PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5831810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COMPUWARE CORPORATION	04/01/2015

RECEIVING PARTY DATA

Name:	DYNATRACE LLC
Street Address:	404 WYMAN ST., STE. 500
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451-1250

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16687995

CORRESPONDENCE DATA

Fax Number:	(248)641-0270

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone:	(248)641-1600
Email:	mailroom@hdp.com
Correspondent Name:	HARNESS, DICKEY & PIERCE, P.L.C.
Address Line 1:	P.O.BOX 828
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	17073-000010-US-DVB
NAME OF SUBMITTER:	TIMOTHY D. MACINTYRE
SIGNATURE:	/Timothy D. MacIntyre/
DATE SIGNED:	11/21/2019

Total Attachments: 22
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ASSET CONTRIBUTION AGREEMENT

THIS ASSET CONTRIBUTION AGREEMENT, effective as of April 1, 2015 (the "Effective Date"), by and between Compuware Corporation, a Michigan corporation ("Compuware"), and Dynatrace LLC, a Delaware limited liability company ("Dynatrace"). Compuware and Dynatrace are sometimes referred to herein separately as a "Party" and together as the "Parties".

RECITALS:

WHEREAS, Compuware currently conducts both the Dynatrace Business (as defined below) and the Mainframe Business (as defined below) directly and through its subsidiaries;

WHEREAS, Dynatrace was formed for the purpose of carrying out the Dynatrace Business on and after the Effective Time;

WHEREAS, Compuware desires to transfer to Dynatrace certain assets, technology, contractual rights and obligations and intellectual property rights relating to or used in the conduct of the Dynatrace Business, and Dynatrace desires to obtain such assets, technology, contractual rights and obligations and intellectual property rights;

WHEREAS, Compuware desires to cause certain subsidiaries of Compuware conducting both the Dynatrace Business and the Mainframe Business to transfer to certain other subsidiaries of Compuware certain assets, technology, contractual rights and obligations and intellectual property rights pursuant to an asset purchase agreement (each, an "Affiliate Asset Purchase Agreement") or closing statement; and

WHEREAS, Compuware and Dynatrace intend to enter into a Transition Services Agreement as of the date hereof (the "Transition Services Agreement") to help delineate and define the relationship between Compuware and Dynatrace after the Effective Time (as defined below) including setting forth certain rights and obligations of Compuware and Dynatrace following the Effective Time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves and their respective successors and assigns, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

1.1   Definitions. As used in this Agreement, the following terms have the following meanings, applicable both to the singular and the plural forms of the terms described.

"Agreement" means this Contribution Agreement by and between Compuware and Dynatrace, together with the schedules and exhibits hereto, as the same may be amended and supplemented from time to time in accordance with the provisions hereof.

"Assumed Liabilities" has the meaning set forth in Section 2.2(a) hereof.

"Austria License Agreement" shall mean that certain License Agreement, effective as of August 1, 2011, by and between Compuware Corporation and dynaTrace Software GmbH, and any amendments and modifications thereto.

"Closing" has the meaning set forth in Section 2.3 hereof.

"Compuware" has the meaning set forth in the preamble to this Agreement.

"Contracts" means any contract, agreement, lease, license, sales order, purchase order, instrument or other commitment that is binding on any Person or any part of such Person's property under applicable law.

"Dynatrace" has the meaning set forth in the preamble to this Agreement.

"Dynatrace Business" means the Dynatrace business conducted by Compuware immediately prior to the Effective Time.

"Effective Time" means 7:00 a.m. Eastern Standard Time on the Effective Date.

"Excluded Assets" has the meaning set forth in Section 2.1(b) hereof.

"Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority.

"Intellectual Property" means any of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications; and (f) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing that are discovered, invented or developed before the Effective Time.

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"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Mainframe Business" means the Mainframe business conducted by Compuware immediately prior to the Effective Time.

"Party" or "Parties" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Shared Contracts" means a Contract through which both the Mainframe Business and the Dynatrace Business sells or purchases products and/or services.

"Third Party" means any Person other than Compuware or Dynatrace and their respective affiliates.

