-Distribution Tax Return” means a Tax Return with respect to a Post-Distribution Tax Period.
- (45) “Pre-Distribution Tax Period” means a Tax period beginning and ending on or before the Distribution Date.
- (46) “Preparing Party” means the Party responsible for preparing a Tax Return under this Agreement.
- (47) “Preparation Standard” has the meaning set forth in Section 2.1(a).
- (48) “Straddle Period” means a Tax period beginning on or before the Distribution Date and ending after the Distribution Date.
- (49) “Structuring Agreement” means that certain Master Structuring Agreement, dated as of the date hereof, by and among Dynatrace, Mainframe and the other parties thereto (as it may be amended, modified or supplemented from time to time), together with the agreements, certificates and other instruments referred to therein.
- (50) “Subsidiary” means, with respect to any Person: (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the membership, partnership or other similar equity interests thereof is at the time held or Controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes of clause (b) above, a Person or Persons will be deemed to hold a majority equity interest in a business entity (other than a corporation) if such Person or Persons (i) is allocated a majority of such business entity’s gains or losses or (ii) is the managing director or general partner of such business entity. The term “Subsidiary” includes all Subsidiaries of such Subsidiary.
- (51) “Tax” or “Taxes” means (i) all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, sales, use, gains, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, custom duties, fees, assessments and charges of any kind whatsoever, and (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax Return related thereto. Whenever the term “Tax” or “Taxes” is used it shall include penalties, fines, additions to tax and interest thereon.
- (52) “Tax Attributes” mean for U.S. federal, state, local, and non-U.S. Income Tax purposes, earnings and profits, tax basis, net operating and capital loss carryovers or carrybacks, alternative minimum Tax credit carryovers or carrybacks, general business credit carryovers or carrybacks, income tax credits or credits against income tax, disqualified interest and excess limitation carryovers or carrybacks, overall foreign losses, research and experimentation credit

base periods, and all other items that are determined or computed on an affiliated group basis (as defined in Section 1504(a) of the Code determined without regard to the exclusion contained in Section 1504(b)(3) of the Code), or similar Tax items determined under applicable Tax law.

(53) “Tax Benefit Actually Realized” means, with respect to a Party and its Subsidiaries, a reduction in the amount of Taxes that are required to be paid or an increase in refund due, whether resulting from a deduction, from reduced gain or increased loss from disposition of an asset, or otherwise, such reduction or increase in refund due determined on an “actually realized” basis. For purposes of this definition, a Party or its Subsidiaries will be deemed to have “actually realized” such reduction or increase in refund due at the time the amount of Taxes such Party or any of its Subsidiaries is required to pay is reduced or the amount of any refund due is increased. The amount of any Tax Benefit Actually Realized shall be computed on a “with and without” basis. For the avoidance of doubt, a “Tax Benefit Actually Realized” shall not include a reduction in the amount of Taxes that are required to be paid or an increase in refund, in each case attributable to transactions undertaken in connection with the Dynatrace IPO (rather than attributable to a claim giving rise to a payment pursuant to this Agreement).

(54) “Tax Package” means Tax data and information relating to the operations of Mainframe and/or its Subsidiaries that is reasonably necessary to prepare and file any Combined Income Tax Return or any Combined Non-Income Tax Return.

(55) “Tax Returns” mean any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, amended tax return, claim for refund, or declaration of estimated Tax) required to be supplied to, or filed with, a Taxing Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations, or administrative requirements relating to any Taxes.

(56) “Taxing Authority” means any governmental authority or any subdivision, agency, commission, or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection, or imposition of any Tax (including the IRS).

(57) “Treasury Regulations” mean the income tax and administrative regulations promulgated from time to time under the Code, as in effect for the relevant Tax Period.

(58) “True-Up Tax Period” means any Straddle Period and any Pre-Distribution Tax Period that begins on or after April 1, 2019.

(59) “U.S. Legacy Tax Liability” means any Tax imposed by the United States or any political subdivision thereof (including any U.S. state or locality), in each case arising with respect to a taxable period ending on or before March 31, 2015.

(60) “U.S. Legacy Tax Return” means any Tax Return with respect to U.S. Legacy Tax Liabilities.

Section 1.2 **References; Interpretation.** Terms not otherwise defined herein shall have the meaning ascribed to them in the Structuring Agreement. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes”, and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Articles and Sections shall be deemed references to Articles and Sections of this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby”, and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. Unless the context otherwise requires, the word “stock” or “shares” refers to any equity interests of the applicable entity for U.S. federal income tax purposes and any references to a Person include a reference to any successor to such Person.

Section 1.3 **Effective Time.** Notwithstanding that certain interrelated and intermediate internal transactions must be given effect prior to the Distribution, the agreements contained herein, including, but not limited to, the manner in which Taxes are shared amongst the Parties, shall be effective no earlier than and only upon the Effective Time.

ARTICLE II

PREPARATION AND FILING OF TAX RETURNS

Section 2.1 **Responsibility of Dynatrace and Mainframe to Prepare and File Tax Returns**

(a) **General.**

- (i) To the extent not previously filed, and subject to the rights and obligations of each of the Parties set forth herein, Dynatrace shall prepare or cause to be prepared all Combined Income Tax Returns, Combined Non-Income Tax Returns, and Dynatrace Separate Tax Returns. Dynatrace shall file or cause to be filed all such Tax Returns with the applicable Taxing Authority to the extent a member of the Dynatrace Group is responsible under applicable Law for filing such Tax Returns, and Mainframe shall cooperate (or cause its Subsidiaries to cooperate) in the filing of such Tax Returns including to the extent a member of the Mainframe Group is responsible for filing such Tax Returns under applicable Law.
- (ii) To the extent not previously filed, and subject to the rights and obligations of each of the Parties set forth herein, Mainframe shall prepare or cause to be prepared all Mainframe Separate Tax Returns. Mainframe shall file or cause to be filed all such Tax Returns with the applicable Taxing Authority to the extent a member of the Mainframe Group is responsible under applicable Law for filing such Tax Returns, and Dynatrace shall cooperate (or cause its Subsidiaries to cooperate) in the filing of such Tax Returns including to the extent a member of the Dynatrace Group is responsible for filing such Tax Returns under applicable Law.

(iii) All Tax Returns described in this Section 2.1(a) shall be prepared in a manner consistent with the past practice of Dynatrace and its Affiliates and Mainframe and its Affiliates, as applicable (unless otherwise required by applicable Law), and except as required by a Final Determination, the Intended Tax Treatment, the Mainframe Valuation and otherwise in a manner consistent with this Agreement (the “Preparation Standard”).

(b) Tax Package. To the extent not previously provided, Mainframe shall (at its own cost and expense), to the extent that a Dynatrace Prepared Combined Tax Returns includes items of any member of the Mainframe Group, prepare and provide or cause to be prepared and provided to Dynatrace a Tax Package relating to such Tax Return. Such Tax Package shall be provided in a timely manner but in any event within forty-five (45) days of being requested by Dynatrace in writing. In the event Mainframe does not fulfill its obligations pursuant to this Section 2.1(b), Dynatrace shall be entitled (upon ten (10) days’ prior written notice to Mainframe, provided that Mainframe has not fulfilled its obligations by the end of such period), at the sole cost and expense of the Mainframe Group, to prepare or cause to be prepared the information required to be included in the Tax Package for purposes of preparing any such Tax Returns, and Mainframe shall cooperate with Dynatrace in providing all relevant information in accordance with Section 7.1.

Section 2.2 Tax Return Review Rights.

(a) Dynatrace shall deliver to Mainframe a draft of any Dynatrace Prepared Combined Tax Return no later than thirty (30) days (reduced to twenty (20) days in the case of a state or local Tax Return) prior to the Due Date thereof. Dynatrace shall provide Mainframe and its representatives with access to any and all data and information reasonably necessary for its review of all such Tax Returns to the extent reasonably requested by Mainframe in writing. Subject to the preceding sentence, no later than ten (10) days (reduced to five (5) days in the case of a state or local Tax Return) after receipt of such Tax Returns, Mainframe shall have a right to object to such Dynatrace Prepared Combined Tax Return (or items with respect thereto) by written notice to Dynatrace, which written notice shall contain such disputed item (or items) and the basis for its objection in reasonable detail.

