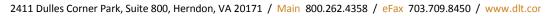## DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to Dynatrace LLC ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

    a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

    b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

    c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

    d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

    e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

    f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

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g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

Dynatrace and the Customer named in an Order Form that incorporates either by reference or attachment these terms and conditions (the "End-User Terms", and together with the Order Form, the "Agreement") agree as follows:

1. **DEFINITIONS**. The following terms have the meanings set forth below, unless otherwise indicated:

1.1. "Affiliate" means an entity that controls, is controlled by or is under common control with another entity, where "control" refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

1.2. "Applicable Privacy Laws" means, in relation to any Personal Data that is processed in the provision of the Dynatrace Offerings, the applicable legislation on the protection of identifiable individuals, including where applicable the General Data Privacy Regulation (Regulation (EU) 2016/679), the California Consumer Privacy Act ("CCPA") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

1.3. "Customer Data" means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer in connection with the Products.

1.4. "Customer Hosted Software" means the software provided in machine-readable object code form to a Customer as identified in an Order Form, and if applicable, new releases, versions and updates to the foregoing provided as part of Support or during the Term. Customer Hosted Software may, in Dynatrace's discretion, be offered on a perpetual basis or on a subscription basis for a limited term.

1.5. "Deliverable" means all works of authorship, formulas, algorithms, databases, scripts, modifications, configurations, logos, symbols, designs, and other inventions (whether patentable or not) that Dynatrace authors, makes, conceives, reduces to practice, develops or otherwise creates, either alone or jointly with others, while performing Professional Services.

1.6. "Documentation" means the then-current technical and non-technical specifications for a Product contained in the user, system, specification, support and configuration documentation made generally available to Dynatrace customers at www.dynatrace.com, through customer portals and otherwise.

1.7. "Dynatrace Materials" means all documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Products, including Deliverables, or that Dynatrace may develop or supply in connection with the Products, Professional Services or Deliverables.

1.8. "Dynatrace Offerings" means the Products, Support and Professional Services.

1.9. "Dynatrace Properties" means the Products, Documentation, Deliverables, and Dynatrace Materials, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

1.10. "Intellectual Property Rights" means (i) patents and patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how and any other form of intellectual or industrial property rights; (ii) any other protected rights or assets and any licenses and permissions in connection therewith; (iii) trademarks, trade names, logos, service marks, designs and other designations of source; in each case (i), (ii) or (iii), recognized in any country or jurisdiction of the world, and whether or not registered or able to be registered and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

1.11. "Open Source Software" means any open source, community, or other free code or libraries of any type, including, without limitation, any code which is generally made available on the internet without charge, such as, for illustrative purposes only, any code licensed under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or other licenses approved by the Open Source Initiative.

1.12. "Order Form" means each Dynatrace order form, product schedule, renewal quote or other order document signed by the duly authorized representatives of both parties, or Dynatrace quote which by its terms is accepted by the issuance of a purchase order by Customer or its authorized representative, which identifies the Product, Support and/or Professional Services ordered by Customer. An Order Form may include an SOW.

1.13. "Personal Data" means any information that by itself or in combination does or can identify a specific individual or as defined in the Applicable Privacy Laws.

1.14. "Privacy Policy" means the Dynatrace Privacy Policy, the current version of which is located on the Dynatrace website at https://www.dynatrace.com/company/privacy/.

1.15. "Products" means the Customer Hosted Software and SaaS Subscription.

1.16. "Professional Services" means any implementation, training, consulting, performance analysis or other professional services, provided by Dynatrace as set forth in an Order Form or in a SOW.

1.17. "Restricted Information" means any confidential or personal information that is protected by law and that requires the highest level of access control and security protection, whether in storage or in transit. Restricted Information includes, but is not limited to: electronic protected health information (ePHI as defined by the HIPAA and HITECH Acts), credit, debit or payment card information regulated by the payment card industry, information subject to the Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501-6505, and information classified as "special category data" (or similar term) under Applicable Privacy Laws.

1.18. "Statement of Work" or "SOW" means a written description of the Professional Services to be provided to Customer pursuant to the terms of the Agreement.

1.19. "SaaS Subscription" means the hosted services provided by or on behalf of Dynatrace to Customer pursuant to an Order Form, including the electronic reports, analyses, and statistical and performance related information generated by the SaaS Subscription.

1.20. "Support" means the Product updates and technical support services generally made available from time to time without charge to Dynatrace customers, or if applicable, to customers who have purchased premium Support or maintenance for Products licensed on a perpetual basis, as specified in the Dynatrace support policies.

1.21. "Term" means the period for Customer's access to the SaaS Subscription or use of the On-Premise Software (whether perpetual, limited or subscription) set forth in an Order Form.