"Transfer Impediment" has the meaning set forth in Section 5.1(a) hereof.

"Transferred Assets" has the meaning set forth in Section 2.1(a) hereof.

"Transferred Intellectual Property" means the Intellectual Property identified on Schedule 2.1(a) and the Intellectual Property that is owned by and/or used by Compuware in its conduct of the Dynatrace Business at the Effective Date, and any remedies against any and all past, present and future infringements thereof and rights to protections of interest therein.

1.2   Internal References.   Unless the context indicates otherwise, references to Articles, Sections and paragraphs shall refer to the corresponding articles, sections and paragraphs in this Agreement, and references to the Parties shall mean the Parties to this Agreement.

ARTICLE II
TRANSFER OF ASSETS

2.1   Contribution of Transferred Assets.

(a)   Compuware hereby contributes, transfers, assigns, conveys, and delivers to Dynatrace and its successors and assigns, for its and their own use and behalf, all of Compuware's right, title, and interest in and to the assets (including the Austria License Agreement, Transferred Intellectual Property, customer contracts, vendor contracts, distributor and reseller agreements, employment agreements and equipment and tangible personal property), and all goodwill associated therewith used in the Dynatrace Business, other than the Excluded Assets (the "Transferred Assets"), and Dynatrace hereby accepts the contribution, transfer, assignment, conveyance and delivery of the Transferred Assets and agrees to fully and entirely stand in the place of Compuware in all matters related thereto.

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(b)   Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the properties, assets (whether tangible or intangible) and rights of Compuware primarily related to the Mainframe Business, including the properties, assets (whether tangible or intangible) and rights set forth below (collectively, the "Excluded Assets") are excluded from the Transferred Assets:

(i)   the names and marks "Compuware" and any variants and derivations thereof;

(ii)   Compuware's rights under this Agreement; and

(iii)   Compuware's rights under any Shared Contracts that relate to the Mainframe Business and any Contracts that are not included in the Assumed Liabilities.

(c)   Transfer of Employees. As of the Effective Time, Compuware shall transfer to Dynatrace, and Dynatrace shall hereby accept, the employment of the employees listed on Schedule 2.1(c) (the "Transferred Employees"), and any employment agreements that relate to a Transferred Employee. For the avoidance of doubt, the transfer of employment of the Transferred Employees shall not constitute a termination of employment for purposes of any compensation or benefit plan, program, policy, agreement or other arrangement (except if required under local law of a foreign jurisdiction) and, after the Effective Time, subject to the terms of any agreement between any Transferred Employee, on the one hand, and Dynatrace and its subsidiaries, on the other hand, the employment of any such Transferred Employees shall be at-will and terminable at any time for any or no reason whatsoever.

2.2   Assumption of Liabilities.

(a)   At the Effective Time, Dynatrace shall assume and agree to discharge and be responsible for all of the liabilities and obligations, known and unknown, whether absolute or contingent, liquidated or unliquidated, to the extent (but only to the extent) that such liabilities and obligations relate to the Transferred Assets or the Dynatrace Business (the "Assumed Liabilities").

(b)   Except as provided under this Section 2.2, Dynatrace shall not assume or agree to perform, pay or discharge, or have any liability for, and Compuware shall remain unconditionally liable for and shall discharge, any obligations, liabilities and commitments of Compuware, of any kind or nature, known or unknown, fixed or contingent (the "Excluded Liabilities").

(c)   The assumption of the liabilities by Dynatrace under this Section 2.2 shall not enlarge any rights of Third Parties under Contracts with Dynatrace or Compuware.

2.3   Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Compuware, One Campus Martius, Detroit, Michigan, on the date hereof at such time and at such other place as Compuware and Dynatrace agree in writing. The Closing shall be effective as of the Effective Time.

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2.4   Deliveries.