(b) If Mainframe does not object by proper written notice within the time period described, such Tax Return shall be deemed to have been accepted and agreed upon, and to be final and conclusive, for purposes of this Section 2.2. If Mainframe does object by proper written notice within such applicable time period, Dynatrace shall reflect Mainframe’s reasonable comments on such Tax Return; provided, however, that Dynatrace shall not be required to reflect comments to the extent such comments are inconsistent with the Preparation Standard or if Dynatrace determines in good faith such comments do not reflect a position “more likely than not” to be sustained. The Parties shall act in good faith to resolve any such dispute as promptly as practicable. If the Parties have not reached a final resolution with respect to all disputed items for which proper written notice was given within ten (10) days (or five (5) days in the case of a state or local Tax Return) prior to the Due Date for such Tax Return, then any disputed issues shall be submitted to a “Big Four Accounting Firm” or other nationally recognized accounting firm (excluding any firm involved in preparing such Tax Return) mutually agreed by the Parties for a final binding resolution. If such accounting firm has not reached a decision by the Due

Date, such Tax Return shall be filed as prepared by Dynatrace (with any agreed changes), and the Parties shall cooperate to file an amended Tax Return (at Dynatrace's expense) if the accounting firm resolves the dispute in Mainframe's favor.

Section 2.3 Time of Filing Tax Returns Each Tax Return required to be filed under this Article II shall be filed on or prior to the Due Date for such Tax Return by the Party responsible for filing such Tax Return hereunder.

Section 2.4 Costs and Expenses. The party responsible for preparing any Tax Return or Tax Package underSection 2.1, 2.2, or 2.3 shall be responsible for the costs and expenses associated with preparing such Tax Return or Tax Package, except as otherwise specified in this Article II.

Section 2.5 Section 336(e) Elections.

(a) Dynatrace and Mainframe (and their respective Affiliates, as applicable) shall make an election under Section 336(e) of the Code (and any similar election under state or local law) with respect to Mainframe and its Subsidiaries, as applicable, as a result of the "qualified stock disposition" (as defined in Treasury Regulations Section 1.336-1(b)(6)) pursuant to the Distribution in accordance with Treasury Regulations Section 1.336-2(h) and (j) (and any applicable provisions under state and local law) and shall cooperate in the timely completion and/or filings of such elections and any related filings or procedures (including filing or amending any Tax Returns to implement an election that becomes effective). This Section 2.5 is intended to constitute a binding, written agreement to make an election under Section 336(e) of the Code with respect to the Distribution.

(b) Within one hundred and twenty (120) days following the Distribution, Mainframe shall prepare and deliver to Dynatrace an allocation of the relevant "aggregate deemed asset disposition price" as determined under Treasury Regulations Section 1.336-3 among the assets of Mainframe and its applicable Subsidiaries as of the Effective Time for U.S. federal (and applicable state and local) income tax purposes, and, to the extent required by applicable Law, for non-U.S. Tax purposes (the "Allocation Statement").

(c) If, within thirty (30) days after the delivery of the Allocation Statement, Dynatrace notifies Mainframe that Dynatrace objects to the allocation set forth in the Allocation Statement (which notice shall specify in reasonable detail the items in dispute), Mainframe and Dynatrace shall seek in good faith to resolve such dispute within thirty (30) days (or such longer period as they may mutually agree). In the event that Mainframe and Dynatrace are unable to resolve such dispute within thirty (30) days (or such longer period as they may mutually agree), Mainframe and Dynatrace shall jointly retain, and cooperate in good faith with a "Big Four Accounting Firm" or other nationally recognized accounting firm to resolve the disputed items. Upon resolution of the disputed items, the allocation reflected in the Allocation Statement shall be adjusted to reflect such resolution. The fees and expenses of the accounting firm shall be paid by Mainframe and Dynatrace in inverse proportion as they may each prevail on matters resolved by the accounting firm, which proportionate allocations shall also be determined by the accounting firm at the time the determination of the accounting firm is rendered on the merits of the matters submitted. In the event that Dynatrace notifies Mainframe in writing that it accepts

the Allocation Statement, or does not notify Mainframe in writing of any objections to the Allocation Statement during such thirty (30) day period (or such longer period as they may mutually agree), Dynatrace shall be considered to have accepted the accuracy of the Allocation Statement delivered by Mainframe and the Allocation Statement shall be deemed final. Any adjustments to the aggregate deemed asset disposition price shall be reflected in the Allocation Statement in a manner consistent with applicable Tax Law as mutually agreed by the Parties (it being understood that no Party will unreasonably withhold, condition or delay such agreement).

(d) The Parties shall file all Tax Returns in a manner consistent with the Allocation Statement, and no Party shall take any position in any Tax forum that is inconsistent with the Allocation Statement except to the extent required pursuant to a Final Determination.

ARTICLE III

RESPONSIBILITY FOR PAYMENT OF TAXES

Section 3.1 Responsibility for Payment of Taxes. Except as otherwise provided in this Agreement and subject to Section 3.5, without duplication: (a) Dynatrace shall have responsibility for (i) all Taxes shown on any Combined Income Tax Return or Combined Non-Income Tax Return, (ii) all Taxes shown on any Dynatrace Separate Tax Return and (iii) two-thirds (2/3) of any Taxes shown on any U.S. Legacy Tax Return, in each case including, without limitation, any additional Taxes payable with respect to any such Tax Return (including such Taxes payable in connection with any Audit); provided, for the avoidance of doubt, that Dynatrace shall not be responsible for Taxes described in clause (b)(ii), below, and (b) Mainframe shall have responsibility for (i) all Taxes shown on any Mainframe Separate Tax Return and (ii) one-third (1/3) of any Taxes shown on any U.S. Legacy Tax Return, including, without limitation, any additional Taxes payable with respect to any such Tax Return (including such Taxes payable in connection with any Audit); provided, for the avoidance of doubt, that Mainframe shall not be responsible for Taxes described in clause (a)(iii), above. If any Party responsible for the payment of Taxes under this Article III is not the Party responsible for the payment of such Taxes under applicable Law, such Party shall timely pay (or cause to be paid) to the Party responsible under applicable Law the Taxes for which it is responsible, as described in this Section 3.1, and the Party responsible for paying such Tax shall timely pay (or cause to be paid) over amounts received to the appropriate Taxing Authority.

Section 3.2 Timing of Payments of Taxes. All Taxes required to be paid or caused to be paid by a Party to a Taxing Authority pursuant to this Article III shall be paid or caused to be paid by such Party on or prior to the Due Date of such Taxes. All amounts required to be paid by one Party to another Party pursuant to this Article III shall be paid or caused to be paid by such first Party to such other Party in accordance with Article VI.

Section 3.3 Notice. Within twenty (20) Business Days after a Party or any of its Affiliates receives a written notice from a Taxing Authority of the existence of an Audit that may require indemnification pursuant to this Agreement, that Party shall notify the other Party of such receipt in writing and deliver such notice to the other Party via e-mail. The failure of one Party to notify the other Party of an Audit shall not relieve such other Party of any liability and/or obligation that it may have under this Agreement, except to the extent (and then only to the extent) that the Indemnifying Party's rights under this Agreement are materially prejudiced by such failure.

Section 3.4 Audits.

(a) Determination of Administering Party.

- (i) Subject to Sections 3.4(b) and 3.4(c), Dynatrace and its Subsidiaries shall administer and control all Audits of Combined Income Tax Returns and Combined Non-Income Tax Returns.
- (ii) Subject to Section 3.4(a)(iii), audits of Mainframe Separate Tax Returns, Dynatrace Separate Tax Returns and Post-Distribution Tax Returns shall be administered and controlled by the Party and its Subsidiaries that would be primarily liable under applicable Law to pay to the applicable Taxing Authority the Taxes resulting from such Audits. Audits of Post-Distribution Tax Returns shall not be subject to this Agreement.
- (iii) Notwithstanding Section 3.4(a)(ii) or anything herein to the contrary, audits of U.S. Legacy Tax Returns shall be administered and controlled by Dynatrace, and the costs and expenses arising with respect to such Audits shall be paid one-third (1/3) by Mainframe and two-thirds (2/3) by Dynatrace.