1.22. "Subsidiary" means a subsidiary which is greater than fifty (50%) percent owned by a party.

1.23. "Users" means Customer or a Subsidiary's employees and Third-Party Users (as defined in Section 4), if applicable, for whom use and access has been purchased, or obtained for Evaluation.

2. **AGREEMENT; ORDER OF PRECEDENCE.** The Agreement governs the use by Customer and its Users of the Dynatrace Offerings. Each Order Form that incorporates these End-User Terms will constitute a separate Agreement and govern its own subject-matter and not any other subject-matter of these End-User Terms. In the event of a conflict between an Order Form and the End-User Terms, the End-User Terms will take precedence, except for (a) any matter that these End-User Terms expressly permit to be established or modified in an Order Form or SOW, or (b) any specific provision in an Order Form that expresses an intent to supersede a specified provision in these End-User Terms. If Customer issues a purchase order, Dynatrace hereby rejects and Customer hereby retracts any additional or conflicting terms appearing in the purchase order or other ordering materials submitted by Customer; Customer's purchases are solely based on the terms and conditions of these End-User Terms and the applicable Order Form, as offered by Dynatrace.

3. **PARTNER TRANSACTIONS**. These Dynatrace End-User Terms (with the exception of terms relating to delivery of and payment for the Dynatrace Offering) govern the use of any Dynatrace Offering purchased by an end-user in a resale transaction authorized by Dynatrace (an "End-User"). By its use of the Dynatrace Offering, such End-User agrees to and is bound by these Dynatrace End-User Terms, which are incorporated by reference into the contract for such resale transaction as if such End-User was a Customer hereunder.

Dynatrace LLC is, and End-User acknowledges Dynatrace LLC as, a third-party beneficiary of the Agreement.

4. **THIRD PARTY USERS.** Customer may designate its third-party contractor or vendor as a "User" (also referred to as "Third-Party User") as required to facilitate Customer's permitted use of the Products, provided that use and access by any Third-Party User must be under obligation of non-disclosure consistent with Section 15 (Confidentiality), solely for Customer's or its Subsidiary's internal business operations and benefit, and otherwise subject to the terms of the Agreement. Customer accepts responsibility for the acts or omissions of such Third-Party Users as if they were its own and agrees to enforce (and to assist Dynatrace in enforcing) the terms of the Agreement against Third-Party Users.

5. **LICENSE GRANT**. The license and use rights in the Product granted hereunder are subject to compliance by Customer and its Users with the Dynatrace End-User Terms and the applicable Order Form and may be suspended or terminated as set forth in Sections 8 (Pricing, Invoicing and Payments) or 17 (Term and Termination). Customer acknowledges and agrees that the right to use the Products is not subject to or contingent upon the delivery of any future modules, features, functionalities, upgrades or enhancements ("Future Products") or contingent on any comments by Dynatrace, whether oral or written, regarding Future Products.

5.1. **Customer Hosted Software**. Dynatrace grants Customer, during the Term, a limited, non-exclusive, non-transferable right and license (without the right to grant or authorize sublicenses) to install and use the Customer Hosted Software solely by Customer and its Users within the territory, scope, type of use and as otherwise set forth in the applicable Order Form and for which Customer has paid the applicable fees to process Customer Data for Customer's internal business purposes, in accordance with the Documentation and the Agreement. Customer may reproduce the Customer Hosted Software and Documentation as reasonably necessary to support its authorized use of the Customer Hosted Software, and for backup and archival purposes, provided such copies include the Dynatrace trademarks, trade names, logos, and notices present on the Customer Hosted Software and Documentation.

5.2. **SaaS Subscription**. Dynatrace grants Customer, during the Term, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Subscription including, without limitation, the reports and statistical data generated for Customer through its use of the SaaS Subscription, solely by Customer and its Users within the territory, scope, type of use and as otherwise set forth in the applicable Order Form and for which Customer has paid the applicable fees to process Customer Data for Customer's internal business purposes, in accordance with the Documentation and the Agreement.

5.3. **Trial License**. If the Customer has been provided evaluation access to the Products ("Trial Access"), Dynatrace grants Customer during the Trial Period, evaluation access to the Product(s) for the sole and exclusive purpose of enabling Customer to evaluate the Product subject to all restrictions set forth in the Agreement. Unless otherwise agreed, Trial Access will be available for fourteen (14) days, beginning on the date Dynatrace provides such access (the "Trial Period"). Products subject to Trial Access will not be put into productive use or included as part of Customer's business processes in any manner. In addition, Trial Access is provided "AS IS", with no warranties, of any kind, express or implied. Certain features may not be available for use during the Trial Period. Trial Access will automatically time-out at the end of the Trial Period without further notice and may be terminated by Dynatrace at any time and for any reason.

