

**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): June 5, 2023**

DYNATRACE, INC.

(Exact name of registrant as specified in its charter)

Delaware	001-39010	47-2386428
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1601 Trapelo Road, Suite 116	
Waltham, Massachusetts	02451
(Address of principal executive offices)	(Zip Code)

(781) 530-1000
Registrant's telephone number, including area 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 Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 5, 2023, Stephen Pace notified Dynatrace, Inc. (the “Company”) of his intention to retire as Chief Revenue Officer of the Company, and Mr. Pace and the Company entered into a Transition Agreement (the “Transition Agreement”). The terms of the Transition Agreement include: (i) Mr. Pace will continue to serve as the Company’s Chief Revenue Officer through the effective date of the commencement of employment of the Company’s new Chief Revenue Officer, which is expected to be July 5, 2023 (the “Transition Date”); (ii) from the Transition Date through October 4, 2023 or his earlier termination (the “Retirement Date”), Mr. Pace will continue employment with the Company and serve in such capacity and provide such transition assistance as the Company’s Chief Executive Officer or new Chief Revenue Officer may reasonably request; and (iii) until the Retirement Date, Mr. Pace will be paid his current base salary, remain entitled to participate in the Company’s employee benefit plans, continue to vest in his outstanding equity awards, continue to be entitled to indemnification and continue to be a covered person under any applicable insurance policy. The Transition Agreement includes a non-competition provision until October 4, 2024 and other standard provisions contained in agreements of this nature, including non-disparagement and cooperation and the requirement that Mr. Pace executes and does not revoke a release of claims against the Company and is not terminated by the Company for Cause (as defined in the Transition Agreement). 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.

Item 7.01. Regulation FD Disclosure.

On June 5, 2023, the Company issued a press release announcing the appointment of Daniel Zugelder as its new Chief Revenue Officer, effective on July 5, 2023. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is hereby incorporated herein by reference.

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

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	Transition Agreement, dated June 5, 2023, among Dynatrace LLC, Dynatrace, Inc. and Stephen Pace
99.1	Press Release issued by Dynatrace, Inc. dated June 5, 2023
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

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: June 5, 2023

DYNATRACE, INC.

By: /s/ Nicole Fitzpatrick
Name: Nicole Fitzpatrick
Title: Senior Vice President, General Counsel & Secretary

TRANSITION AGREEMENT

This Transition Agreement ("Agreement") is made between Dynatrace LLC, a Delaware limited liability company, Dynatrace, Inc., the parent of Dynatrace LLC ("Parent") and Stephen Pace (the "Executive"). Dynatrace LLC, Parent and their respective subsidiaries and other controlled affiliates are collectively referred to herein as the "Company," and the duties of the Company set forth in this Agreement may be discharged by any entity within that definition. 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 Revenue Officer ("CRO") and desires to assist in the transition of his responsibilities to the Company's new Chief Revenue Officer (the "New CRO"), and to resign his position as CRO effective as of the date of the commencement of employment of the New CRO and from all other positions held with the Company effective as of October 4, 2023 (or, if earlier, the date that the Executive no longer maintains a service relationship with the Company);

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, Dynatrace LLC, Parent and the Executive are parties to an Amended and Restated Employment Agreement effective as of March 23, 2023 (the "Employment Agreement"); and

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.

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) If the Executive (i) enters into, does not revoke and complies with this Agreement and (ii) is not terminated by the Company for Cause (as defined in the Employment Agreement), then the Executive shall be employed by the Company through October 4, 2023, or such earlier date as the Executive may elect to terminate his employment (such actual date, the "Date of Termination"), on the following terms:

(i) From the date hereof through the date that the New CRO commences employment with the Company, which is anticipated to be July 5, 2023 (such actual date, the "Transition Date"), the Executive shall continue to serve as the Company's CRO. Effective on the Transition Date, the Executive shall be deemed to have resigned his position as CRO and such resignation shall be deemed a "separation of employment" under the FY24Sales Incentive Plan. Effective from and after the Transition Date and through the Date of Termination, the Executive shall continue to be employed by the Company, serving in such capacity and providing such transition assistance as the Company's Chief Executive Officer (the "CEO") or New CRO may reasonably request.

