

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

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): November 15, 2021**

DYNATRACE, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	001-39010 (Commission File Number)	47-2386428 (I.R.S. Employer Identification No.)
1601 Trapelo Road, Suite 116 (Address of principal executive offices)	Waltham MA (617) 530-1000 Registrant's telephone number, including area code	02451 (Zip Code)
Not Applicable (Former name or former address, if changed since last report.)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Resignation of John Van Siclén as Chief Executive Officer

On November 15, 2021, the Company announced that, in connection with his planned retirement, John Van Siclén will resign upon mutual agreement with the Company's Board of Directors (the "Board") as the Company's President and Chief Executive Officer and as a director of the Board, effective no later than December 13, 2021. Mr. Van Siclén's resignation is not the result of any disagreements with the Company on any matter relating to the Company's operations, policies or practices.

In connection with his resignation, the Company entered into a Transition Agreement with Mr. Van Siclén, subject to the terms of which, including the requirement that Mr. Van Siclén executes and does not revoke a general release of claims against the Company: (i) Mr. Van Siclén will not be eligible for any severance pursuant to the terms of his employment agreement or otherwise, (ii) upon his resignation as President and Chief Executive Officer, Mr. Van Siclén will no longer be an employee of the Company or serve as a member of the Board but he shall serve as a consultant to the Company through May 31, 2022 and will receive consulting fees of \$50,000 per month, (iii) Mr. Van Siclén will be eligible for his bonus for Fiscal Year 2022, (iv) Mr. Van Siclén will continue to vest in his outstanding equity grants through the end of the consulting period, and the date for Mr. Van Siclén to exercise any stock options that are vested through the end of his consulting relationship will be extended for a one year period after such date (or until the original expiration date of the option, if earlier), (v) Mr. Van Siclén's noncompetition obligations will continue until May 31, 2023, and (vi) the Company will continue to provide certain insurance benefits until December 13, 2022. The foregoing summary does not purport to be complete and is qualified in its entirety by the Transition Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

(c) Election of Rick McConnell as Chief Executive Officer

On November 15, 2021, the Company announced that the Board has appointed Rick McConnell, age 55, as the Company's Chief Executive Officer and Class I director of the Board, effective no later than December 13, 2021. The term of the Company's Class I directors, including Mr. McConnell, expires at the annual meeting of stockholders to be held in 2023 or upon the election and qualification of successor directors. Prior to joining the Company, Mr. McConnell served as President of Akamai Technologies, Inc., and General Manager of its Security Technology Group since March 2021. From May 2016 through February 2021, he served as President and General Manager of Akamai's Web Division. In addition, Mr. McConnell previously served as Akamai's President – Products and Development from January 2013 through May 2016 and in other executive positions with Akamai since November 2011. Mr. McConnell holds a Bachelor of Arts in Quantitative Economics and a Master of Business Administration from Stanford University.

In connection with his appointment as Chief Executive Officer the Company, the Company entered into an Employment Agreement with Mr. McConnell providing for: (i) a base salary of \$610,000 per year, (ii) a one-time cash bonus equal to \$250,000, subject to certain clawback provisions set forth in the Employment Agreement, (iii) eligibility to receive cash incentive compensation with a target of 100% of his base salary, subject to the terms of any applicable incentive compensation plan(s), (iv) a grant of 168,800 restricted stock units (the "Time-Based RSUs"), 50% of which shall vest in two equal installments on November 15, 2022 and November 15, 2023 (the "Two Year RSUs"), and the remaining 50% of which shall vest over four (4) years, in each case subject to Mr. McConnell's continued service with the Company, (v) a grant of 168,800 restricted stock units, 50% of which shall vest upon achievement of certain fiscal year performance metrics in 2023 and 50% of which shall vest upon achievement of certain fiscal year performance metrics in 2024, subject to Mr. McConnell's continued service with the Company, (vi) in the event that Mr. McConnell's employment is terminated without cause, as defined in the Employment Agreement, or if Mr. McConnell terminates his employment for good reason, as defined in the Employment Agreement, and if he executes a separation and release agreement, the Company will be obligated to (1) pay him a cash severance payment equal to the sum of 12-months of his then-current base salary, the amount of any bonus earned in respect of the prior fiscal year that would have been paid if Mr. McConnell's employment had not been terminated and 100% of his target bonus for the then-current year, with payments made ratably over a 12 month period (2) if the Date of Termination is before March 31, 2023, fully accelerate the Two Year RSUs as of the later of (A) the date of termination or (B) the effective date of the separation and release agreement, and (3) if he elects healthcare continuation coverage under the law known as "COBRA," pay up to 12-monthly payments equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. McConnell if he had remained employed by the Company, and (vii) if Mr. McConnell's employment is terminated without cause or Mr. McConnell terminates his employment for good reason either 3 months before or during the 12-month period after a change in control, and if he executes a separation and release agreement, then in lieu of the payments and benefits set forth in (vi), he would be entitled to (1) a lump-sum cash severance payment equal to the sum of 24 months of Mr. McConnell's then-current base salary and the amount of any bonus earned in respect of the prior fiscal year that would have been paid if his employment had not been terminated, (2) acceleration of all unvested equity awards, as of the later of (A)

the date of termination or (B) the effective date of a separation and release agreement, and (iii) if he elects healthcare continuation coverage under COBRA, the Company will pay up to 18-monthly payments equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. McConnell if he had remained employed by the Company. The foregoing summary does not purport to be complete and is qualified in its entirety by the Employment Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The Company and Mr. McConnell also entered into an agreement regarding confidentiality, intellectual property assignment and certain post-termination covenants of Mr. McConnell, including non-solicitation and non-competition.