5.4. **Open Source Software**. Notwithstanding the foregoing license grants, these End-User Terms are not meant to change or supersede the terms of any Open Source Software license applicable to any portion of the Products. To the extent that the terms of any such license applicable to any portion of the Products conflict with the license grants set forth herein, the terms of such Open Source Software license will prevail.

6. **SUPPORT.** Dynatrace will provide Support for Products as specified in the relevant Order Form, subject to the payment of applicable fees set forth therein.

7. **PROFESSIONAL SERVICES.** This Section 7 (Professional Services) applies only to an Order Form that includes Professional Services.

7.1. **Statements of Work**. Dynatrace will provide the Professional Services identified in an Order Form, which may be further described in one or more SOWs, subject to these End-User Terms and the Professional Services Terms at https://www.dynatrace.com/company/legal/customers/ which are incorporated by reference into each SOW. Each SOW may include, without limitation: (i) a description of the scope and type of Professional Services; (ii) the location where the Professional Services will be performed; (iii) any Deliverables; (iv) the schedule for performance and delivery of Deliverables; and (v) additional fees, out of pocket expenses and payment terms applicable to the Professional Services. Dynatrace and Customer will cooperate to enable Dynatrace to perform the Professional Services according to the performance schedule and delivery terms in the SOW, if any, and Customer will perform any Customer obligations specified in the SOW. Dynatrace will not be liable to the extent its performance under a SOW is affected by Customer delay, failure to cooperate or to fulfill Customer obligations under the SOW.

7.2. **Deliverables**. Dynatrace retains all Intellectual Property Rights in the Deliverables and other works prepared by Dynatrace under the Agreement. Subject to Customer's compliance with the Agreement, Dynatrace hereby grants Customer a limited, non-exclusive, non-transferable, license to use and reproduce the Deliverables, solely for its internal business purposes with Customer's related use of the applicable Product. Notwithstanding any other provision of the Agreement, (i) nothing herein will be construed to assign or transfer any Intellectual Property Rights in the Dynatrace Materials used by Dynatrace to develop the Deliverables, and to the extent such Dynatrace Materials are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables.

8. PRICING, INVOICES, AND PAYMENTS.

8.1. **Pricing and Invoicing**. Prices and invoice instructions for the Dynatrace Offerings are set forth in the applicable Order Form. Fees may be invoiced in advance, as set forth in the applicable Order Form. Additional charges will apply in the event Customer's usage of the Product exceeds the purchased consumption set forth in an Order Form for that Product. Except as provided under these End-User Terms, Orders may not be cancelled or reduced during the Term.

8.2. **Payments.** Unless otherwise specified in an Order Form, Customer will pay Dynatrace the amounts set forth on any invoice issued pursuant to the Agreement in the specified currency within thirty (30) days of the date of the invoice. Payment obligations for all Dynatrace Offerings are non-cancelable, and fees are non-refundable except as otherwise provided in the Agreement. Unless otherwise provided in an Order Form or SOW, Dynatrace may impose a late payment charge not to exceed the maximum rate allowed by law. If Customer fails to pay any fee due under an Order Form or these End-User Terms, without limitation of any of its other rights or remedies, Dynatrace may suspend performance until Dynatrace receives all past due amounts from Customer. Should Dynatrace be forced to commence legal action to collect fees owed, Dynatrace is entitled to recover its attorneys' fees and other direct costs of collection. Customer understands that one or more invoices may be issued under each Order Form, that multiple Order Forms may be executed under these End-User Terms, that Customer shall have no right to set-off, deduct from or reduce payments owed under any Order Form in respect of any claim against or obligation of Dynatrace whatsoever, and that Customer's obligation to pay for products or services ordered under one Order Form is separate from, and not contingent on delivery or performance of other products or services ordered under any other Order Form. In the event of a good faith dispute for payment on any invoice, Customer will, within fifteen (15) days of receipt of the invoice, notify Dynatrace in writing of the dispute and the parties will use commercially reasonable efforts to resolve such dispute. Undisputed amounts remain payable as provided herein and in the relevant Order Form.

8.3. **Purchase Order(s).** Customer acknowledges that Customer may provide a purchase order number or copy of its purchase order to Dynatrace for Customer's administrative convenience, and that Dynatrace has the right to issue an invoice and collect payment without a corresponding purchase order. On request, Dynatrace will reference the purchase order number on its invoices, provided the purchase order references the Order Form and is received reasonably prior to the date of the invoice. Customer agrees that purchase orders do not have to be signed by Customer to be valid.