(a)   At the Closing, Compuware shall deliver or cause to be delivered to Dynatrace all of the Transferred Assets, and in furtherance thereof:

(i)   Compuware shall deliver or cause to be delivered to Dynatrace all of the Contracts that constitute Transferred Assets with such assignments thereof and consents to assignments as are necessary to transfer to Dynatrace Compuware's full right, title and interest in the same;

(ii)   Compuware shall execute and deliver to Dynatrace such assignment documents reasonably requested by Dynatrace to assign the Transferred Intellectual Property; and

(iii)   Compuware shall execute and deliver to Dynatrace the Transition Services Agreement.

(b)   At the Closing, Dynatrace shall deliver or cause to be delivered to Compuware the Transition Services Agreement.

(c)   At the Closing, Compuware and Dynatrace shall cause the applicable subsidiaries to execute and deliver an Affiliate Asset Purchase Agreement or closing statement in the applicable foreign jurisdictions.

ARTICLE III
CAPITAL CONTRIBUTION

3.1   Contribution.   Immediately before and immediately after the Effective Time, Compuware will be the owner of one hundred percent (100%) of the single class of membership interests of Dynatrace.   The contribution of the Transferred Assets to Dynatrace pursuant to Article II will be treated as a capital contribution to Dynatrace and no additional membership interests will be issued by Dynatrace.

3.2   Tax Reporting.   For federal income tax purposes, Dynatrace will be treated as a disregarded entity.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1   Compuware Representations and Warranties.   Compuware hereby represents and warrants as of the Effective Date the following:

(a)   Compuware is duly organized, validly existing and in good standing under the laws of the State of Michigan.   Compuware is not in default under or in violation of any of its formation documents.

(b)   Compuware has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.   This Agreement has been

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duly executed and delivered by Compuware and constitutes the valid and binding obligation of Compuware, enforceable against Compuware in accordance with its terms, except as such enforceability may be limited by principles of laws of general application relating to bankruptcy, insolvency and the relief of debtors.

4.2 <u>Dynatrace Representations and Warranties</u>. Dynatrace hereby represents and warrants as of the Effective Date the following:

(a) Dynatrace is duly organized, validly existing and in good standing under the laws of the State of Delaware. Dynatrace is not in default under or in violation of any of its formation documents.

(b) Dynatrace has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Dynatrace and constitutes the valid and binding obligation of Dynatrace, enforceable against Dynatrace in accordance with its terms, except as such enforceability may be limited by principles of laws of general application relating to bankruptcy, insolvency and the relief of debtors.

ARTICLE V
CERTAIN AGREEMENTS AND COVENANTS OF THE PARTIES

5.1 <u>Inability to Transfer Assets</u>.

(a) If and to the extent that the transfer to Dynatrace of any Transferred Asset from Compuware would be a violation of applicable laws or agreements or require any consent, contract replication or similar process with respect to a Shared Contract, or governmental approval in connection with the transactions contemplated hereby that has not been obtained by the Effective Time (a "<u>Transfer Impediment</u>"), then, unless the Parties shall otherwise determine, the transfer or assignment to Dynatrace of such Transferred Asset shall be automatically deemed deferred and any such purported transfer shall be null and void until such time as all relevant Transfer Impediments are removed or obtained, as applicable, and Compuware shall not be obligated to transfer such asset except as provided in <u>Section 5.1(b)</u> below. Notwithstanding the foregoing, such asset shall still be considered a Transferred Asset for purposes of determining whether any Liability is an Assumed Liability, including, without limitation, for purposes of <u>Section 5.2</u> below.

(b) If the transfer or assignment of any asset intended to be transferred or assigned hereunder is not consummated prior to or on the Effective Time, whether as a result of the provisions of <u>Section 5.1(a)</u> or for any other reason, then Compuware shall hold such asset for the use and benefit, insofar as reasonably possible and not in violation of a Transfer Impediment, of Dynatrace (at the expense of Dynatrace) and shall take such other actions as may be reasonably requested by Dynatrace in order to place Dynatrace, insofar as reasonably possible and not in violation of a Transfer Impediment, in the same position as if such asset had been transferred as contemplated hereby and so that all the benefits and burdens relating to such asset, including possession, use, risk of loss, potential for gain, and dominion, control and command over such asset, are to inure to Dynatrace from and after the Effective Time. If and when a

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Transfer Impediment which caused the deferral of a transfer of any asset pursuant to Section 5.1(a) is removed or obtained, as applicable, the transfer of the applicable asset shall be effected in accordance with the terms of this Agreement. The Parties shall cooperate and use reasonable efforts, without the requirement to make any payment or make a material concession, to remove or obtain, as applicable, any Transfer Impediment which prohibits the transfer or assignment of assets hereunder.