The Company will enter into an indemnification agreement with Mr. McConnell in connection with his employment and appointment to the Board, which will be in substantially the same form as that entered into with the other executive officers of the Company filed as Exhibit 10.5 to the Company's Registration Statement on Form S-1/A filed on July 22, 2019 and incorporated herein by reference.

There are no family relationships between Mr. McConnell and any director or executive officer of the Company, and the Company has not entered into any transactions with Mr. McConnell that are reportable pursuant to Item 404(a) of Regulation S-K. Except as described above, there are no arrangements or understandings between Mr. McConnell and any other persons pursuant to which he was appointed as Chief Executive Officer and member of the Board.

Item 7.01. Regulation FD Disclosure

On November 15, 2021, the Company issued a press release announcing Mr. McConnell's appointment as Chief Executive Officer and director, and Mr. Van Siclen's resignation from the Company. A copy of the press release is furnished as Exhibit 99.1 to this Report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Transition Agreement between the Company and John Van Siclen, dated as of November 15, 2021
10.2	Employment Agreement between the Company and Rick McConnell, dated as of November 15, 2021
99.1	Press Release issued by Dynatrace, Inc. dated November 15, 2021
104	The cover page from this Current Report on Form 8-K, formatted as Inline XBRL

SIGNATURES

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

Date: November 15, 2021

Dynatrace, Inc.

By: /s/ Kevin C. Burns
Kevin C. Burns
Chief Financial Officer & Treasurer
(Principal Financial Officer)

TRANSITION AGREEMENT

This Transition Agreement (“Agreement”) is made between Dynatrace LLC, a Delaware corporation (the “Company”), Dynatrace, Inc., the parent of the Company (“Parent”) and John Van Siclen (the “Executive”). Terms with initial capitalization not otherwise defined shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Executive serves as the Company’s Chief Executive Officer (“CEO”) and desires to resign his employment with the Company effective as of the first day of employment of the Company’s new Chief Executive Officer (the “New CEO”), which is expected to be no later than December 13, 2021;

WHEREAS, the Board of Directors of Parent (the “Board”) values the Executive’s services to the Company and would like to make this executive transition as smooth as possible;

WHEREAS, the Company and the Executive entered into an Employment Agreement made effective as of the effectiveness of the Company’s Form S-1 Registration Statement with the U.S. Securities and Exchange Commission (the “Employment Agreement”);

WHEREAS, pursuant to the Employment Agreement, the Company and Executive each retained the right to end the Executive’s employment by the Company without any breach of the Employment Agreement under the circumstances set forth in Section 3 of the Employment Agreement, including a resignation by the Executive; and

WHEREAS, if the Executive enters into, does not revoke and complies with this Agreement, the Executive’s employment under this Employment Agreement will end and the Executive shall continue his relationship with the Company following the ending of his employment as a consultant as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ending of Employment

(a) The Executive shall continue to serve as the Company’s CEO until the date that the New CEO commences employment with the Company, which is expected to be no later than December 13, 2021 (such actual date, the “Transition Date”). Effective as of the Transition Date, the Executive hereby resigns his employment from the Company and from the Board and from any related positions with the Company, the Parent and any subsidiaries of the Company). The Executive agrees to execute any additional documents requested by the Company or any controlled entities necessary to effectuate such resignations.

(b) From the date hereof through the Transition Date, the Executive shall continue to serve as CEO of the Company, shall continue to work cooperatively and professionally with the Board and his colleagues and will (i) be paid his Base Salary, (ii) remain eligible to participate in the Company’s group employee benefit plans, subject to the terms and conditions

of those plans and (iii) continue to vest in his outstanding equity awards consistent with the Company's applicable equity incentive plan(s) and the applicable award agreement(s) (collectively, the "Equity Documents").

(c) The Company shall pay or provide to the Executive (i) any Base Salary earned through the Transition Date; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of the Employment Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Transition Date, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Obligations"). The Executive shall also be provided with information regarding the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") under separate cover.

(d) The parties acknowledge and agree that all notice obligations under Section 4(a) of the Employment Agreement have been satisfied. The Executive acknowledges and agrees that the ending of his employment is a termination by him other than for Good Reason for purposes of the Employment Agreement. The Executive further acknowledges and agrees that the payments and benefits set forth in this Agreement are the exclusive payments and benefits to be provided to the Executive in connection with the ending of his employment, and that he is not entitled to any other severance pay, benefits or equity rights, including without limitation pursuant to the Employment Agreement or any severance plan, or program or arrangement.

2. Post-Employment Consulting

(a) If the Executive (i) enters into, does not revoke and complies with this Agreement and (ii) does not resign his employment and is not terminated by the Company for Cause, in either case prior to the Transition Date (the "Conditions"), then immediately following the Transition Date, the Executive shall become a consultant to the Company and provide consulting services on an as-needed basis to the Company, working with the New CEO and at his request and direction (the "Consulting Services") until May 31, 2022, unless the Company sooner terminates the Consulting Services for Cause or the Executive terminates the Consulting Services for any reason (such actual period, the "Consulting Period").

(b) The Company shall pay the Executive a consulting fee of \$50,000 per month during the Consulting Period, pro-rated for any partial months. The Company shall pay the monthly consulting fee within 30 days after its receipt of an invoice containing a brief description of the Consulting Services performed during the applicable invoice period, as well as any other information reasonably requested by the Company. The Executive shall be solely responsible for payment of all charges and taxes arising from his relationship to the Company as an independent contractor. In conjunction with such Consulting Services, the Executive will be reimbursed for all pre-approved reasonable expenses that he incurs to perform such Consulting Services, subject to him providing documentation of such expenses consistent with Company policy.