8.4. **Delivery**. Products are made available by electronic delivery. Products are deemed to be delivered and

accepted on issuance of the license key or when electronic notice is sent that the purchased Products are available.

9.   **TAXES AND DUTIES.** Customer will pay all sales, seller's use, VAT, GST or similar taxes ("Transaction Taxes") due under the Agreement, except for taxes based on Dynatrace net income, unless Customer provides Dynatrace with a properly completed exemption certificate. Transaction Taxes will be separately stated on a Dynatrace invoice. Except as specifically identified in an Order Form, all prices are exclusive of all taxes, duties, withholdings and other governmental assessments.

If Customer is required to pay any such taxes to taxing authorities, directly or through withholding obligations, Customer will deduct the amount of such taxes from any amounts due to Dynatrace hereunder and promptly pay that amount to the relevant taxing authority. Customer will provide Dynatrace with documentation evidencing the payment or withholding of any such taxes to the proper taxing authorities.

10.   **RESTRICTIONS.** Customer will not, and will take commercially reasonable steps to ensure that its employees, agents, Users and Affiliates do not: (i) use the Dynatrace Properties in contravention of any applicable laws or government regulations, including, without limitation, applicable privacy laws or in violation of this Agreement; (ii) except and to the extent specifically permitted by applicable law, reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the object code, source code or underlying ideas, methodologies or algorithms of the Dynatrace Properties; (iii) modify, adapt, translate, or create derivative works based on any element of the Dynatrace Properties; (iv) sublicense, rent, lease, distribute, publish, sell, resell, assign, or otherwise commercially exploit or transfer its rights to use any Product or Deliverable, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (v) use the Products or Deliverables for any purpose other than their intended purposes; (vi) introduce any malicious code or Open Source Software into any Product or Deliverable; (vii) disclose passwords, usernames, or other account information to any third party, except an authorized Third Party User; (viii) access or use any Product or Deliverable for competitive analysis or to design, create, offer or build a product or service that is competitive with or uses ideas, features or functions similar to any Dynatrace product or service; or (ix) make the Products or any portion thereof available for public use or for use, access, display, searching or retrieval by, or on behalf of, any third party.

11.   **OWNERSHIP.**

11.1.   **General**. Customer acknowledges and agrees that this is not an agreement for custom development or "work for hire", and as such, Customer will not acquire any ownership rights in the Dynatrace Properties.

11.2.   **Dynatrace Properties; Feedback**. As between Dynatrace and Customer, all right, title and interest in the Dynatrace Properties, and all suggestions, ideas and feedback proposed by Customer regarding the Dynatrace Properties, including all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Dynatrace or its licensors, as applicable. Customer hereby does and will irrevocably assign to Dynatrace all evaluations, ideas, feedback and suggestions made by Customer to Dynatrace regarding the Dynatrace Properties (collectively, "Feedback") and all Intellectual Property Rights in the Feedback.

11.3.   **Customer Data**. As between Dynatrace and Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to Dynatrace a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Dynatrace to provide any Dynatrace Offerings to Customer, subject to compliance by Dynatrace with its confidentiality obligations under Section 16 (Confidentiality). Subject to Applicable Privacy Laws, Dynatrace may monitor and collect data resulting from the use of the Dynatrace Offerings by Customer. Customer agrees that such data (excluding Personal Data) will be used for license compliance, support, and to improve Dynatrace's current and future offerings, and may, if aggregated and not identifying Customer, also be used by Dynatrace for industry analysis, benchmarking and analytics.

12.   **WARRANTIES.**

12.1. **Mutual Warranty.** Each party represents, warrants and covenants that: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (ii) its acceptance of and performance under this Agreement will not breach any agreement with any third party or any obligation owed by it to any third party.

12.2. **Limited Warranties and Remedies**. The following limited warranties apply only to the extent that Customer has purchased the applicable Dynatrace Offering:

12.2.1. **Dynatrace Products**. Dynatrace warrants that the Products will operate substantially in compliance with the applicable Documentation for a period of ninety (90) days after notice of availability for download in the case of Customer Hosted Software, or during the Term in the case of SaaS Subscription, provided that the Products have been properly installed and always used as described in the applicable Documentation, and have not been modified or added to other than by Dynatrace. If the Product does not perform as warranted during the warranty period, Dynatrace will undertake, at its sole option and as Customer's exclusive remedy for breach of this warranty, to (i) correct the non-conformance, (ii) to replace the Customer Hosted Software, or (iii) if Dynatrace determines that it is not commercially reasonable or possible to correct a material non-conformity within a reasonable time from receipt of written notice from Customer detailing the warranty claim, the Order Form for the affected Product will be cancelled and Dynatrace will refund any unused prepaid fees for the affected Product.