5.2   Inability to Assign Liabilities. If the assignment of an Assumed Liability to Dynatrace hereunder is prohibited by a Transfer Impediment, Compuware shall continue to be bound by the relevant obligations and, unless not permitted by law or the terms of the relevant obligation, from and after the Effective Time, Dynatrace shall, as agent or subcontractor for Compuware, pay, perform and discharge fully, or cause to be paid, transferred or discharged all the obligations or other liabilities of Compuware thereunder. Compuware shall, without further consideration, pay and remit, or cause to be paid or remitted, to Dynatrace promptly all money, rights and other consideration received by it in respect of such performance (unless any such consideration is an Excluded Asset). If and when such Transfer Impediment is removed or obtained, as applicable, or such obligations shall otherwise become assignable, the transfer of the applicable liability shall be effected in accordance with the terms of this Agreement. The Parties shall cooperate and use reasonable efforts, without the requirement to make any payment or make a material concession, to remove or obtain, as applicable, any Transfer Impediment, which prohibits the assignment of any Assumed Liability hereunder.

5.3   Shared Contracts. With respect to Shared Contracts, the Parties agree to use commercially reasonable efforts to cause each Shared Contract to be separated into two Contracts in a manner such that one Contract will relate to the Mainframe Business and the contracting party will be Compuware and the other Contract will relate to the Dynatrace Business and the contracting party will be Dynatrace. Prior to such separation of such Shared Contract, (i) the benefits and burdens of the Dynatrace Business portion of such Shared Contract share inure to Dynatrace from and after the Effective Time (as contemplated and set forth in Section 5.1(b)), and (ii) from and after the Effective Time, Dynatrace shall, as agent or subcontractor for Compuware, pay, perform and discharge fully, or cause to be paid, transferred or discharged all the obligations or other liabilities of Compuware with respect to the Dynatrace Business portion of such Shared Contract (as contemplated and set forth in Section 5.2).

5.4   Employee Benefits. Prior to the Effective Date, Compuware shall have adopted resolutions permitting Dynatrace to participate in Compuware's employee benefit plans that are covered by the Employee Retirement Income Securities Act of 1974, as amended (ERISA) and Compuware's fringe benefit plans (in the aggregate, the "Employee Benefit Plans") but not participate in Compuware's incentive or bonus plans. Prior to the Effective Date, Dynatrace shall have adopted resolutions adopting Compuware's Employee Benefit Plans as a participating employer on behalf of its employees, including the Transferred Employees, who will continue to participate in the Employee Benefit Plans on the same basis as they participated immediately prior to the Effective Date but with Dynatrace as the new employer.

5.5   Further Assurances. Each of Compuware and Dynatrace agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including, without limitation, the execution of such

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additional assignments, agreements, documents and instruments, that may be necessary or as the other Party hereto may at any time and from time to time reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other Party its rights and remedies under, this Agreement.

     5.6   <u>Miscellaneous Tax Matters</u>.

     (a)   The Parties will cooperate to take whatever actions are appropriate to reduce or eliminate any sales, use, value added or other transfer taxes (collectively, "Transfer Taxes"). However, to the extent that the consummation of the transactions contemplated by this Agreement results in any Transfer Tax, such Transfer Tax will be borne equally by the Parties.

     (b)   The Parties agree to utilize the alternate procedure under Section 5 of Revenue Procedure 2004-53 with respect to employee wage reporting on Forms W-2 and related tax forms.