(c) During the Consulting Period, the Executive shall be a "Consultant" and shall have an ongoing "Service Relationship" as those terms are defined in the Equity Documents. For

the avoidance of doubt, there will be no break in the Executive's Service Relationship with the Company for purposes of continued vesting.

(d) For acts or omissions of the Executive occurring during the Consulting Period, the Executive shall continue to be entitled to indemnification during the Consulting Period and for a period of ten years after the Transition Date, subject to the terms of the Executive's Indemnification Agreement with the Company (the "Indemnification Agreement"), and shall continue to be a covered person under any applicable insurance policy, during the Consulting Period and for a period of ten years after the Transition Date.

(e) During and after the Consulting Period, the Executive shall maintain the confidentiality of all of the Company's, Parent's and their respective affiliates' non-public, confidential information. This obligation is supplemental to, and not in lieu of, the Executive's Continuing Obligations (as defined below).

3. Extended Exercise Period. The Executive shall cease vesting in his equity awards on the last day of his Service Relationship with the Company (as defined in the Equity Documents). If the Executive satisfies the Conditions, then his stock options that are vested as of the last day of the Consulting Period will be exercisable until the earlier of (A) 12 months following the last day of the Consulting Period, and (B) the original 10-year expiration date for such vested options as provided in the applicable Equity Documents (the "Extended Exercise Period").

4. 2022 Bonus Compensation. If the Executive satisfies the Conditions, then he will be eligible for his fiscal 2022 annual bonus (the "2022 Bonus"), to be paid to the Executive if and when other executives receive their 2022 bonuses, which will be no later than May 15, 2022. The amount of the 2022 Bonus will be determined by the Board or the Compensation Committee thereof.

5. Benefits. If the Executive satisfies the Conditions, then for the twelve (12) month period immediately following the Transition Date, the Company shall arrange to provide the Executive life, disability, accident and health insurance benefits substantially similar to those provided to the Executive and his dependents immediately prior to the Transition Date, at a no greater after-tax cost to the Executive than the after-tax cost to the Executive immediately prior to the Transition Date. Benefits otherwise receivable by the Executive pursuant to this Section 5 shall be reduced to the extent benefits of the same type are received or made available to the Executive during the twelve (12) month period following the Transition Date (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive); provided, however, that the Company shall reimburse the Executive for the excess, if any, of the after tax cost of such benefits to the Executive over such cost immediately prior to the Transition Date. The benefits described in this Section 5 are referred to herein as the "Benefits".

6. General Release. In consideration for, among other terms, the opportunity to continue the Executive's service relationship and receive the associated consulting fees and vesting during the Consulting Period, and to receive the Extended Exercise Period, the 2022 Bonus and the Benefits, to which the Executive acknowledges he would not otherwise be entitled, the Executive irrevocably and unconditionally releases and forever discharges the Company, Parent, all of their respective affiliated and related entities, each of the foregoing's respective predecessors,

successors and assigns, employee benefit plans and the fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants, fiduciaries and agents of each of the foregoing in their official and personal capacities (collectively referred to as the “Releasees”) generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown, that, as of the date when the Executive signs this Agreement, he has, ever had, now claims to have or ever claimed to have had against any or all of the Releasees (“Claims”). This release includes, without limitation, the complete waiver and release of all Claims: arising in connection with or under the Employment Agreement, the Prior Agreement or any other agreement between the Executive and any of the Releasees; of breach of express or implied contract; of wrongful termination of employment, whether in contract or tort; of intentional, reckless or negligent infliction of emotional distress; of breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; of interference with contractual or advantageous relations, whether prospective or existing; of deceit or misrepresentation; of discrimination or retaliation under federal, state or local law, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act or the Massachusetts Fair Employment Practices Act, each as amended; under any federal, state, local or foreign statute, rule, ordinance or regulation; of promissory estoppel or detrimental reliance; of violation of public policy; for wages, bonuses, incentive compensation, vacation pay or any other compensation or benefits, whether under the Massachusetts Wage Act, or otherwise; for fraud, slander, libel, defamation, disparagement, personal injury, negligence, compensatory or punitive damages, or any other Claim for damages or injury of any kind whatsoever; and for monetary recovery, injunctive relief, attorneys’ fees, experts’ fees, medical fees or expenses, costs and disbursements. The Executive understands that this general release of Claims includes, without limitation, any and all Claims related to the Executive’s employment by the Company (including without limitation, any Claims against the Company or Parent in respect of any stock-based awards of any kind) and the termination of his employment, and all Claims as a stockholder or option holder arising up to and through the date that the Executive signs this Agreement. The Executive understands that this general release does not extend to any rights or claims that may arise out of acts or events that occur after the date on which the Executive signs this Agreement, or to Claims that cannot be released as a matter of law. The Executive represents that he has not assigned to any third party and has not filed with any agency or court any Claim released by this Agreement. This release does not affect the Executive’s rights or obligations under this Agreement, nor shall it affect the Executive’s rights, if any, to indemnification by the Company pursuant to the Company’s organizational documents or, if applicable, the Indemnification Agreement, or coverage, if any, under applicable directors’ and officers’ insurance policies.