(b) Administration and Control; Cooperation. The Audit Management Party must obtain the prior consent of the non-controlling Party (the "Non-Managing Party"), such consent not to be unreasonably withheld, conditioned or delayed, prior to contesting, litigating, compromising or settling any Audit related to an adjustment which the Non-Managing Party would reasonably be expected to become liable to make any indemnification payment under this Agreement. Unless waived by the Parties in writing, in connection with any potential adjustment in an Audit as a result of which adjustment the Non-Managing Party would reasonably be expected to become liable to make any indemnification payment under this Agreement to the Audit Management Party: (i) the Audit Management Party shall keep the Non-Audit Management Party informed in a timely manner of all material actions taken or proposed to be taken by the Audit Management Party with respect to such potential adjustment in such Audit; (ii) the Audit Management Party shall provide the Non-Managing Party copies of any written materials relating to such potential adjustment in such Audit received from any Taxing Authority; (iii) the Audit Management Party shall timely provide the Non-Managing Party with copies of any correspondence or filings submitted to any Taxing Authority or judicial authority in connection with such potential adjustment in such Audit; (iv) the Audit Management Party shall consult with the Non-Managing Party (including, without limitation, regarding the use of outside advisors to assist with the Audit) and offer the Non-Managing Party a reasonable opportunity to comment before submitting to the applicable Taxing Authority any written materials prepared or furnished in connection with such potential adjustment in such Audit; and (v) the Audit Management Party shall defend such Audit diligently and in good faith. Unless waived by the Non-Managing Party in writing, the Audit Management Party shall provide the Non-Managing Party with written notice reasonably in advance of, and the Non-Managing Party shall have the right to attend, any formally scheduled meetings with Taxing Authorities or hearings or proceedings before any judicial authorities in connection with any such potential adjustment.

(c) Power of Attorney/Officer Signature. Each Party hereby appoints (and shall cause its Subsidiaries to appoint) the Audit Management Party (and its designated representatives) as its agent and attorney-in-fact to take the actions the Audit Management Party deems necessary or appropriate to implement the responsibilities of the Audit Management Party under this Agreement. Each Party also shall (or shall cause its Subsidiaries to) execute and deliver to the Audit Management Party a power of attorney, and such other documents relating to the matters set forth herein as are reasonably requested from time to time by the Audit Management Party (or its designee).

Section 3.5 Mainframe Stub Period True-Up Payment.

(a) Notwithstanding the foregoing or anything herein to the contrary, within sixty (60) days following the filing of the Combined Income Tax Return that is the U.S. federal income Tax Return of the Dynatrace Group for the taxable year that includes the Distribution Date, Dynatrace shall prepare and deliver to Mainframe a calculation of the portion of the aggregate Tax liability with respect to such U.S. federal income Tax Return, along with a calculation of the portion of the aggregate Tax liability with respect to any other Combined Income Tax Return, for a True-Up Tax Period, in each case that is attributable to the Mainframe Group, calculated in accordance with Section 3.5(c) (the “Estimated Mainframe FY 2020 Tax Amount”).

(b) If, within thirty (30) days after the delivery of the Estimated Mainframe FY 2020 Tax Amount, Mainframe notifies Dynatrace in writing that Mainframe objects to the calculation of the Estimated Mainframe FY 2020 Tax Amount (which notice shall specify in reasonable detail the items in dispute), Mainframe and Dynatrace shall seek in good faith to resolve such dispute within thirty (30) days (or such longer period as they may mutually agree). In the event that Mainframe and Dynatrace are unable to resolve such dispute within thirty (30) days (or such longer period as they may mutually agree), Mainframe and Dynatrace shall jointly retain, and cooperate in good faith with a “Big Four Accounting Firm” or other nationally recognized accounting firm to resolve the disputed items. Upon resolution of the disputed items, the calculation of the Estimated Mainframe FY 2020 Tax Amount shall be adjusted to reflect such resolution. The fees and expenses of the accounting firm shall be paid by Mainframe and Dynatrace in inverse proportion as they may each prevail on matters resolved by the accounting firm, which proportionate allocations shall also be determined by the accounting firm at the time the determination of the accounting firm is rendered on the merits of the matters submitted. In the event that Mainframe notifies Dynatrace that it accepts the Estimated Mainframe FY 2020 Tax Amount, or does not notify the Dynatrace of any objections to the Estimated Mainframe FY 2020 Tax Amount during such thirty (30) day period, Mainframe shall be considered to have accepted the accuracy of the Estimated Mainframe FY 2020 Tax Amount delivered by Dynatrace and it shall be deemed final. The Estimated Mainframe FY 2020 Tax Amount as finally determined pursuant to this Section 3.5(b) shall be the “Final Mainframe FY 2020 Tax Amount.”

(c) For purposes of calculating the Estimated Mainframe FY 2020 Tax Amount and the Final Mainframe FY 2020 Tax Amount, the amount of Taxes attributable to the Mainframe Group for any True-Up Tax Period shall be determined in a manner consistent with the past Tax Return filing practices of the Dynatrace Group or Mainframe Group, as applicable, with respect to the relevant Tax Return (including any past accounting methods, elections and conventions). Without limiting the generality of the foregoing, the Parties agree that the following rules and principles shall apply for purposes of determining the aggregate amount of liability for Taxes with respect to the applicable Tax Return and the portion of such liability attributable to the Dynatrace Group and the Mainframe Group:

- (i) The amount of such liability for Taxes attributable to the Dynatrace Group and the Mainframe Group (A) shall, subject to clause (B) and clause (C) below, be determined in a manner consistent with the principles of Section 1552(a)(1) of the Code and Treasury Regulations §§ 1.1502-12 and 1.1552-1(a)(1)(ii), applied as if the applicable Combined Income Tax Return included two members: the Dynatrace Group and the Mainframe Group, (B) with respect to the calculation of the liability for Taxes attributable to the Mainframe Group, shall take into account Tax Attributes generated by or arising with respect to the Mainframe Group and the Dynatrace Group that are available under applicable Law to reduce or offset such liability; provided that in the case of any Foreign Tax Credits, only the Mainframe Portion of such Foreign Tax Credits shall be taken into account for purposes of this clause (B), and (C) with respect to the calculation of the liability for Taxes attributable to the Dynatrace Group, shall take into account Tax Attributes generated by or arising with respect to the Dynatrace Group and the Mainframe Group that are available under applicable Law to reduce or offset such liability; provided that in the case of any Foreign Tax Credits, only the Dynatrace Portion of such Foreign Tax Credits shall be taken into account for purposes of this clause (C).
- (ii) In determining the aggregate amount of liability for Taxes with respect to the applicable Tax Return and the portion of such liability attributable to the Mainframe Group and the Dynatrace Group for any True-Up Tax Period, (x) the Parties shall include the results from operations arising from the business conducted by the Mainframe Group and the Dynatrace Group (or assets relating thereto) during such Tax Period without regard to whether such operations (or assets) were operated or owned by a member of the Mainframe Group or the Dynatrace Group prior to the Distribution, and (y) such amounts shall be calculated without taking into account any Tax liability attributable to the Distribution, any transaction related thereto, or any cost and expense arising with respect to the Distribution or such related transaction; provided that any acceleration of the time at which an item of taxable income, gain, loss, deduction or credit is recognized or otherwise taken into account for U.S. federal (or applicable state, local or non-U.S.) Tax purposes in connection with the Distribution, including, without limitation, any acceleration of the recognition of taxable income pursuant to Section 481 of the Code (or any similar state, local, or non-U.S. Law), shall be treated as attributable to the Distribution for purposes of this clause (y) and accordingly shall be disregarded in determining the aggregate amount of liability for Taxes with respect to the applicable Tax Return and the portion of such liability attributable to the Mainframe Group and the Dynatrace Group for any True-Up Tax Period.

(d) If the Final Mainframe FY 2020 Tax Amount exceeds the Mainframe Estimated Tax Payments, Mainframe shall pay an amount equal to such excess by wire transfer of immediately available funds to Dynatrace within ten (10) days following the determination of the Final Mainframe FY 2020 Tax Amount pursuant to Section 3.5(b).

(e) If Mainframe Estimated Tax Payments exceed the Final Mainframe FY 2020 Tax Amount, Dynatrace shall pay an amount equal to such excess by wire transfer of immediately available funds to Mainframe within ten (10) days following the determination of the Final Mainframe FY 2020 Tax Amount pursuant to Section 3.5(b).

ARTICLE IV

REFUNDS, CARRYBACKS AND AMENDED TAX RETURNS

Section 4.1 Refunds: Payments.

(a) Refunds. If any Party or its Affiliates receive any refunds in any Post-Distribution Tax Period (including a credit or offset of Taxes actually utilized to decrease by use of the amount of such refund a Tax liability of a Party (as determined on a “with and without” basis)) that relate to Taxes of any member of the Dynatrace Group or the Mainframe Group (or any Affiliated Group of which any of them was a member) for any Pre-Distribution Tax Period or the portion of any Straddle Period ending at the end of the Pre-Distribution Period, such refund shall be allocated in the same manner as the underlying Tax is allocated pursuant to Section 3.1.

