

Professional Services | Dynatrace

1. Definitions

In this section:

- (a) **Confidential Information** means any and all non-public information disclosed by Dynatrace or Cenitex (a **Disclosing Party**) to the Customer, in any form or medium, whether oral or written, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary;
- (b) **Customer Data** means that is ingested into, and processed by, the Dynatrace platform from the Customer's data sources, and the data insights generated by the Dynatrace platform for the benefit of the Customer (excluding Dynatrace materials). For example, the Customer's monitoring data and the underlying root cause of a Customer system performance problem;
- (c) **Documentation** means the then-current technical and non-technical specifications applicable to the Dynatrace platform contained in the user, system, specification, support and configuration documentation made generally available to Dynatrace customers;
- (d) **Dynatrace** means Dynatrace Asia-Pacific Pty Ltd (ACN 063 641 510);
- (e) **Dynatrace Offerings** means the Dynatrace platform, support, professional services, and Dynatrace materials; and
- (f) **Intellectual Property Rights** means patents and patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how, trademarks, trade names, logos, service marks, designs and other designations of source, any other form of intellectual, industrial property, proprietary or other protected rights in connection therewith, recognised in the world, whether or not registered, for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

2. Licence

- (a) The Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable right and license to, as applicable, install, access, and use the Dynatrace products and professional services within the scope and type of use set out in this Proposal to process the Customer's Data for the Customer's internal business purposes only, in accordance with the Documentation and this Proposal.
- (b) Customer shall retain all ownership, including without limitation, Intellectual Property Rights, in the Customer Data. The Customer 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 the Dynatrace Offerings to Customer or as otherwise agreed by Customer in writing with Cenitex.

3. Use of Confidential Information

- (a) The Customer will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to receive Services under this Proposal (the **Purpose**). The Customer will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Customer may disclose Confidential Information to its officers, directors, employees, contractors, agents, advisors, or 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.
- (b) The Customer will protect the Disclosing Party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Customer will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

4. Intellectual Property Rights

- (a) The Customer will not do anything to misappropriate, violate or infringe on Dynatrace's Intellectual Property Rights.

- (b) The Customer shall not acquire any rights, title or interest in the Dynatrace Offerings, and Dynatrace or its licensors, as applicable, shall retain all ownership, including without limitation, Intellectual Property Rights, in the Dynatrace Offerings.