7. Restrictive Covenants and Continuing Obligations

(a) Restrictive Covenants Agreement. The Executive acknowledges and agrees that the restrictive covenants set forth in Schedule 1 attached hereto (the “Restrictive Covenants Agreement”) were previously agreed to by the Executive for good and valuable consideration, are reasonable, have been in effect during his employment with the Company and remain in full force and effect. The terms of Schedule 1 are incorporated by reference herein.

(b) Return of Property. The Executive shall, upon the earlier of the end of the Consulting Period or a request by the Company, immediately return to the Company all

Company property, including, without limitation, his Company laptop, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (“Company Property”), without deleting or altering any Company or customer information. After returning all Company Property, the Executive commits to deleting and finally purging any duplicates of files or documents that may contain Company or customer information from any non-Company computer or other device that remains the Executive’s property after the Transition Date. The obligations contained in this Section 7(b) are supplemental to, and not in lieu of, any return of property obligations the Executive has pursuant to the Restrictive Covenants Agreement.

(c) Cooperation. During and after the Executive’s employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive’s full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive’s employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive’s performance of obligations pursuant to this Section 7(c).

(d) Noncompetition. In order to protect the Company’s proprietary information and goodwill, and in connection with the Executive’s separation from employment with the Company, the Executive agrees that until May 31, 2023 (the “Restricted Period”), the Executive shall not, anywhere in the world, commence employment with or render services, directly or indirectly, in any capacity, to any Competing Organization. “Competing Organization” means any person, entity or organization engaged in or with specific plans, of which the Executive has direct knowledge, to become engaged in research on, or development, production, marketing or selling of a Competing Product. “Competing Product” means any product, process or service of any person, entity or organization other than the Company, Parent or their affiliates, whether or not in existence, that competes or is likely to compete, directly or indirectly, with a product, process or service that is or was being developed, sold or marketed by the Company, Parent or their affiliates during the twenty-four (24) month period immediately preceding the ending of the Consulting Period. The Executive acknowledges that this covenant is necessary because the Company’s legitimate business interests cannot be adequately protected solely by the other covenants in this Agreement.

(e) Non-Disparagement. Subject to Section 10 of this Agreement, the Executive agrees not to take any action or make any statements (whether written, oral, through social or electronic media or otherwise) that are disparaging about or adverse to the business interests of the Company, Parent or any of the Releasees. The Executive further agrees not to take any

actions or conduct himself in any way that would reasonably be expected to affect adversely the reputation or goodwill of the Company or any of the Releasees.

8. Continuing Obligations; Injunctive Relief. The Executive acknowledges that the opportunity to continue his service relationship during the Consulting Period and receive the associated consulting fees and vesting, as well as to receive the Extended Exercise Period, the 2022 Bonus and the Benefits, is conditioned on his full compliance with Section 7 of this Agreement and the Restrictive Covenants Agreement (collectively, the “Continuing Obligations”). In the event that the Executive fails to comply with any of the Continuing Obligations, then in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to immediately terminate the Consulting Period, to terminate the Extended Exercise Period, the 2022 Bonus and the Benefits and/or to seek recovery of any previously paid compensation to the Executive under this Agreement (other than the Accrued Obligations). Such termination in the event of a breach by the Executive shall not affect the general release in Section 6 of this Agreement or the Executive’s obligation to comply with the Continuing Obligations. Further, the Executive agrees that any breach of the Continuing Obligations is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief, without the posting of a bond. If the Executive violates the Continuing Obligations, in addition to all other remedies available to the Company at law, in equity and under contract, the Executive agrees that the Executive is obligated to pay all the Company’s costs of enforcement of this Agreement, including reasonable attorneys’ fees and expenses.

9. Advice of Counsel. This Agreement is a legally binding document and the Executive’s signature will commit the Executive to its terms. The Company advises the Executive to consult with an attorney prior to signing this Agreement. The Executive acknowledges that he has carefully read and fully understands all of the provisions of this Agreement and that he is knowingly and voluntarily entering into this Agreement. In signing this Agreement, the Executive is not relying upon any promises or representations made by anyone at or on behalf of the Company.

10. Protected Disclosures. Nothing in this Agreement or otherwise limits the Executive’s (i) obligation to testify truthfully in any legal proceeding; (ii) right to file a charge or complaint with any federal agency or any state or local governmental agency or commission (together, a “Government Agency”); or (iii) ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency. If the Executive files any charge or complaint with any Government Agency and if the Government Agency pursues any claim on the Executive’s behalf, or if any other third party pursues any claim on the Executive’s behalf, the Executive waives any right to monetary or other individualized relief (either individually or as part of any collective or class action); provided that nothing in this Agreement limits any right the Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

11. Time for Consideration; Effective Date. The Executive acknowledges that he has been given the opportunity to consider this Agreement for 21 days before executing it (the

“Consideration Period”). To accept this Agreement, the Executive must return a signed, unmodified original or PDF copy of this Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If the Executive signs this Agreement before the end of the Consideration Period, the Executive acknowledges that such decision was entirely voluntary and that the Executive had the opportunity to consider this Agreement for the entire Consideration Period. For the period of seven (7) business days from the date when the Executive signs this Agreement, the Executive has the right to revoke this Agreement by written notice to the undersigned, provided that such notice is delivered so that it is received at or before the expiration of the seven (7) business day revocation period. This Agreement shall not become effective or enforceable during the revocation period. This Agreement shall become effective on the first business day following the expiration of the revocation period (the “Effective Date”). Notwithstanding the foregoing, the Company may withdraw the offer of this Agreement or may void this Agreement before the Effective Date if the Executive breaches any provision contained in this Agreement (including any provision of the Restrictive Covenants Agreement).

12. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. This Agreement, together with the Restrictive Covenants Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes and replaces any and all prior agreements and understandings between the parties concerning the subject matter hereof, including, without limitation, the Employment Agreement, provided that the Equity Documents (subject to the terms of this Agreement) and the Indemnification Agreement shall continue to be in full force and effect.

14. Waiver; Amendment. No waiver of any provision of this Agreement, including the Continuing Obligations, shall be effective unless made in writing and signed by the waiving party. The failure of the Company to require the performance of any term or obligation of this Agreement or the Continuing Obligations, or the waiver by the Company of any breach of this Agreement or the Continuing Obligations shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both the Executive and a duly authorized officer of the Company.

15. Taxes. The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or withholding from any payment or benefit.

16. Section 409A. To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

17. Acknowledgment of Wage and Other Payments. The Executive acknowledges and represents that, except as expressly provided in this Agreement, the Executive has been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to the Executive.

18. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

19. Interpretation. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either party or the “drafter” of all or any portion of this Agreement.

20. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

21. Assignment; Successors and Assigns. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenants Agreement) without the Executive’s consent to any affiliate or to any person or entity with whom the Company shall

hereafter effect a reorganization or consolidation, into which the Company merges or to whom it transfers all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns. In the event of the Executive's death after the Executive's termination of employment but prior to the completion by the Company of all payments due to the Executive under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to the Executive's death (or to the Executive's estate, if the Executive fails to make such designation).

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DYNATRACE LLC

By: /s/ Craig Newfield
Name: Craig Newfield
Title: SVP & General Counsel

Date: 11/15/2021

DYNATRACE, INC.

By: /s/ Jill Ward
Name: Jill Ward
Title: Chair of the Board of Directors

Date: 11/15/2021

EXECUTIVE

/s/ John Van Sicien
John Van Sicien

Date: 11/12/2021

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made between Dynatrace LLC, a Delaware corporation (the “Company”), Dynatrace, Inc., the parent of the Company (“Parent”) and Rick McConnell (the “Executive”) and is effective as of the date the Executive commences employment, which shall be no later than December 13, 2021 (the “Effective Date”).

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall employ the Executive and the Executive shall be employed by the Company pursuant to this Agreement commencing as of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the “Term”). The Executive’s employment with the Company will continue to be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. The Executive shall serve as the Chief Executive Officer of Parent (“CEO”) and shall have such powers and duties as may from time to time be prescribed by Parent’s Board of Directors (the “Board”). In addition, the Company shall cause the Executive to be nominated for election to the Board and to be recommended to the stockholders for election to the Board as long as the Executive remains CEO, provided that the Executive shall be deemed to have resigned from the Board and from any related positions upon ceasing to serve as CEO for any reason. The Executive shall be required to travel regularly to the Company’s office, currently located in Waltham, MA, and may be required to travel elsewhere on business from time to time. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not interfere with the Executive’s performance of the Executive’s duties to the Company. To the extent applicable, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company, Parent or any of their respective subsidiaries and affiliates upon the termination of the Executive’s employment for any reason. The Executive shall execute any documents in reasonable form as may be requested to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive’s initial base salary shall be paid at the rate of \$610,000 per year. The Executive’s base salary shall be subject to periodic review by the Board or the Compensation Committee of the Board (the “Compensation Committee”). The base salary in

effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for executive officers.

(b) Incentive Compensation.

(i) The Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive’s initial target annual incentive compensation shall be 100 percent (100%) of the Executive’s Base Salary (the “Target Bonus”), provided that any bonus for the year in which the Effective Date occurs shall be prorated based on the Effective Date. The actual amount of the Executive’s annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein, to earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(ii) The Executive shall be eligible to receive a one-time sign on bonus in the gross amount of \$250,000, less applicable deductions and withholdings (the “Sign On Bonus”), to be paid within 30 days following the Effective Date; provided that, if the Executive’s employment is terminated by the Company for Cause or if the Executive resigns other than for Good Reason (as such terms are defined below), in either case prior to March 31, 2023, the Executive shall repay the gross amount of the Sign On Bonus to the Company within 10 days following the Date of Termination (as defined below).

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its executive officers.

(d) Other Benefits. The Executive shall be eligible to participate in or receive benefits under the Company’s employee benefit plans in effect from time to time, subject to the terms of such plans.

(e) Paid Time Off. The Executive shall be entitled to take paid time off in accordance with the Company’s applicable paid time off policy for executives, as may be in effect from time to time.

(f) Equity.

(i) In connection with the commencement of the Executive’s employment and subject to the approval of the Compensation Committee, the Executive will be granted an award of **168,800** restricted stock units (the “Time-Based RSUs”). The Time-Based RSUs shall vest commencing on November 15, 2021 (the “Vesting Start Date”) as follows: 50% of the Time-Based RSUs shall vest in two equal installments upon the first and second anniversaries of the Vesting Start Date (“Two-Year Vesting RSUs”), and 50% of the Time-Based RSUs shall vest over four (4) years (“Four-Year Vesting RSUs”), with 25% of the Four-Year Vesting RSUs vesting upon the first anniversary of the Vesting Start Date and the remainder of the Four-Year

Vesting RSUs vesting in equal quarterly installments thereafter, subject to the Executive's continued service relationship on each such vesting date. The Time-Based RSUs shall be subject to the terms of and contingent upon the Executive's execution of a restricted stock unit award agreement (the "RSU Agreement").