(b) Payments. Any refund or portion thereof to which a Party is entitled pursuant to thisSection 4.1 that is received or deemed to have been received as described herein by another Party, shall be paid by such other Party to such first Party in immediately available funds in accordance with Article VI.

Section 4.2 Carrybacks. Mainframe agrees (and will cause its Subsidiaries) not to carry back any Tax Attribute for any taxable period ending after the Distribution Date to a taxable period with respect to which a Combined Income Tax Return or Combined Non-Income Tax Return was filed, except as is required by applicable Law; provided that where such Tax Attribute is so required by applicable Law to be carried back, Dynatrace shall reimburse Mainframe for any Tax Benefit Actually Realized with respect to such Tax Attribute.

Section 4.3 Amended Tax Returns.

(a) Notwithstanding Sections 2.1 and 2.2, a Party or its Subsidiary that is entitled to file an amended Tax Return for a Pre-Distribution Tax Period or a Straddle Period for members of its Group shall be permitted to prepare and file an amended Tax Return at its own cost and expense; provided, however, that (i) such amended Tax Return shall be prepared in a manner consistent with the Preparation Standard; and (ii) if such amended Tax Return could result in the other Party becoming responsible for a payment of Taxes (including pursuant to this Agreement), such amended Tax Return shall be permitted only if the prior written consent of such other Party

is obtained. The consent of such other Party may be withheld in its sole discretion but shall be deemed to be obtained in the event that a Party or its Subsidiary is required to file an amended Tax Return as a result of an Audit adjustment that arose in accordance with Article VII.

(b) A Party or its Subsidiary that is entitled to file an amended Tax Return for a Post-Distribution Tax Period shall be permitted to do so without the consent of any Party.

(c) A Party that is permitted (or whose Subsidiary is permitted) to file an amended Tax Return shall not be relieved of any liability for payments pursuant to this Agreement notwithstanding that another Party consented thereto.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification Obligations of Dynatrace. Dynatrace shall indemnify Mainframe and its Affiliates and hold the indemnified party harmless from and against (without duplication):

- (a) all Taxes and other amounts for which the Dynatrace Group is responsible under this Agreement and any related Losses; and
- (b) all Taxes and Losses attributable to a breach of any representation, covenant, or obligation of Dynatrace under this Agreement.

Section 5.2 Indemnification Obligations of Mainframe. Mainframe shall indemnify Dynatrace and its Affiliates and hold them harmless from and against (without duplication):

- (a) all Taxes and other amounts for which the Mainframe Group is responsible under this Agreement and any related Losses; and
- (b) all Taxes and Losses attributable to a breach of any representation, covenant or obligation of Mainframe under this Agreement.

ARTICLE VI

PAYMENTS

Section 6.1 Payments. In the event that an Indemnifying Party is required to make a payment to an Indemnified Party pursuant to this Agreement, such payment shall be made to the Indemnified Party within the time prescribed for payment in this Agreement, or if no period is prescribed, within ten (10) days after delivery of written notice of payment owing together with a computation of the amounts due.

Section 6.2 Payments Net of Tax Benefit Actually Realized and Tax Cost. All amounts required to be paid by one Party to another pursuant to this Agreement or the Structuring Agreement shall be reduced by the Tax Benefit Actually Realized by the Indemnified Party or its Affiliates in the taxable year the payment is made or any prior taxable year as a result

of the claim giving rise to the payment. If the receipt or accrual of any such payment results in taxable income to the Indemnified Party or its Affiliates, such payment shall be increased so that, after the payment of any Taxes with respect to the payment, the Indemnified Party or its Affiliates shall have realized the same net amount it would have realized had the payment not resulted in taxable income.

ARTICLE VII

COOPERATION AND EXCHANGE OF INFORMATION

Section 7.1 Cooperation and Exchange of Information. The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) and in a timely manner (considering the other Party's normal internal processing or reporting requirements) with all reasonable requests in writing from another Party hereto, or from an agent, representative, or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for refund, Audits, determinations of Tax Attributes and the calculation of Taxes or other amounts required to be paid hereunder, and any applicable financial reporting requirements of a Party or its Affiliates, in each case, related or attributable to or arising in connection with Taxes or Tax Attributes of any of the Parties or their respective Subsidiaries covered by this Agreement.

Section 7.2 Retention of Records. Subject to Section 8.1, if any of the Parties or their respective Subsidiaries intends to dispose of any documentation relating to the Taxes of the Parties or their respective Subsidiaries for which another Party to this Agreement may be responsible pursuant to the terms of this Agreement (including, without limitation, Tax Returns, books, records, documentation, and other information, accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities) prior to the seventh (7th) anniversary of the Distribution Date, such Party shall or shall cause written notice to the other Party describing the documentation to be destroyed or disposed of sixty (60) Business Days prior to taking such action. The other Party may arrange to take delivery of the documentation described in the notice at their expense during the succeeding sixty (60) day period.

Section 7.3 Transitional Services. Without limiting the generality of Section 7.1, the Dynatrace Group shall, at the Mainframe Group's cost and expense, provide reasonable support services and other assistance reasonably requested by the Mainframe Group (consistent in all material respects with the assistance provided by the Dynatrace Group to the Mainframe Group prior to the Distribution) with respect to:

- (a) the preparation and filing of any Mainframe Separate Tax Return that is an Income Tax Return for a Pre-Distribution Tax Period or a Straddle Period; and
- (b) during the three (3) month period following the Distribution Date, the preparation and filing of any Mainframe Separate Tax Return that is not an Income Tax Return (including, for the avoidance of doubt, any such Tax Return with respect to a Post-Distribution Tax Period or any Straddle Period).

Section 7.4 Schedule of Tax Returns. To the best of the Parties' knowledge as of the date hereof, Annex A sets forth (i) the jurisdictions in which Combined Income Tax Returns are to be filed following the Distribution with respect to Pre-Distribution Tax Periods and (ii) the U.S. state and local jurisdictions in which Dynatrace Separate Tax Returns and Mainframe Separate Tax Returns are to be filed following the Distribution with respect to Pre-Distribution Tax Periods; provided that the Parties acknowledge and agree that Annex A exists for the convenience of the Parties only and is not intended to affect the meaning or interpretation of any other provision in this Agreement.

ARTICLE VIII

ALLOCATION OF TAX ATTRIBUTES AND OTHER TAX MATTERS

Section 8.1 Allocation of Tax Attributes. Dynatrace shall in good faith advise Mainframe in writing of the portion, if any, of any Tax Attributes or other consolidated, combined or unitary attribute that Dynatrace determines shall be allocated or apportioned to each Group under applicable Law; provided, however, that such determination shall be made in a manner that is: (a) reasonably consistent with the past practices of the Parties; and (b) in accordance with the rules prescribed by applicable Law, including the Code and the Treasury Regulations. Dynatrace agrees to provide Mainframe with all information reasonably supporting the Tax Attribute and other determinations made by Dynatrace pursuant to this Section 8.1.

Section 8.2 Allocation of Tax Items. For any Straddle Period, all determinations for purposes of this Agreement regarding the allocation of Income Tax items (other than Tax items arising on the Distribution Date but after the applicable Distribution that are outside the ordinary course of business) between the portion of a Straddle Period that ends on the Distribution Date and the portion that begins the day after the Distribution Date shall be made based on a closing of the books method under the principles of Treasury Regulation 1.1502-76 (and any similar rule under U.S. state, local or non-U.S. Law) as determined by Dynatrace on any Combined Income Tax Return, unless in each case the Parties agree otherwise in writing; provided, however, any Taxes in respect of actions taken outside the ordinary course of business on the date of the Distribution but after such Distribution shall be deemed to arise the day after such Distribution. Except for the transactions with respect to the Dynatrace IPO or as contemplated in the Structuring Agreement, (A) Mainframe shall not (and shall not permit any member of the Mainframe Group to) take any action outside the ordinary course of business on the date of the Distribution but after such Distribution and (B) Dynatrace shall not (and shall not permit any member of the Dynatrace Group to) take any action outside the ordinary course of business on the date of the Distribution but after such Distribution.

ARTICLE IX

DISPUTE RESOLUTION

Section 9.1 Negotiation.

(a) In the event of a dispute arising out of or in connection with this Agreement (including its interpretation, performance or validity) (collectively, “Agreement Disputes”), the Chief Financial Officer of each Party (or such other senior-level employee designated by the Chief Financial Officer of each Party) shall negotiate for a maximum of thirty (30) days (or a mutually-agreed extension) (such period of days, the “Negotiation Period”) from the time of receipt by a Party of written notice of such Agreement Dispute. The Parties shall not assert the defenses of statute of limitations and laches for any delays arising due to the procedures in Section 9.1.