12.2.2. **Professional Services**. Dynatrace will use commercially reasonable efforts to perform the Professional Services and deliver the Deliverables according to the specifications, if any, set forth in the relevant Order Form and SOW. If Dynatrace fails to do so and Customer notifies Dynatrace within 30 days of the date the Professional Services were performed, Dynatrace will undertake at its sole option and as Customer's exclusive remedy for breach of this warranty, to (i) re-perform the non-conforming Professional Services, or (ii) if Dynatrace determines that re-performance is not commercially reasonable, the SOW for the affected Professional Services will be cancelled and Dynatrace will refund to Customer any pre-paid fees corresponding to the affected Professional Services.

12.2.3. **SaaS Subscription**. Customer acknowledges that factors such as changes by Customer to its monitoring profile, network issues, versions of Customer applications, corrupted, incomplete and/or interrupted data received by Dynatrace from Customer's site(s), or other technical limitations described in the Documentation may have a material impact on the accuracy, reliability, availability and/or timeliness of results, and Dynatrace shall not be responsible for any such factors beyond its reasonable control. Customer shall be responsible for all content or materials originating or transmitting from its Web site(s).

12.3. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTION 12.1 AND 12.2, DYNATRACE DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DYNATRACE DOES NOT WARRANT THAT: (A) THE USE OF ANY DYNATRACE PRODUCT OR DELIVERABLES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE PRODUCTS OR DELIVERABLES OR ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE; OR (D) THE PRODUCTS OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR THAT ERRORS OR DEFECTS THEREIN WILL BE CORRECTED. DYNATRACE OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DYNATRACE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

13. **DYNATRACE INDEMNITY.**

13.1. **IP Claims**. Dynatrace, at its expense, will defend Customer and its Affiliates and their respective officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that the Product received by Customer under the applicable Order Form, as of the delivery date, infringe any copyright or misappropriate any trade secret and will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or final award) incurred by the Customer Indemnified Parties directly from any such Third-Party Claim. Notwithstanding anything to the contrary in this Agreement, the foregoing obligations will not apply with respect to a claim of infringement that arises out of (i) infringing or illegal Customer Data; (ii) use of the Dynatrace Product in combination with any software, hardware, network, technology or system not supplied by Dynatrace where the alleged infringement relates to such combination; (iii) any modification or alteration of the Product other than by Dynatrace; (iv) Customer's continued use of the Product after Dynatrace notifies Customer to discontinue use because of an infringement claim; (v) use of the Product other than as authorized under this Agreement; or (vi) failure to implement an update, upgrade or bug fix that Dynatrace has provided at no charge where such implementation may avoid infringement.

13.2. **Mitigation.** If any Third-Party Claim which Dynatrace is obligated to defend has occurred, or in Dynatrace's determination, is likely to occur, Dynatrace may, at its option (i) obtain for Customer the right to continue using the Product; (ii) replace or modify the Product so that it avoids such claim; or if such remedies are not reasonably available, terminate Customer's license for the infringing Product or Deliverable and provide Customer with a refund of any unused fees Customer prepaid to Dynatrace for the infringing Product or Deliverable, provided however that with respect to infringing Products which were licensed to Customer for a perpetual term, such refund is pro-rated equally over a thirty-six (36) month period from the date of delivery of such Product. If such termination materially affects Dynatrace's ability to meet its remaining obligations under the relevant Order Form then Dynatrace may, at its option and upon written notice, terminate the Order Form, in whole or in part.

13.3. **Procedures.** Dynatrace's obligations under this Section 13 are conditioned upon (i) being promptly notified in writing of any Third-Party Claim, (ii) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (iii) the Customer Indemnified Parties providing all reasonable assistance (at Dynatrace's expense and reasonable request) in the defense of such Third-Party Claim. In no event will a Customer Indemnified Party settle any claim without Dynatrace's prior written approval. The Customer Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to Dynatrace's right to control the defense and settlement.

13.4. **Sole Remedy**. THE TERMS OF THIS SECTION 13 STATE DYNATRACE'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY DYNATRACE PRODUCT, DELIVERABLE, OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF DYNATRACE WITH RESPECT THERETO.

14. CUSTOMER INDEMNITY.

14.1. **Use Claims**. Customer will, at its expense, defend Dynatrace, its Affiliates, licensors and their respective officers, directors and employees (the "Dynatrace Indemnified Parties") from and against any and all Third-Party Claims which arise out of or relate to: (i) a claim or threat that the Customer Data infringes, misappropriates or violates any third party's privacy or Intellectual Property Rights; (ii) Customer's use or alleged use of the Product or Deliverables other than as permitted under this Agreement; (iii) legal proceedings for the purpose of obtaining Customer Data from Dynatrace; or the occurrence of any of the exclusions set forth above in Sections 13.1(i) through (vii). Customer will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) incurred by the Dynatrace Indemnified Parties from any such Third-Party Claim.