(ii) In addition, in connection with the commencement of the Executive's employment and subject to the approval of the Compensation Committee, the Executive will be granted an award of **168,800** performance-based restricted stock units ("PSUs"), with 50% vesting based upon performance for the fiscal year ending March 31, 2023 and 50% vesting based upon performance for the fiscal year ending March 31, 2024 (with the same vesting schedule and metrics as applied to the special PSU grants made to executives in fiscal year 2022). The PSUs shall be subject to the terms of and contingent upon the Executive's execution of a performance-based restricted stock unit award agreement (the "PSU Agreement"), and will vest in accordance with the terms of the PSU Agreement. The PSU Agreement, together with the RSU Agreement and any applicable equity incentive plan(s), are collectively referred to herein as the "Equity Documents".

(iii) Notwithstanding anything to the contrary in the Equity Documents, (i) Section 5(b) of this Agreement shall apply in the event of a termination by the Company without Cause or by the Executive for Good Reason in either event outside of the Change in Control Period (as defined below) prior to March 31, 2023, and (ii) Section 6(a)(ii) of this Agreement shall apply in the event of a termination by the Company without Cause or by the Executive for Good Reason in either event within the Change in Control Period.

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of six (6) consecutive months in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is able to perform the essential functions of his then existing position or positions or is disabled and, if disabled, how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical

Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following:

(i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including (A) willful failure or refusal to perform material responsibilities that have been requested by the Board; (B) dishonesty to the Board with respect to any material matter; or (C) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes;

(ii) the commission by the Executive of acts satisfying the elements of (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud;

(iii) any misconduct by the Executive, regardless of whether or not in the course of the Executive's employment, that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries or affiliates if the Executive were to continue to be employed in the same position;

(iv) continued non-performance by the Executive of substantially all of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the Board;

(v) a willful breach by the Executive of any of the provisions contained in Section 8 of this Agreement or the Restrictive Covenants Agreement (as defined below);

(vi) a material violation by the Executive of any of the Company's written employment policies; or

(vii) the Executive's failure to reasonably cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a

termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, “Good Reason” shall mean that the Executive has completed all steps of the Good Reason Process (hereinafter defined) following the occurrence of any of the following events without the Executive’s consent (each, a “Good Reason Condition”):

(i) a material diminution in the Executive’s responsibilities, authority or duties (including without limitation, and for the avoidance of doubt, if during the Change in Control Period the Executive (i) no longer has at least the same or greater scope of responsibilities, authority, or duties as compared to the Executive’s responsibilities, authority, or duties to the Company’s operations prior to the Change in Control Period, (ii) no longer reports to the same or equivalent job title as the Executive reported to prior to the Change in Control Period, which materially reduces the Executive’s responsibilities, authority, or duties to the Company’s operations, or (iii) is assigned any duties materially inconsistent with the Executive’s status or role as CEO to the Company’s operations prior to the Change in Control Period);

(ii) a material diminution in the Executive’s Base Salary except for across-the-board salary reductions based on the Company’s financial performance similarly affecting all or substantially all senior management employees of the Company, or a failure by the Company to make any payment of compensation when due to the Executive;

(iii) a requirement that the Executive relocate his personal residence as a condition of employment; or

(iv) a material breach of this Agreement by the Company. The “Good Reason Process” consists of the

following steps:

(i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company’s efforts, for a period of not less than 30 days following such notice (the “Cure Period”), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and

- (v) the Executive terminates employment within 60 days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate)

(i) any Base Salary earned through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Obligations").

4. Notice and Date of Termination.

(a) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(b) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by death, the date of death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), the date on which a Notice of Termination is given or the date otherwise specified by the Company in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates employment for Good Reason as provided in Section 3(e), each outside of the Change in Control Period (as defined below), then, in addition to the Accrued Obligations, and subject to (i) the Executive signing a separation agreement and release in a form and manner satisfactory to the Company, which shall include, without limitation, a general release of claims against the Company and all related persons and entities, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive breaches any

of the Continuing Obligations, all payments of the Severance Amount shall immediately cease (the “Separation Agreement and Release”), and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), which, if and as applicable, shall include a seven (7) business or calendar day revocation period:

(a) the Company shall pay the Executive an amount equal to the sum of (i) 12 months of the Executive’s Base Salary, (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination to the extent not previously paid and that would have been paid if the Executive’s employment had not been terminated, and (iii) 100% of the Executive’s Target Bonus for the then-current year ((i), (ii) and (iii) collectively, the “Severance Amount”); and

(b) if the Date of Termination is before March 31, 2023, then notwithstanding anything to the contrary in the Equity Documents, the unvested Two-Year Vesting RSUs shall immediately accelerate in full and vest as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the “Accelerated Vesting Date”); *provided* that vesting of the Two-Year Vesting RSUs shall cease and be suspended from the Date of Termination until the effective date of the Separation Agreement and Release. Any termination of the unvested Two-Year Vesting RSUs that is subject to acceleration pursuant to this subsection that would otherwise occur on the Date of Termination in the absence of this Agreement will be delayed until the Accelerated Vesting Date as defined herein at which point such Two-Year Vesting RSU’s shall vest in full. For the avoidance of doubt, there will be no accelerated vesting unless and until Executive signs the Separation Agreement and Release referenced herein and such Separation Agreement and Release becomes effective; and

(c) subject to the Executive’s copayment of premium amounts at the applicable active employees’ rate and the Executive’s proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the 12 month anniversary of the Date of Termination; (B) the Executive’s eligibility for group medical plan benefits under any other employer’s group medical plan; or (C) the cessation of the Executive’s continuation rights under COBRA; *provided*, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company’s regular payroll dates.