(b) If the Parties are unable to reach Agreement with respect to any Agreement Dispute during the Negotiation Period, any Party shall be permitted to pursue any rights or remedies available to it at law, in equity or otherwise, provided such dispute shall be governed by Section 10.12, Section 10.13 and Section 10.14.

Section 9.2 Continuity of Performance. Unless otherwise agreed in writing, the Parties shall continue to perform under this Agreement during the course of dispute resolution under this Article IX with respect to all matters not subject thereto.

ARTICLE X

MISCELLANEOUS

Section 10.1 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party.

Section 10.2 Survival. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms until performed in accordance therewith; provided, however, that all indemnification for Taxes shall survive until ninety (90) days following the expiration of the applicable statute of limitations (taking into account all extensions thereof), if any, of the Tax that gave rise to the indemnification; provided, further, that, in the event that notice for indemnification has been given within the applicable survival period, such indemnification shall survive until such time as such claim is finally resolved.

Section 10.3 Notices. All notices, requests, claims, demands, and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by e-mail, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.3):

To Dynatrace:

Dynatrace, Inc.
1601 Trapelo Road, Suite 116
Waltham, MA 02451
Attn: Kevin Burns, Chief Financial Officer; Craig Newfield, General Counsel
Email: kevin.burns@dynatrace.com; craig.newfield@dynatrace.com

To Mainframe:

c/o Compuware Corporation
1 Campus Martius
Detroit, MI 48226
Attn: Joe Aho, Chief Financial Officer; Kiley LePage, General Counsel
Email: joe.aho@compuware.com; Kiley.LePage@compuware.com

Section 10.4 Waivers. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 10.5 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided, that a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its assets; provided, that the surviving entity of such merger or the transferee of such assets shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto.

Section 10.6 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. For the avoidance of doubt, Dynatrace, Inc. shall become the successor to Dynatrace under this Agreement upon the conversion of Dynatrace from a limited liability company to a corporation in accordance with the Structuring Agreement.

Section 10.7 Termination and Amendment. This Agreement (including any indemnification obligations hereunder) may be terminated, at any time prior to the Effective Time by and in the sole discretion of Dynatrace without the approval of Mainframe. In the event of such termination, no Party shall have any liability of any kind to any other Party or any other Person. After the Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by each of the Parties.

Section 10.8 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party on and after the Effective Time.

Section 10.9 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 10.10 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.11 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions or other equitable relief to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 10.12 Governing Law. This Agreement shall be interpreted and construed in accordance with the Laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, statute or otherwise, shall be governed by the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the Laws of a different jurisdiction.

Section 10.13 Consent to Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Court of Chancery of the State of Delaware, or (b) if such court does not have subject matter jurisdiction, any other state or federal court located within the County of New Castle in the State of Delaware (the “Delaware Courts”), to resolve any Agreement Dispute that is not resolved pursuant to Section 9.1 or to prevent irreparable harm. Any judgment of the Delaware Courts may be enforced by any court of competent jurisdiction. Each of the Parties further agree that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in Section 10.3 shall be effective service of process for any action, suit or proceeding in the Delaware Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 10.14 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.14.

Section 10.15 **Force Majeure**. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of circumstances of Force Majeure (as defined in the Structuring Agreement). A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other applicable Parties of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

Section 10.16 **Interpretation**. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 10.17 **Changes in Law**.

(a) Any reference to a provision of the Code, Treasury Regulations, or a Law of another jurisdiction shall include a reference to any applicable successor provision or Law.

(b) If, due to any change in applicable Law or regulations or their interpretation by any court of Law or other governing body having jurisdiction subsequent to the date hereof, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their commercially reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

Section 10.18 **Severability**. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.19 **Tax Sharing Agreements**. All Tax sharing, indemnification and similar agreements, written or unwritten, as between any member of the Mainframe Group, on the one hand, and any member of the Dynatrace Group, on the other hand (other than the Structuring Agreement or this Agreement), shall be or shall have been terminated as of the Effective Time and, after the Effective Time, none of such Parties (or their respective Subsidiaries) to any such Tax sharing, indemnification or similar agreement shall have any further rights or obligations under any such agreement.

Section 10.20 **Exclusivity**. Except as specifically set forth herein or in the Structuring Agreement, all matters related to Taxes or Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by this Agreement. In the event of a conflict between this Agreement or the Structuring Agreement with respect to such matters, this Agreement shall govern and control.

Section 10.21 **Waivers**. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 10.22 **No Duplication; No Double Recovery**. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 10.23 **Confidentiality**. Each Party shall maintain in strict confidence and shall not disclose to any third party (except to its Affiliates and representatives in connection with performing any duties as necessary for the other Party hereunder) any and all Confidential Information, except as may be necessary in order to comply with a requirement of Law, in which case the receiving party shall, if permissible, promptly notify the disclosing party of any such requirement and such disclosing party shall be permitted to seek (at its sole cost and expense) confidential treatment for such information; provided Dynatrace may disclose this Agreement in connection with the Dynatrace IPO and any Party may disclose this Agreement as may be required by the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, including in each case the rules and regulations promulgated thereunder, or any other applicable securities Laws. With respect to any such Confidential Information, each of the Parties shall and shall cause its Affiliates and representatives to: (i) use the same degree of care in safeguarding the other Party's Confidential Information as it uses to safeguard its own information which is proprietary and/or treated as confidential; and (ii) upon the discovery of any inadvertent disclosure or unauthorized use of the Confidential Information, or upon obtaining notice of such disclosure or use from the other Party, take or cause to be taken all necessary actions to prevent any further inadvertent disclosure or unauthorized use.

IN WITNESS WHEREOF, the Parties hereto have caused this Tax Matters Agreement to be executed the day and year first above written.

DYNATRACE HOLDINGS, LLC

By: _____
Name:
Title:

COMPUWARE SOFTWARE GROUP LLC

By: _____
Name:
Title:

MASTER STRUCTURING AGREEMENT

THIS MASTER STRUCTURING AGREEMENT (this “Agreement”), dated as of [●], 2019, is entered into by and among:

- (1) (i) Thoma Bravo Partners X, L.P., a Delaware limited partnership (“TB X GP”), and (ii) Thoma Bravo Partners XI, L.P., a Delaware limited partnership (“TB XI GP”);
- (2) (i) Thoma Bravo Fund X, L.P., a Delaware limited partnership (“TB Fund X”), (ii) Thoma Bravo Fund X-A, L.P., a Delaware limited partnership (“TB Fund X-A”), (iii) Thoma Bravo Special Opportunities Fund I, L.P., a Delaware limited partnership (“TB SOF”), (iv) Thoma Bravo Special Opportunities Fund I AIV, L.P., a Delaware limited partnership (“TB SOF AIV”), (v) Thoma Bravo Fund XI, L.P., a Delaware limited partnership (“TB Fund XI”), (vi) Thoma Bravo Fund XI-A, L.P., a Delaware limited partnership (“TB Fund XI-A”), (vii) Thoma Bravo Executive Fund XI, L.P., a Delaware limited partnership (together with TB Fund X, TB Fund X-A, TB SOF, TB SOF AIV, TB Fund XI and TB Fund XI-A, the “TB Funds”);
- (3) (i) Dynatrace Blocker I, LLC (formerly known as TBX-A Cu Blocker A, LLC), a Delaware limited liability company (“Dynatrace Blocker I”), (ii) Dynatrace Blocker II, LLC (formerly known as TBX-A Cu Blocker B, LLC), a Delaware limited liability company (“Dynatrace Blocker II”), (iii) Dynatrace Blocker III, LLC (formerly known as TB SOF Cu Blocker A, LLC), a Delaware limited liability company (“Dynatrace Blocker III”), (iv) Dynatrace Blocker IV, LLC (formerly known as TB SOF Cu Blocker B, LLC), a Delaware limited liability company (“Dynatrace Blocker IV”), (v) Dynatrace Blocker V, LLC (formerly known as TB XI-A Cu Blocker B, LLC), a Delaware limited liability company (“Dynatrace Blocker V” and, collectively with all of the foregoing described in clauses (i) through (iv) of this paragraph (3), the “TB Blockers”);
- (4) (i) TB X-A Cu Splitter A, L.P., a Delaware limited partnership (“TB X-A Splitter A”), (ii) TB X-A Cu Splitter B, L.P., a Delaware limited partnership (“TB X-A Splitter B”), (iii) TB SOF Cu Splitter A, L.P., a Delaware limited partnership (“TB SOF Splitter A”), (iv) TB SOF Cu Splitter B, L.P., a Delaware limited partnership (“TB SOF Splitter B”), (v) TB XI-A Cu Splitter A, L.P., a Delaware limited partnership (“TB XI-A Splitter A”), (vi) TB XI-A Cu Splitter B, L.P., a Delaware limited partnership (“TB XI-A Splitter B”);
- (5) Dynatrace Holdings LLC (formerly known as TB XI-A Cu Blocker A, LLC), a Delaware limited liability company (“IPOCo”);
- (6) Compuware Parent, LLC, a Delaware limited liability company (“Compuware Parent”);
- (7) (i) Compuware Software Group LLC, a Delaware limited liability company (“Compuware Software Group”), (ii) Compuware Software Intermediate LLC, a Delaware limited liability company (“Compuware Software Intermediate”), (iii) Compuware Corporation, a Michigan corporation (“Compuware Corporation”);
- (8) Dynatrace Holding Corp. (formerly known as Compuware Holding Corp.), a Delaware corporation (“Dynatrace Holding Corp”);
- (9) Dynatrace Management Blocker, LLC (formerly known as Compuware Management Blocker, Inc.), a Delaware corporation (“Dynatrace Management Blocker”);
- (10) Dynatrace Blocker VI, LLC, a Delaware limited liability company (“Dynatrace Blocker VI”); and