ARTICLE VI
MISCELLANEOUS

     6.1   <u>Compliance with Bulk Sales Laws</u>. The Parties hereby waive compliance with the bulk sales law and any other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement, including, without limitation, any applicable state tax law (other than applicable state unemployment tax laws) that may require notification of state taxing authorities and related actions in respect of bulk sales of assets outside of the ordinary course of business.

     6.2   <u>Notices</u>. Notices, offers, requests or other communications required or permitted to be given by either Party pursuant to the terms of this Agreement shall be given in writing to the respective Parties to the following addresses:

If to Compuware:

Compuware Corporation
One Campus Martius
Detroit, MI 48226
Attention: Michael P. Olejniczak
E-mail: <u>michael.olehniczak@compuware.com</u>

If to Dynatrace:

Dynatrace LLC
One Campus Martius
Detroit, MI 48226
Attention: Melanie Dunn
E-mail: <u>melanie.dunn@dynatrace.com</u>

or to such other address or facsimile number as the Party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-

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performance, termination, or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other notices may also be sent by facsimile or email, confirmed by first class mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile, email or similar electronic transmission method; one working day after it is sent, if sent by recognized overnight courier; and three days after it is postmarked, if mailed first class mail or certified mail, return receipt requested, with postage prepaid.

6.3   Information.   Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable foreign, United States federal, state, county and local laws, ordinances, regulations and codes, including, but not limited to, securities laws and regulations.

6.4   Amendment.   This Agreement and any schedule may be amended at any time after such date by mutual written consent of Compuware and Dynatrace evidenced by an instrument in writing signed on behalf of each of the Parties.

6.7.   Governing Law.   This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and shall be governed by the laws of the State of Michigan applicable to contracts made and to be performed entirely in such State (without giving effect to the conflicts of laws provisions thereof).

6.8.   Counterparts.   This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.9.   Binding Effect; Assignment.   This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Neither Party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party, and any such assignment shall be void; provided, however, either Party may assign this Agreement to a successor entity formed solely in connection with such Party's reincorporation in another jurisdiction or into another business form.

6.10.   Severability.   If any term or other provision of this Agreement or the schedules or exhibits attached hereto is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely

as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

6.11. <u>Failure or Indulgence not Waiver; Remedies Cumulative</u>. No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement or the schedules or any exhibits attached hereto are cumulative to, and not exclusive of, any rights or remedies otherwise available.

6.12. <u>Specific Performance</u>. The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, without the necessity of proving irreparable damage or posting a bond, in addition to any other remedy at law or equity.

6.13. <u>Construction</u>. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

6.14. <u>Interpretation</u>. The headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, exhibit or schedule, such reference shall be to an Article or Section of, or an exhibit or schedule to, this Agreement unless otherwise indicated.

6.15. <u>Conflicting Agreements</u>. In the event of conflict between this Agreement and any other agreement executed on or prior to the Effective Time in connection with the subject matter hereof, the provisions of this Agreement shall prevail.
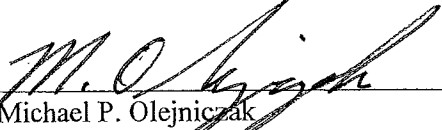
6.16. <u>Third Party Beneficiaries</u>. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party, including any creditor of any Person. No such Third Party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against either Party hereto.

6.17. <u>Incorporation by Reference</u>. All schedules to this Agreement are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any schedule but not otherwise defined therein shall have the meaning as defined in this Agreement.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first set forth above.