(ii) From the date hereof through the Date of Termination, the Executive shall continue to work cooperatively and professionally with the Board and his colleagues and the New CRO, 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, (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"), and (iv) continue to be entitled to indemnification subject to the terms of the Executive's Indemnification Agreement with the Company (the "Indemnification Agreement") and continue to be a covered person under any applicable insurance policy.

(iii) The Company shall pay or provide to the Executive (i) any Base Salary earned through the Date of Termination; (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 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"). The Executive shall also be provided with information regarding the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") under separate cover.

(iv) Effective as of the Date of Termination, the Executive hereby resigns his employment from the Company and from any related positions with Dynatrace LLC, Parent and any of their respective subsidiaries and affiliates. The Executive agrees to execute any additional documents as may be requested to confirm or effectuate such resignations.

(b) The parties acknowledge and agree that all notice obligations under Section 4(a) of the Employment Agreement have been satisfied. The Executive and the Company each acknowledge and agree that the ending of the Executive's employment is a termination by him other than for Good Reason for purposes of the Employment Agreement outside of the Change in Control Period. The Executive acknowledges and agrees that the hiring of the New CRO shall not constitute "Good Reason" for purposes of the Executive's 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. General Release. In consideration for, among other terms, the opportunity to continue his employment with the Company through no later than October 4, 2023 (and receive the associated compensation, benefits and vesting), to which the Executive acknowledges he would not otherwise be entitled, the Executive irrevocably and unconditionally releases and forever discharges the Dynatrace LLC, 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 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 Dynatrace LLC 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 Parties understand 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.

3. Restrictive Covenants and Continuing Obligations

(a) Restrictive Covenants Agreement. The Executive acknowledges and agrees that the terms of the Employment Agreement by and between the Company and the Executive dated February 16, 2016 (the "Restrictive Covenants Agreement") continue to be in full force and effect. The Executive acknowledges and agrees that the obligations under the Restrictive Covenants Agreement shall apply with respect to each entity within the definition of "Company" and their respective successors and assigns, and any reference to Dynatrace LLC in the Restrictive Covenants Agreements shall include each Company entity and their respective successors and assigns.

(b) Return of Property. The Executive shall, on or before the Date of Termination (or an earlier date if requested by the Company), immediately return to the Company all Company property, including, without limitation, his Company 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. Notwithstanding the foregoing, the Executive will be permitted to keep his Company issued laptop so long as the Company's IT team can effectively create a mirror image of the laptop (without prior deletions or alterations) and then wipe all data off the laptop and remove it from the Company's information systems before transferring possession to the Executive. 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 other non-Company computer or other device that remains the Executive's property after the Date of Termination. The obligations contained in this Section

3(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 3(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 October 4, 2024 (the "Restricted Period"), the Executive shall not, anywhere in the United States or the world, commence employment with or render services, directly or indirectly, in any capacity, to any Competing Organization. "Competing Organization" means any vendor in the application performance monitoring and observability markets, including, without limitation, Datadog Inc., New Relic Inc., AppDynamics, Splunk Inc. and Elastic NV. 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. This Section 3(d) supersedes any other noncompetition obligations that the Executive has to the Company, including, without limitation, under the Restrictive Covenants Agreement. In the event of any conflict between this Section 3(d) and any other such restrictive covenant, this Section 3(d) shall govern.

(e) Non-Disparagement. Subject to Section 6 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 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.

4. Continuing Obligations; Injunctive Relief. The Executive acknowledges that he is required to comply with Section 3 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 terminate the Executive's employment for Cause, in which case the Executive shall be paid the Accrued Obligation and will not be entitled to any further compensation from the Company. Such termination in the event of a breach by the Executive shall not affect the general release in Section 2 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.

5. 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.

6. 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.