(11) Dynatrace Merger Sub, LLC, a Delaware limited liability company (“Compuware Parent MergeCo”).

Each of the foregoing parties hereto is referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, on July 18, 2019 and pursuant to that certain Agreement and Plan of Merger, dated as of July 18, 2019, by and between Compuware Holdings, LLC, a Delaware limited liability company (“Compuware Holdings”), and Compuware Intermediate Holdings, LLC, a Delaware limited liability company (“Compuware Intermediate”), and attached hereto as Exhibit A, Compuware Holdings merged with and into Compuware Intermediate, with Compuware Intermediate continuing as the surviving company (the “Upstream Merger Into Compuware Intermediate”);

WHEREAS, following the Upstream Merger Into Compuware Intermediate and on July 18, 2019, and pursuant to that certain Agreement and Plan of Merger, dated as of July 18, 2019, by and between Compuware Intermediate and Compuware Parent and attached hereto as Exhibit B, Compuware Intermediate merged with and into Compuware Parent, with Compuware Parent continuing as the surviving company (such transaction, together with the Upstream Merger Into Compuware Intermediate, the “Upstream Mergers”);

WHEREAS, on July [●], 2019, Dynatrace Management Blocker contributed, conveyed, assigned and transferred 100% of its assets (including all equity interests in Compuware Parent held by Dynatrace Management Blocker) and liabilities to Dynatrace Blocker VI (such contribution, the “Contribution from Dynatrace Management Blocker”) and, as part of the same plan of reorganization as the Contribution from Dynatrace Management Blocker, converted from a Delaware corporation into a Delaware limited liability company with the name “Dynatrace Management Blocker, LLC”;

WHEREAS, on July [●], 2019, Dynatrace Holding Corp consummated a recapitalization whereby (i) Dynatrace Holding Corp amended and restated its certificate of incorporation to authorize and provide for the issuance of Class A Common Shares, par value \$0.001 per share (the “Class A Common Shares”), Class B Common Shares, par value \$0.001 per share (the “Class B Common Shares”) and Class S Common Shares, par value \$0.001 per share (the “Class S Common Shares”) (ii) all of the 1,000 Class A Common Shares held by Compuware Parent (representing 100% of the Class A Common Shares then held by Compuware Parent) were reclassified and converted into [] Class A Common Shares in Dynatrace Holding Corp and [] Class B Common Shares in Dynatrace Holding Corp and (iii) Dynatrace Holding Corp effectuated a reverse stock split whereby the 245.330 Class S Common Shares issued and outstanding prior to such reverse stock split became 243.839 Class S Common Shares following such reverse stock split;

WHEREAS, on the date hereof, (a) TB X GP desires to contribute all of its equity interests in (i) TBX-A Splitter A and TB X-A Splitter B to TB Fund X-A, and (ii) TB SOF Splitter A and TB SOF Splitter B to TB SOF and (b) TB XI GP desires to contribute all of its equity interests in TBXI-A Splitter A and TB XI-A Splitter B to TB Fund XI-A (such contributions, collectively, the “TB GP Contribution of Splitters”);

WHEREAS, immediately following the TB GP Contribution of Splitters, (a) TB Fund X-A desires to contribute its equity interests in (i) TBX-A Splitter A to Dynatrace Blocker I and (ii) TB X-A Splitter B to Dynatrace Blocker II, (b) TB SOF desires to contribute its equity interests in (i) TB SOF Splitter A to Dynatrace Blocker III and (ii) TB SOF Splitter B to Dynatrace Blocker IV, and (c) TB Fund XI-A desires to contribute its equity interests in (i) TB XI-A Splitter A to IPOCo and (ii) TB XI-A Splitter B to Dynatrace Blocker V (such contributions, collectively, the “TB Fund Contribution of Splitters”);

WHEREAS, subject to the terms and conditions set forth in that certain Contribution and Exchange Agreement attached hereto as Exhibit C (the “Contribution and Exchange Agreement”), each of the TB Funds and Dynatrace Management Blocker desires to contribute all of the equity interests of Compuware Parent held by such entity (if any) and all of the equity interests of any TB Blocker or Dynatrace Blocker VI (as applicable) held by such entity (if any) to IPOCo in exchange for Class A Units, Class B-1 Units and/or Class B-2 Units of IPOCo as set forth in the Contribution and Exchange Agreement (the “Contribution of Equity Interests to IPOCo”);

WHEREAS, immediately following the Contribution of Equity Interests to IPOCo, subject to the conditions set forth in that certain Agreement and Plan of Merger attached hereto as Exhibit D (the “First Compuware Parent Merger Agreement”), Compuware Parent MergeCo desires to merge with and into Compuware Parent (the “First Compuware Parent Merger”), with Compuware Parent continuing on as the surviving company following such merger;

WHEREAS, effective as of 8:00 A.M. New York City time on [●], 2019 (the “Pricing Date”), Compuware Parent desires to distribute (i) all of the Class S Common Shares of Dynatrace Holding Corp to Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, IPOCo and Dynatrace Blocker VI, (ii) all of the Class A Common Shares of Dynatrace Holding Corp to Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, Dynatrace Blocker V, and Dynatrace Blocker VI and (iii) all of the Class B Common Shares of Dynatrace Holding Corp to IPOCo (collectively, the “Distribution of Dynatrace Holding Corp Shares”);

WHEREAS, immediately following the Distribution of Dynatrace Holding Corp Shares, subject to the conditions set forth in that certain Agreement and Plan of Merger attached hereto as Exhibit E (the “Second Compuware Parent Merger Agreement”), Compuware Parent desires to merge with and into Dynatrace Holding Corp (the “Second Compuware Parent Merger”) with Dynatrace Holding Corp continuing on as the surviving company following such merger;

WHEREAS, immediately following the Second Compuware Parent Merger, Compuware Corporation desires to pay (including by way of direct or indirect transfer or distribution) \$[] to Dynatrace Holding Corp (or its designee) by wire transfer of immediately available funds (the “Compuware Tax Reimbursement”);

WHEREAS, immediately following the Second Compuware Merger and substantially concurrently with the Compuware Tax Reimbursement, (a) Compuware Corporation desires to distribute the full amount of all intercompany receivables owed to Compuware Corporation by Dynatrace Holding Corp (including pursuant to that certain Intercompany Subordinated Demand Promissory Note, dated April 1, 2015, as amended from time to time) (collectively, the “Compuware Receivables”), to Compuware Software Intermediate, (b) Compuware Software Intermediate, in turn, desires to distribute the Compuware Receivables to Compuware Software Group, and (c) Compuware Software Group, in turn, desires to distribute the Compuware Receivables to Dynatrace Holding Corp (such distributions collectively, the “Distribution of Compuware Intercompany Receivable”);

WHEREAS, immediately following the Compuware Tax Reimbursement and the Distribution of Compuware Intercompany Receivable, Dynatrace Holding Corp desires to distribute all of its right, title and interest in and to the equity interests of Compuware Software Group (consisting of common units of Compuware Software Group) to IPOCo, in partial redemption of Dynatrace Holding Corp’s Class B Shares owned by IPOCo (the “Distribution of Compuware Software Group”);