14.2. **Procedures**. Customer's obligations under this Section 14 are conditioned upon (i) being promptly notified in writing of any Third-Party Claim under this Section, (ii) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (iii) the Dynatrace Indemnified Parties providing all

reasonable assistance (at Customer's expense and reasonable request) in the defense of such Third-Party Claim. In no event will a Dynatrace Indemnified Party settle any claim without Customer's prior written approval. The Dynatrace Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to the Customer's right to control the defense and settlement.

15. CONFIDENTIALITY.

15.1. **Definition of Confidential Information**. "Confidential Information" means any and all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of this Agreement, information related to either party's technology, products, know-how, trade secrets, whether or not patentable or copyrightable, security reports, specifications, customers, business plans, pricing information, promotional and marketing activities, finances and other business affairs, Dynatrace Properties and anything else created or developed by Dynatrace in connection with this Agreement and the Dynatrace Offerings. Customer will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Dynatrace Properties.

15.2. **Nondisclosure Obligations**. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under this Agreement, and by Dynatrace to improve the Dynatrace Offerings (the "Purpose"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, Affiliates, agents, advisors, or representatives ("Representatives") who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 15. Each party accepts responsibility for the actions of its Representatives and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

15.3. **Exceptions to Confidential Information**. "Confidential Information" does not include information which: (i) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.

15.4. **Injunctive Relief**. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

16. LIMITATION OF LIABILITY.

16.1. THE CUMULATIVE LIABILITY OF DYNATRACE AND ITS AFFILIATES OTHER THAN AS PROVIDED IN SECTION 13 (DYNATRACE INDEMNITY) WILL NOT EXCEED THE ANNUAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE DYNATRACE OFFERING AT THE TIME THE CLAIM ARISES. FOR PRODUCTS LICENSED TO CUSTOMER FOR A PERPETUAL TERM, THE LIABILITY CAP WILL BE BASED ON AN EQUAL PRORATION OF THE PREPAID AMOUNT OVER THREE (3) YEARS FROM DELIVERY OF THE PRODUCTS.

16.2.　DYNATRACE WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF DATA OR COST OF COVER, EVEN IF DYNATRACE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

16.3.　THE WAIVERS AND LIMITATIONS IN THIS SECTION 16 APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

16.4.　DYNATRACE DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

17.　TERM AND TERMINATION.

17.1.　**End-User Terms**. These End-User Terms may be updated from time to time by Dynatrace, provided that no such update or modification will apply to Order Forms previously executed between the parties.

17.2.　**Term of Order Form; SOW**. Each Order Form or SOW incorporating the Dynatrace End-User Terms begins on its effective date and, unless earlier terminated under Section 17.3, continues in effect through the Term set forth therein, or for SOWs, the Service Period as defined therein.

17.3.　**Termination for Cause**. Either party may terminate any Order Form or SOW incorporating the End-User Terms in whole or in part, for cause (i) on 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors**.** In addition, Dynatrace may terminate any or all Order Forms or SOWs with Customer incorporating these End-User Terms, on written notice in the event (A) Customer fails to pay any amounts due hereunder, and such failure continues more than 10 days after written notice by Dynatrace thereof; or (B) Customer infringes Dynatrace's Intellectual Property Rights, including without limitation through exploitation of a Dynatrace Offering in excess of the license to use or access granted in this Agreement, including any limitation on scope, nature, type, term, purpose, consumption, or users. Customer is solely responsible for its actions and the actions of its Users.

17.4.　**Other Termination.** In the event it becomes illegal for Dynatrace to perform any aspect(s) of this Agreement, then Dynatrace will be excused from performance or may terminate this Agreement to the extent necessary to comply with applicable laws, rules or regulations, without any liability for breach or termination.

17.5.　**Effect of Termination or Expiration of Agreement**.

17.5.1.　**Termination of Order Form; SOW**. On termination or expiration of an Order Form (other than the termination by Customer under Section 17.3 of an Order Form for Product licensed for a perpetual term), Customer's license or subscription to the Product purchased thereunder will terminate and Customer and Users will immediately cease to use SaaS Subscription and either uninstall or destroy the Customer Hosted Software. Upon request by Dynatrace, Customer will certify in writing to Dynatrace that all copies of such Customer Hosted Software are no longer in use. Dynatrace will make any remaining Customer Data stored in the SaaS Subscription available on request by Customer in the format in which it is stored in the SaaS Subscription for up to thirty-five (35) days following the effective date of termination. After such period, Dynatrace will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. For the avoidance of doubt, except in the case of termination following Customer's infringement of Products as provided in Section 17.3 above, termination of one Order Form will not terminate any other Order Form or other Agreement.