7. 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).

8. 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.

9. 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 and the Indemnification Agreement shall continue to be in full force and effect in accordance with their terms.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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).

18. 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. Delivery of an executed counterpart’s signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

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

DYNATRACE LLC

By: /s/ Rick McConnell
Name: Rick McConnell
Title: CEO

Date: June 5, 2023

DYNATRACE, INC.

By: /s/ Rick McConnell
Name: Rick McConnell
Title: CEO

Date: June 5, 2023

EXECUTIVE

/s/ Stephen Pace
Stephen Pace

Date: June 5, 2023



DYNATRACE ANNOUNCES CHIEF REVENUE OFFICER TRANSITION

CRO Steve Pace to retire; Dan Zugelder appointed as next CRO of Dynatrace

WALTHAM, Mass., June 5, 2023 - Dynatrace (NYSE: DT), the leader in unified observability and security, today announced that its Chief Revenue Officer (CRO), Steve Pace, plans to retire from the company and that Dan Zugelder will be appointed as the company's new CRO, effective July 5, 2023. Pace will stay on in an advisory capacity through the end of the company's fiscal second quarter to ensure a smooth transition.

Zugelder is currently Senior Vice President and General Manager, Americas, at VMware (NYSE: VMW), leading approximately 3,800 people in this role and accountable for over \$4 billion in annual revenue. Zugelder joined VMware as Senior Vice President, Global Accounts in 2018. Prior to VMware, he worked for 18 years at Dell EMC, where he held several key sales management positions, most recently serving as Senior Vice President, Global Accounts. Before joining Dell EMC, he spent 10 years at ADP in various sales and sales leadership roles.

"I am thrilled to announce Dan's appointment as CRO of Dynatrace," said Rick McConnell, Chief Executive Officer of Dynatrace. "He brings a wealth of valuable experience to the company, reflecting over 30 years in technology. His proven track record of executive management, sales leadership at significant scale, and global customer engagement make him the ideal person to spearhead Dynatrace's go-to-market strategies and revenue generation activities."

"I'm honored to be joining Dynatrace," said Zugelder. "With the rapid evolution of the cloud and resultant explosion in data, end-to-end observability and application security have become mandatory. Dynatrace's ability to provide precise, data-driven analytics and automation have proven to be key differentiators in the market. Building upon the strong go-to-market foundation that Steve and his team have in place, I am excited to play a key role in the next phase of growth for Dynatrace."

Steve Pace will retire after serving as Dynatrace's CRO for seven years and over 30 years as a sales, marketing, operations, and technology executive. Pace and his team have successfully extended the Dynatrace platform to power digital transformation initiatives in many of the world's largest and most influential organizations across every major industry vertical and in partnership with all major cloud solution providers.

"On behalf of the entire Dynatrace team, I'd like to thank Steve for his many contributions since joining the company in 2016," continued McConnell. "It has been a pleasure to watch Steve's proven and thoughtful leadership deliver consistent results. His contributions to building a world-class sales organization have positioned Dynatrace for sustainable, long-term growth. I am glad Steve will be with us for the next several months to ensure a smooth transition, and I wish him the best for the future."

About Dynatrace

Dynatrace exists to make the world's software work perfectly. Our unified platform combines broad and deep observability and continuous runtime application security with the most advanced AIOps to provide answers and intelligent automation from data at an enormous scale. This enables innovators to modernize and automate cloud operations, deliver software faster and more securely, and ensure flawless digital experiences. That is why the world's largest organizations trust Dynatrace® to accelerate digital transformation.

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. These forward-looking statements include, but are not limited to, Mr. McConnell's and Mr. Zugelder's comments, and any other statements that are not historical facts. 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 the risks set forth under the caption “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended March 31, 2023, 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.

Contacts

Investor Contact:
Noelle Faris
VP, Investor Relations
Noelle.Faris@dynatrace.com

Media Relations:
Jerome Stewart
VP, Communications
Jerome.Stewart@dynatrace.com