The amounts payable under Section 5, to the extent taxable, shall be paid out in substantially equal installments in accordance with the Company’s payroll practice over 12 months commencing within 60 days after the Date of Termination; *provided*, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as “non-qualified deferred compensation” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), shall begin to be paid in

the second calendar year by the last day of such 60-day period; *provided*, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

6. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason within the Change in Control Period. The provisions of this Section 6 shall apply in lieu of, and expressly supersede, the provisions of Section 5 if (i) the Executive's employment is terminated either (a) by the Company without Cause as provided in Section 3(d), or (b) by the Executive for Good Reason as provided in Section 3(e), and (ii) the Date of Termination is within either 3 months before or 12 months after the occurrence of the first event constituting a Change in Control (such period, the "Change in Control Period"). These provisions shall terminate and be of no further force or effect after the Change in Control Period.

(a) If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e) and the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Obligations, and subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release but in no event more than 60 days after the Date of Termination:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to the sum of (i) 24 months of the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) and (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination to the extent not previously paid and that would have been paid if the Executive's employment had not been terminated ((i) and (ii) collectively, the "Change in Control Payment"); and

(ii) notwithstanding anything to the contrary in any applicable option agreement or other stock-based award agreement, all restricted stock awards, stock options and other stock-based awards subject to vesting held by the Executive (the "Unvested Equity Awards") shall immediately accelerate and become fully exercisable or nonforfeitable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); *provided* that the vesting of such Unvested Equity Awards shall cease and be suspended from the Date of Termination until the Accelerated Vesting Date as defined herein at which point the Unvested Equity Awards shall vest in full. For the avoidance of doubt, there will be no accelerated vesting unless and until Executive signs the Separation Agreement and Release referenced herein and such Separation Agreement becomes effective; and

(iii) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the

Executive if the Executive had remained employed by the Company until the earliest of (A) the 18 month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; *provided*, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates.

The amounts payable under this Section 6(a), to the extent taxable, shall be paid or commence to be paid within 60 days after the Date of Termination or, if later, the Change in Control; *provided*, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payments to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Code, shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 6(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination

is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 6(b) (i) shall be made by a nationally recognized accounting firm selected by the Company (the “Accounting Firm”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 6, the following terms shall have the following meanings:

“Change in Control” shall mean any of the following: (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity (or group of persons or entities acting in concert), (ii) a merger, reorganization or consolidation pursuant to which an unrelated person or entity (or group of persons or entities acting in concert), acquires shares of capital stock of 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), 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 Board. “Public Sale” means any sale pursuant to a registered public offering under the Securities Act or any sale to the public pursuant to Rule 144 promulgated under the Securities Act effected through a broker, dealer or market maker.

7. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement or otherwise on account of the Executive’s separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the Executive’s death. If any such delayed cash

payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

8. Continuing Obligations.

(a) Restrictive Covenants Agreement. As a condition of employment, the Executive is required to enter into the Employee Agreement containing, among other provisions, confidentiality and invention assignment obligations, attached hereto as Exhibit A (the “Restrictive Covenants Agreement”). For purposes of this Agreement, the obligations in this Section 8 and those that arise in the Restrictive Covenants Agreement and any other agreement

relating to confidentiality, assignment of inventions, or other restrictive covenants shall collectively be referred to as the “Continuing Obligations.”

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive’s use or disclosure of information, other than confidentiality restrictions (if any), or the Executive’s engagement in any business. The Executive represents to the Company that the Executive’s execution of this Agreement, the Executive’s employment with the Company and the performance of the Executive’s proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive’s work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive’s employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive’s full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive’s employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive’s performance of obligations pursuant to this Section 8(c).

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Continuing Obligations, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

(e) Protected Disclosures and Other Protected Action. Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a “Government Agency”) concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti- retaliation or whistleblower provisions of applicable federal or state law or regulation. In

addition, nothing contained in this Agreement limits the Executive's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive's ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenants Agreement for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

11. Withholding; Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

12. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; *provided*, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenants Agreement) without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; *provided* further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction then the Executive shall not be entitled to any payments, benefits or vesting pursuant to Section 5 or pursuant to Section 6 of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion

and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 8 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 5 and Section 6 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to both Section 5 and Section 6 of this Agreement.

19. Choice of Law; Venue; Advice of Counsel; This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof. All controversies arising from this Agreement must be filed and adjudicated in Massachusetts and you hereby consent to personal jurisdiction of the state and federal courts situated within Massachusetts or purposes of enforcing this Agreement, and you waive any objection that you might have to personal jurisdiction, venue or choice of law. You acknowledge and agree that you have been individually represented by legal counsel in negotiating the terms of this Agreement and the Restrictive Covenants Agreement including with respect to designating the venue in which a controversy arising from this Agreement or the Restrictive Covenants Agreement may be adjudicated and the choice of law to be applied.

20. Conditions. Notwithstanding anything to the contrary herein, the effectiveness of this Agreement shall be conditioned on (i) the Executive's satisfactory completion of reference and background checks, if so requested by the Company, and (ii) the Executive's submission of satisfactory proof of the Executive's legal authorization to work in the United States.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

DYNATRACE LLC

By: /s/ Craig Newfield
Name: Craig Newfield
Title: SVP & General Counsel

Date: November 15, 2021

DYNATRACE, INC.