17.5.2. **Refund or Payment upon Termination for Cause**. If an Order Form or SOW is terminated by Customer in accordance with Section 17.3 (Termination for Cause), Dynatrace will refund Customer any unused prepaid fees for the Dynatrace Offering terminated, provided however that with respect to Products licensed to Customer for a perpetual term, such refund is pro-rated equally over a thirty-six (36) month period from the date of delivery of the Product. If an Order Form is terminated by Dynatrace in accordance with Section 17.3 (Termination for Cause), Customer will pay Dynatrace any unpaid fees and expenses covering the remainder of the term of such terminated Dynatrace Offering.

18. **SURVIVAL.** The following provisions will survive expiration or termination of this Agreement: (i) any payment obligations of Customer hereunder; (ii) 8 (Pricing, Invoicing, and Payments), 9 (Taxes and Duties), 10 (Restrictions), 11 (Ownership), 13 (Dynatrace Indemnity), 14 (Customer Indemnity), 15 (Confidentiality), 16 (Limitation of Liability), 17 (Term and Termination), 25 (Notices), 26 (Governing Law), and (iii) any rights (including surviving perpetual licenses) or obligations which are expressed to, or by their nature will, survive. The expiry or termination of this Agreement does not affect any rights which accrued before the date of expiry or termination.

19. **LICENSE COMPLIANCE**. Customer agrees that Dynatrace tracks and records usage of Customer's purchased consumption units, licenses, subscriptions and services. Customer will, without prejudice to other rights of Dynatrace, address any non-compliance identified by Dynatrace by promptly paying additional fees at Dynatrace's then-current list price, which may include reinstatement charges if applicable for lapsed Support contracts.

20. **INDEPENDENT CONTRACTORS.** The parties are independent contractors and will so represent themselves in all regards.

21. **FORCE MAJEURE.** Excluding payment obligations, neither party will be liable for delay or default in the performance of their respective obligations if the delay or default is caused by conditions beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism (whether actual or threatened), riot or civil unrest, failure of electrical, Internet, co-location or telecommunications service, non-Dynatrace applications, denial of service or similar attacks, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, epidemics, quarantines, or energy crises.

22. **ASSIGNMENT.** Neither party may transfer or assign this Agreement, in whole or in part, without the other's prior written consent. A transfer or assignment upon a change of control, through a merger, consolidation, reorganization, operation of law or otherwise, will be deemed a transfer or assignment for purposes of this Agreement that requires the other party's prior written consent. Notwithstanding the foregoing, Dynatrace may, without Customer's consent assign this Agreement or any Order Form or agreement incorporating these End-User Terms, to any of its Affiliates, or to an entity who acquires all or substantially all of its business or assets, or in connection with a change in control of Dynatrace (through merger, consolidation, reorganization, operation of law or otherwise). Any assignment in violation of this Section will be void *ab initio* and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

23. **COMPLIANCE WITH LAWS**.

23.1. Dynatrace will comply with all laws and regulations applicable to its provision of the Dynatrace Offering. However, Dynatrace is not responsible for compliance with any laws or regulations that apply to Customer or Customer's industry that are not otherwise applicable to Dynatrace. Dynatrace does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident notification terms of Section 24 below.

23.2. Customer must comply with all laws and regulations applicable to its use of the Dynatrace Offerings, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, and for determining whether the Products are appropriate for storage and processing of information subject to any specific law or regulation.

24. DATA PROTECTION AND SECURITY.

24.1. **General.**

24.1.1. Data Security. Dynatrace has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction. Notwithstanding the foregoing, Customer is responsible for its configuration of data privacy settings in the Products as described in the Documentation, its secure use of the Products, including securing its account authentication credentials, protecting the security of Personal Data when in transit to and from the SaaS Subscription or Dynatrace and taking any appropriate steps to securely encrypt or backup any Personal Data uploaded to the SaaS Subscription or otherwise provided to Dynatrace.

24.1.2. If Dynatrace becomes aware of any unlawful access to any Personal Data stored on Dynatrace equipment or in a Dynatrace facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Data (each a "Security Incident"), Dynatrace will notify Customer of the Security Incident without undue delay (provided that such notification may be delayed as required by a law enforcement agency) and take commercially reasonable steps to comply with its obligations under Applicable Privacy Laws pertaining to responding to a Security Incident. Dynatrace's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Dynatrace of any fault or liability with respect to the Security Incident. Customer must notify Dynatrace promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Subscription.