WHEREAS, immediately following the Distribution of Compuware Software Group, IPOCo desires to distribute out all of its equity interests in Compuware Software Group to the holders of IPOCo's Class B-1 units and Class B-2 units, in full and complete redemption of all Class B-1 units and Class B-2 units of IPOCo (the "Mainframe Spin");

WHEREAS, immediately following the Mainframe Spin, IPOCo desires to convert from a Delaware limited liability company into a Delaware corporation with the name "Dynatrace, Inc.";

WHEREAS, the legal structure chart of Compuware Parent and certain of its subsidiaries and affiliates as of the date hereof immediately prior to the consummation of the transactions contemplated by this Agreement to occur on the date hereof is attached hereto as Schedule I; and

WHEREAS, following the consummation of all of the transactions contemplated by this Agreement, the legal structure of the Parties and certain of their subsidiaries and affiliates is intended to reflect the structure chart attached hereto as Schedule II.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Mainframe Spin Structuring Transactions (to be Effective on the Date of this Agreement). On the date hereof, subject to the terms and conditions herein, the following transactions will be consummated in the following order:

(a) TB X GP and TB XI GP hereby consummate the TB GP Contribution of Splitters as follows:

(i) TB X GP hereby contributes, conveys, assigns, transfers and delivers all of its right, title and interest in and to all equity interests in (A) TB X-A Splitter A and TB X-A Splitter B to TB Fund X-A, and (B) TB SOF Splitter A and TB SOF Splitter B to TB SOF;

(ii) TB XI GP hereby contributes, conveys, assigns, transfers, and delivers all of its right, title and interest in and to all equity interests in TB XI-A Splitter A and TB XI-A Splitter B to TB Fund XI-A; and

(iii) each of TB Fund X-A, TB SOF and TB Fund XI-A, respectively, hereby accepts and assumes such contribution, as applicable.

(b) Immediately following the consummation of the transactions contemplated by Section 1(a), the relevant Parties hereby consummate the TB Fund Contribution of Splitters as follows:

(i) TB Fund X-A hereby contributes, conveys, assigns, transfers and delivers all of its right, title and interest in and to all equity interests in (A) TB X-A Splitter A to Dynatrace Blocker I and (B) TBX-A Splitter B to Dynatrace Blocker II;

(ii) TB SOF hereby contributes, conveys, assigns, transfers and delivers all of its right, title and interest in and to all equity interests in (A) TB SOF Splitter A to Dynatrace Blocker III and (B) TB SOF Splitter B to Dynatrace Blocker IV;

(iii) TB Fund XI-A hereby contributes, conveys, assigns, transfers and delivers all of its right, title and interest in and to all equity interests in (A) TB XI-A Splitter A to IPOCo and (B) TBXI-A Splitter B to Dynatrace Blocker V; and

(iv) each of Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, IPOCo and Dynatrace Blocker V hereby accepts and assumes each such contribution, as applicable.

(c) Immediately following the consummation of the transactions contemplated by Section 1(b) each of the TB Funds, Dynatrace Management Blocker and IPOCo hereby consummates the Contribution of Equity Interests to IPOCo in accordance with the Contribution and Exchange Agreement.

(d) Immediately following the consummation of the transactions contemplated by Section 1(c), Compuware Parent MergeCo and Compuware Parent shall consummate the First Compuware Parent Merger, in accordance with and pursuant to the terms of the First Compuware Parent Merger Agreement, by filing a Certificate of Merger with the Secretary of State of the State of Delaware in the form attached hereto as Exhibit F. In connection with the First Compuware Parent Merger, the separate existence of Compuware Parent MergeCo shall cease and Compuware Parent shall continue on as the surviving company.

(e) Immediately following the consummation of the transactions contemplated by Section 1(d), Dynatrace Management Blocker hereby liquidates by filing a Certificate of Cancellation in the form of Exhibit G with the Secretary of State of the State of Delaware, in accordance with that certain Plan of Liquidation and Dissolution attached hereto as Exhibit H and in connection with such liquidation hereby distributes all of its assets (including its equity interests in IPOCo) to its equityholders.

2. Pre-Mainframe Spin Structuring Transactions (to be Effective on the Pricing Date) On the Pricing Date, subject to the terms and conditions herein (including the completion of the transactions set forth in Section 1 hereof), the following transactions will be consummated in the following order:

(a) Effective as of 8:00 A.M. New York City time on the Pricing Date, Compuware Parent hereby distributes:

(i) all of its right, title and interest in and to the Class S Common Shares to Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, IPOCo and Dynatrace Blocker VI, with each such entity receiving the number of Class S Common Shares set forth opposite its name below:

<u>Entity</u>	<u>Number of Class S Common Shares</u>
Dynatrace Blocker I	
Dynatrace Blocker II	
Dynatrace Blocker III	
Dynatrace Blocker IV	
IPOCo	
Dynatrace Blocker VI	

(ii) all of its right, title and interest in and to the Class A Common Shares to Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, Dynatrace Blocker V and Dynatrace Blocker VI, with each such entity receiving the number of Class A Common Shares set forth opposite its name below:

Entity	Number of Class A Common Shares
Dynatrace Blocker I	
Dynatrace Blocker II	
Dynatrace Blocker III	
Dynatrace Blocker IV	
Dynatrace Blocker V	
Dynatrace Blocker VI	

(iii) all of its right, title and interest in and to the Class B Common Shares to IPOCo.

Each of Dynatrace Blocker I, Dynatrace Blocker II, Dynatrace Blocker III, Dynatrace Blocker IV, IPOCo, Dynatrace Blocker V and Dynatrace Blocker VI each hereby accepts such distribution.

(b) Immediately following the consummation of the transactions contemplated by Section 2(a), Compuware Parent and Dynatrace Holding Corp shall consummate the Second Compuware Parent Merger, in accordance with and pursuant to the terms of the Second Compuware Parent Merger Agreement, by filing a Certificate of Merger with the Secretary of State of the State of Delaware in the form attached hereto as Exhibit I. In connection with the Second Compuware Parent Merger, the separate existence of Compuware Parent shall cease and Dynatrace Holding Corp shall continue on as the surviving company.

(c) Immediately following the consummation of the transactions contemplated by Section 2(b), (i) Compuware Corporation shall pay (including by way of direct or indirect transfer or distribution) the Compuware Tax Reimbursement to Dynatrace Holding Corp (or its designee). Promptly following receipt of the Compuware Tax Reimbursement, and in any event not later than September 30, 2019, Dynatrace Holding Corp shall, or shall cause its applicable designee to, pay an amount equal to the Compuware Tax Reimbursement to the applicable taxing authorities and (ii) Compuware Corporation, Dynatrace Holding Corp, Compuware Software Group and Compuware Software Intermediate will consummate the Distribution of Compuware Intercompany Receivable. Following the consummation of the Distribution of Compuware Intercompany Receivable, the Compuware Receivables shall automatically be cancelled, discharged and extinguished in full.

(d) Immediately following the consummation of the transactions contemplated by Section 2(c), Dynatrace Holding Corp and IPOCo hereby consummate the Distribution of Compuware Software Group. .

3. **Mainframe Spin Transactions.** Immediately following the consummation of the transactions contemplated by Section 2(d), IPOCo hereby consummates the Mainframe Spin by distributing (a) all of its right, title and interest in and to the Preferred Units of Compuware Software Group to the holders of IPOCo's Class B-1 units, on a 1:1 basis, in full and complete redemption of IPOCo's Class B-1 units, in accordance with IPOCo's Second Amended and Restated Limited Liability Company Agreement, dated as of [●], 2019 (the "IPOCo LLC Agreement"), and (b) all of its right, title and interest in and to the Common Units of Compuware Software Group to the holders of IPOCo's Class B-2 units, on a 1:1 basis, in full and complete redemption of IPOCo's Class B-2 units, in accordance with the IPOCo LLC Agreement. In connection therewith, IPOCo hereby irrevocably redeems all of its Class B-1 units and Class B-2 units

as set forth above. Automatically upon such redemption, the Class B-1 units and Class B-2 units of IPOCo shall be deemed to be no longer outstanding, and the previous holders thereof shall have no rights and IPOCo shall have no obligations with respect to such units. Any Preferred Unit of Compuware Software Group distributed in connection with the Mainframe Spin shall, as of the time of its issuance, have an aggregate Preferred Unpaid Yield (as defined in the Mainframe LLC Agreement) equal to the Class B-1 Unpaid Yield accrued with respect to the Class B-1 Unit of IPOCo redeemed by such distribution. Immediately upon receipt of Compuware Software Group's Preferred Units and Common Units, each holder thereof shall automatically (without any further action on the part of such holder or any other person) become a member of Compuware Software Group and a party to the Amended and Restated Limited Liability Company Agreement of Compuware Software Group, dated as of [●], 2019, attached hereto as Exhibit J (the "Mainframe LLC Agreement"), and shall be bound by all of the terms, conditions and obligations set forth in the Mainframe LLC Agreement. Subject to the prior consummation of the transactions contemplated by Section 1, the transactions set forth in this Section 3 shall be deemed effective upon the earlier of (i) [●] P.M. New York City time, on the Pricing Date and (ii) immediately prior to the conversion contemplated by Section 4. In connection with the Mainframe Spin, IPOCo and Compuware Software Group anticipate entering into that certain Tax Matters Agreement, by and between IPOCo and Compuware Software Group.