By: /s/ Jill A. Ward
Name: Jill A. Ward
Title: Chair of the Board of Directors

Date: November 15, 2021

EXECUTIVE

/s/ Rick McConnell
Rick McConnell

Date: November 9, 2021



DYNATRACE ANNOUNCES CEO TRANSITION

CEO John Van Siclén to retire; Rick McConnell appointed as next CEO of Dynatrace

WALTHAM, Mass., November 15, 2021— Software intelligence company Dynatrace (NYSE: DT) and its Board of Directors today announced that its CEO and Director, John Van Siclén, plans to retire effective December 13, 2021. Rick McConnell, currently President and GM, Security Technology Group at Akamai Technologies, has been appointed as the Company's new CEO and Director, effective December 13, 2021. Mr. Van Siclén will remain as a consultant to the Company through May 31, 2022 to facilitate the CEO transition.

John Van Siclén has led Dynatrace since 2008, from a \$5 million start-up to a modern cloud observability leader that is now approaching \$1 billion in annual recurring revenue. Under his leadership, after a successful reinvention of its SaaS platform and business model, Dynatrace went public on the NYSE in the summer of 2019. Since then, Dynatrace continues to thrive and perform as one of the top IPOs of the 2019 class and one of the top Boston technology IPOs of the past 25 years.

John commented, "We have built Dynatrace into a durable, high-growth business. We have a fantastic team, a keen focus on customer success, and an incredible organic innovation engine. After 13 amazing years leading this great company, it's time for me to move on to the next phase in my life. The foundation is in place that makes it the right time for a new CEO to lead the company through its next phase of growth and market leadership, and Rick brings the scale, go-to-market expertise and cultural fit to do just that."

"We are so proud of the company's accomplishments under John's leadership," said Jill Ward, Chair of the Dynatrace Board of Directors. "The board has supported John's interest in retiring and, after a thorough search, we found a new leader ideally suited to take Dynatrace forward. Today, we are thrilled to announce the appointment of Rick McConnell as Dynatrace's incoming CEO."

Rick has served as President of Akamai for most of his ten years at the company. During his tenure, Akamai has grown from just over \$1 billion to nearly \$3.5 billion in revenue. Rick initially served as President, Products and Development, followed by President and General Manager of the Web Division, a role spanning products as well as global sales. Rick grew Akamai's security business from a few million dollars of revenue in 2011 to a \$1.3+ billion business growing 25% annually. Prior to Akamai, he was part of the early leadership team that built Cisco's multibillion-dollar Communications and Collaboration business. Rick joined Cisco when the company acquired Latitude Communications, where he was CEO.

"I am excited to join Dynatrace as its next CEO," said Rick McConnell. "Digital transformation is ubiquitous, and there is so much runway ahead. Dynatrace has a strong, growing, and differentiated leadership position in observability and is now entering the application security business, representing a dynamic adjacency with enormous potential. I am very much looking forward to leading Dynatrace through its next chapter of growth."

Chair of the Board Jill Ward said, "We thank John for his many years of leadership. As we go forward, we are confident in a smooth transition and Dynatrace's continued success with Rick as our next CEO."

About Dynatrace

Dynatrace provides software intelligence to simplify cloud complexity and accelerate digital transformation. With automatic and intelligent observability at scale, our all-in-one platform delivers precise answers about the performance and security of applications, the underlying infrastructure, and the experience of all users to enable organizations to innovate faster, collaborate more efficiently, and deliver more value with dramatically less effort. That's why many of the world's largest enterprises trust Dynatrace® to modernize and automate cloud operations, release better software faster, and deliver unrivalled digital experiences.

To learn more about how Dynatrace can help your business, visit <https://www.dynatrace.com>, visit our blog, and follow us on Twitter @dynatrace.

Cautionary Language Concerning Forward-Looking Statements

This press release includes certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding management's expectations of future financial and operational performance and operational expenditures, expected growth, and business outlook, and statements regarding the size of our market and our positioning for capturing a larger share of our market. These forward-looking statements include, but are not limited to, plans, objectives, expectations and intentions and other statements contained in this press release that are not historical facts and statements identified by words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates" or words of similar meaning. These forward-looking statements reflect our current views about our plans, intentions, expectations, strategies and prospects, which are based on the information currently available to us and on assumptions we have made. Although we believe that our plans, intentions, expectations, strategies and prospects as reflected in or suggested by those forward-looking statements are reasonable, we can give no assurance that the plans, intentions, expectations or strategies will be attained or achieved. Furthermore, actual results may differ materially from those described in the forward-looking statements and will be affected by a variety of risks and factors that are beyond our control including, without limitation, the effect of the COVID-19 pandemic on our business operations and demand for our products as well as its impact on general economic and financial market conditions, disruptions to our operations, reduced productivity and decreased customer demand for our products as a result of our CEO transition, our ability to maintain our subscription revenue growth rates in future periods, our ability to service our substantial level of indebtedness, market adoption of software intelligence solutions for application performance monitoring, digital experience monitoring, infrastructure monitoring, AIOps, business intelligence and analytics and application security, continued spending on and demand for software intelligence solutions, our ability to maintain and acquire new customers, our ability to differentiate our platform from competing products and technologies; our ability to successfully recruit and retain highly-qualified personnel; the price volatility of our common stock, and other risks set forth under the caption "Risk Factors" in our Form 10-Q filed on October 27, 2021 and our other SEC filings. We assume no obligation to update any forward-looking statements contained in this document as a result of new information, future events or otherwise.

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