24.1.3. Customer acknowledges that use of the Dynatrace Offerings does not require and is not intended for the collection, storage or other processing of Restricted Information; therefore, under no circumstances will Customer upload or otherwise provide to Dynatrace any Restricted Information. In the event that Restricted Information is inadvertently provided, Dynatrace will treat it in the same way as it treats Personal Data under this Agreement.

24.2. **Data Processing Agreement.** To the extent Dynatrace processes any Personal Data on Customer's behalf that is subject to GDPR, the terms of the Data Processing Agreement located at https://assets.dynatrace.com/global/legal/Dynatrace-GDPR-Addendum-May-1-2018.pdf, which is incorporated by reference, shall apply.

24.3. **CCPA**. To the extent Dynatrace receives personal information on Customer's behalf that is subject to the CCPA, Dynatrace (i) certifies that it understands and will comply with its obligations as a service provider under the CCPA, and (ii) will not (a) sell such personal information or (b) retain, use, or disclose such personal information other than for the specific business purpose of performing the services for Customer as contemplated under the Agreement or as otherwise permitted by the CCPA.

Customer is responsible for ensuring its compliance with the requirements of the CCPA in its use of the services Dynatrace provides to Customer and its own processing of personal information.

The terms used in this Section 24.3 have the meanings given under the CCPA.

25. NOTICES.
Either party may give notice by written communication, sent by first class postage prepaid mail or nationally recognized overnight delivery service, to the other party's address as specified in this Agreement. Customer may send notices to Dynatrace at 1601 Trapelo Road, Suite 116, Waltham, MA 02451, Attention: General Counsel, with a copy to legalnotices@dynatrace.com. Dynatrace may send notices to Customer at the address set forth at the top of the Order Form incorporating these Terms. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section.

26. CUSTOMER REFERENCE.
Customer agrees that Dynatrace may reference the Customer as a Dynatrace customer, subject to Customer's trademark and logo usage guidelines provided by Customer, and that occasionally, after Customer review, Dynatrace may issue a press release and case study.

27. GOVERNING LAW.
This Agreement will be governed by and construed in accordance with the laws of

the State of Delaware without regard to its conflicts of law principles. The parties hereby consent to the personal and exclusive jurisdiction of the federal and state courts of the State of Delaware. If the entity selling the Dynatrace Offerings is an Affiliate of Dynatrace LLC, this Agreement will be governed by the laws of the country in which such Dynatrace Affiliate is situated, and the parties consent to the exclusive jurisdiction of the courts where such Dynatrace Affiliate is located, or in the event of multiple offices, where the head office of such Affiliate is located. If any provision of this Agreement is contrary to and in violation of an applicable law of any governmental unit in such country, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions of this Agreement will remain in effect. The parties agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

28. **EXPORT CONTROLS.** Customer agrees to comply with applicable U.S. Government, EU and UN export and re-export laws, regulations and requirements. Customer further certifies that it will not export or re-export any software that may be subject to such laws, regulations and requirements, to any location, or to any end-user, or for any end-use, without first obtaining any export license, permit or other approval that may be required. Without limiting the foregoing, Customer specifically agrees that it will not export or re-export any software subject to export and re-export laws to (1) any Group E country listed in SUPPLEMENT NO. 1 TO PART 740 – COUNTRY GROUPS and the Crimea Region of Ukraine or (2) any company, entity or person listed as a party of concern found here http://2016.export.gov/ecr/eg_main_023148.asp, or (3) for any end-use related to the development, production or use of nuclear, chemical or biological weapons or missiles.

29. **ANTI-CORRUPTION.** The parties agree to:

    (a)   comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

    (b)   not engage in any activity, practice or conduct which would constitute an offence under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

    (c)   have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with these laws and will enforce them where appropriate;

    (d)   promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; immediately notify the other party in writing if a foreign public official becomes an officer or employee of the party or acquires a direct or indirect interest in the party;

    (e)   for the purpose of this Section 29 (Anti-Corruption), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. For the purposes of this Section 29 (Anti-Corruption), a person associated with a party includes any subcontractor of the party.

30. **MISCELLANEOUS.** This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, written or oral, with respect to the subject matter hereof. Each party acknowledges that it has participated in negotiating this Agreement and agrees that contractual ambiguities are not to be construed in favor of or against any party based on its role in drafting this Agreement. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. If any provision of this Agreement will be declared invalid, the entire Agreement will not fail on its account, and that provision will be severed, with the balance of this Agreement continuing in full force and effect. This Agreement may only be amended in writing signed by both parties.