4. Conversion of IPOCo. Immediately following the consummation of the transactions contemplated by Section 3, IPOCo shall convert from a Delaware limited liability company into a Delaware corporation with the name "Dynatrace, Inc." by filing a Certificate of Conversion in the form of Exhibit K with the Secretary of State of the State of Delaware.

5. Structuring Intentions. Notwithstanding anything in this Agreement to the contrary, it is the desire of the Parties to effectuate the transactions contemplated by this Agreement, and certain other transactions occurring prior to the date of this Agreement, in accordance with the steps reflected in Exhibit L attached hereto. Therefore, in the event of any ambiguity or conflict in this Agreement or any of the exhibits or schedules attached hereto, it is the intent of the Parties that such ambiguity or conflict be resolved in such a manner that gives effect to the steps reflected in Exhibit L attached hereto, including the final legal entity structures of Compuware Software Group and IPOCo and their respective subsidiaries.

6. Waiver of Requirements. Each of the Parties hereby irrevocably waives any claim that the execution or consummation of any of the transactions effected pursuant to this Agreement violate or are prevented by any provision of such Party's governing documents, including any limited liability company agreement, operating agreement, bylaws, or other similar governing document (including any provision that may purport to require any member or owner of such Party to offer such Party's securities to any other person before transferring ownership of such securities).

7. Exhibits. Each of the exhibits hereto, upon execution and/or filing with any relevant filing or regulatory authority, shall be appended to this Agreement as the final and definitive forms of such Exhibit.

8. Flow of Funds. The Parties acknowledge that for the convenience of all the parties referenced herein and to expedite the consummation of the foregoing transactions, any transfers of funds contemplated by such transactions may be accomplished by the wire transfer of immediately available funds to the ultimate recipient thereof, without the need for any intermediary wire or other transfers of funds.

9. Adjustments. In the event that the Compuware Software Group and IPOCo reasonably determine following the date hereof that any of the dollar amounts or figures set forth herein should be adjusted, amended or revised in order to account for or reflect the finally determined and agreed

upon allocations or values of the cash or equity contributions and/or transactions described herein, this Agreement and any of the exhibits or schedules hereto may be so amended, modified or revised by Compuware Software Group and IPOCo without the consent or approval of any of the other Parties in order to reflect such final allocations or values, it being the intent of the Parties that any such amendments, modifications or revisions shall be effective as of the date hereof; provided that notwithstanding the foregoing, the parties acknowledge and agree that the Compuware Tax Reimbursement is intended to be a fixed dollar figure, and in no event shall the Compuware Tax Reimbursement be adjusted, amended or revised in order to account for or reflect any finally determined and/or agreed upon allocations or values.

10. Remedies. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached by the Parties. It is accordingly agreed that any of the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by any of the Parties and to enforce specifically the terms and provisions hereof in any court having jurisdiction, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

11. Consent to Jurisdiction; Service of Process. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other Party or its successors or assigns shall be brought and determined only in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein, and no Party will file a motion to dismiss any action filed in a state or federal court in the State of Delaware, on any jurisdictional or venue-related grounds, including the doctrine of *forum non conveniens*. Process in any action or proceeding referred to in the first sentence of this Section 11 may be served on any Party anywhere in the world.

12. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedules and the Exhibits hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

13. MUTUAL WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN STATUTE, CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

14. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any such Party. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. Each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. The use of the word "including" herein shall mean "including without limitation" and, unless the context otherwise requires, "neither," "nor," "any," "either" and "or" shall not be exclusive.

15. **Entire Agreement.** This Agreement and the agreements, certificates and other instruments referred to or attached herein and therein, including the TMA, contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

16. **Amendments and Waiver.** Except as set forth in Section 9 or as necessary to give effect to Section 5, this Agreement or any term hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the Party against which such change, waiver, discharge or termination is sought to be enforced.

17. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **Further Assurances.** The Parties acknowledge that the purpose of this Agreement and the transactions contemplated hereby is to effectuate the transactions contemplated herein. To that end, each Party shall, in its sole expense, execute and deliver such further agreements, certificates, forms, elections, filings and instruments of conveyance and transfer and take such additional action as any other Party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated herein.

19. **Counterparts; Electronic Delivery.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party or thereto shall re-execute the original form of this Agreement (i.e. the form fully-executed by all of the Parties) and deliver such form to all other Parties. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

20. **Place of Execution.** Notwithstanding anything herein to the contrary and unless otherwise required by applicable law, this Agreement and all attachments hereto shall, for all purposes, be deemed to have been executed in Lexington, Massachusetts on the date hereof.

21. **Termination.** This Agreement may be terminated at any time in the sole discretion of TB X GP and TB XI GP, and any transactions contemplated hereby that have not been consummated shall be null and void and shall not be effectuated thereafter; provided that, any such termination shall have no effect on any transactions consummated prior to such termination.

* * * *

IN WITNESS WHEREOF, the undersigned have caused this Master Structuring Agreement to be duly executed as of the date first written above.

THOMA BRAVO PARTNERS X, L.P.

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

THOMA BRAVO PARTNERS XI, L.P.

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

THOMA BRAVO FUND X, L.P.

By: Thoma Bravo Partners X, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

THOMA BRAVO FUND X-A, L.P.

By: Thoma Bravo Partners X, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

Signature Page to Master Structuring Agreement

**THOMA BRAVO SPECIAL OPPORTUNITIES
FUND I, L.P.**

By: Thoma Bravo Partners X, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

**THOMA BRAVO SPECIAL OPPORTUNITIES
FUND I AIV, L.P.**

By: Thoma Bravo Partners X, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

THOMA BRAVO FUND XI, L.P.

By: Thoma Bravo Partners XI, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

THOMA BRAVO FUND XI-A, L.P.

By: Thoma Bravo Partners XI, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

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THOMA BRAVO EXECUTIVE FUND XI, L.P.

By: Thoma Bravo Partners XI, L.P.
Its: General Partner

By: Thoma Bravo, LLC
Its: General Partner

By: _____
Name:
Its:

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DYNATRACE BLOCKER I, LLC

By: _____
Name:
Its:

DYNATRACE BLOCKER II, LLC

By: _____
Name:
Its:

DYNATRACE BLOCKER III, LLC

By: _____
Name:
Its:

DYNATRACE BLOCKER IV, LLC

By: _____
Name:
Its:

DYNATRACE BLOCKER V, LLC

By: _____
Name:
Its:

DYNATRACE BLOCKER VI, LLC

By: _____
Name:
Its:

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TB X-A CU SPLITTER A, L.P.

By: _____
Name:
Its:

TB X-A CU SPLITTER B, L.P.

By: _____
Name:
Its:

TB SOF CU SPLITTER A, L.P.

By: _____
Name:
Its:

TB SOF CU SPLITTER B, L.P.

By: _____
Name:
Its:

TB XI-A CU SPLITTER A, L.P.

By: _____
Name:
Its:

TB XI-A CU SPLITTER B, L.P.

By: _____
Name:
Its:

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COMPUWARE PARENT, LLC

By: _____
Name:
Its:

COMPUWARE SOFTWARE GROUP LLC

By: _____
Name:
Its:

COMPUWARE SOFTWARE INTERMEDIATE LLC

By: _____
Name:
Its:

COMPUWARE CORPORATION

By: _____
Name:
Its:

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DYNATRACE HOLDING CORP.

By: _____
Name:
Its:

DYNATRACE MANAGEMENT BLOCKER, LLC

By: _____
Name:
Its:

DYNATRACE MERGER SUB, LLC

By: _____
Name:
Its:

Signature Page to Master Structuring Agreement