COMPUWARE CORPORATION

By: _____

Michael P. Olejniczak
Vice President, General Counsel & Secretary

DYNATRACE LLC

By: _____

Ken Stillwell
Chief Financial Officer

Patents

U.S. Patents

Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Performance Monitoring of a Media Player Launched by a Web Browser	13/319,913	Filed (Published)	Yuejiang Liu, Cheng Tang, Xudong Zhang, Jia Xie, Xiaoqiang Li	Harness Dickey 15245-000007/US/NP	07/31/12				Pending Files	Gomez Browser Rum	US app after Chinese patent prosecution; PATP cash 11-11; Priority to 9-7-11 PCT case, 11-10-11 filed PCT National State with USPTO (no date until all docs rec'd 7-12)	APM
Completeness Detection of Monitored Globally Distributed Synchronous and Asynchronous Transactions	12/971,408	Filed	Greifeneder, Schwartzbauer, Pfleger	Plotkin (D0004-1006)	12/17/10					APM dynaTrace	acq from dynaTrace (GmbH owner), no PATP on app, elig for PATP on issuance	APM
System and Methods That Enable Automated Testing of Mobile Devices at a Remote Monitor Site	13/363,447	Filed Published	Capers, Rajagopal	Harness Dickey 15245-000009/US	02/01/12				Pending Files	Gomez - Monitoring Platforms	PATP cash	APM
Method and System for Transaction Contolled Sampling of Distributed Heterogeneous Transactions without Source Code Modifications	13/455,764	Filed Published	Greifeneder, Schwarzbauer, Chiettini, Richtsfeld, Hochmuth	Plotkin (D0004-1007)	4/25/12 (4/29/2011 priority)				Pending Files	APM dynaTrace	dynaTrace (GmbH owner), claims priority from provisionals 61/480,689 on 4-29-11, 61/482,642 on 5-5-11, 61/534,490 on 9-14-11; PATP cash	APM
Service Quality Evaluator Having Adaptive Evaluation Criteria	13/609,442	Filed Published	Bart Oostlander, Bryce Dunn	Harness Dickey 15245-000003/US /COA	09/11/12				Pending Files	Vantage	Continuation of 12/794,960 pat # 8,285,841 - no PATP	APM

Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Technique For Simulating An Orientation Change Event In A Test Environment Having A Stationary Mobile Device	13/627,293	Filed Published	Nathan Wray	Harness Dickey 15245-000011/US	09/26/12				Pending Files	APM Synthetic Mobile	PATP cash	APM
Inheritable Dimensions In A Service Model	13/647,454	Filed Published	Mogalayapalli, Seshan + Nobel	Harness Dickey 15245-000013/US	10/09/12					APM - Business Service Manager	PATP cash (excl WN cont-in-part based on HDP000004)	APM
Method and System for Browse Based, Non-Intrusive Measuring of End-User Perceived Performance of Individual Third Party Resource Requests	14/056,016	Filed Published	Greifeneder, Spiegl, Lackner	Harness Dickey 15245-000014/US	10/17/2013 (11/9/2012 priority)				Pending Files	APM dynaTrace	61/724,391 provisional - no PATP; CPWR owner, Utility priority to provisional. Elig PATP cash	APM
System and Methods for Tracing Individual Transactions Across a Mainframe Computing Environment	13/910,587	Filed Published	Horwitz, Ebright, Hunter	Harness Dickey 15245-000015/US	11/29/12				Pending Files	APM Mainframe	provisional - no PATP, "dynaStrobe" 61/731,008; Utility filed 6/5/13 priority to 11/29/12, PATP app cash 6-10-13	APM/MF
Method and System For Tracing End-to-End Transactions, including Browser Slide Processing and End User Performance Experience	13/722,026	Filed Published	Greifeneder, Spiegl, Gaisbauer, Fuchs, [Lackner]	Harness Dickey 15245-000010/US	12/20/12				Pending Files	APM dynaTrace	From provisional 61/580,869 (CPWR owner) PATP Jan 2013	APM

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Method and System for Extracting Instrumentation Relevant Inheritance Relationships For A Distributed, Inheritance Rule Based Instrumentation System	13/775,621	Filed Published	Greifeneder, Schwarzbauer, Klaffenbock	Harness Dickey 15245-0000017/US/CPA	02/25/13				Pending Files	APM dynaTrace	Continuation in Part app based on 11/744,876 (Plotkin D004-1002) acq from dynaTrace (GmbH owner); PATP cash (on CIP, disqual orig); assigned to Compuware Corp	APM
System and Method for Combining Server Side And Network Side Transaction Tracing And Measurement Data At The Granularity Level Of Individual Transactions	14/227,597	Filed Published	Hoja, Okraszewski, Spiegl, Greifeneder	Harness Dickey 15245-000020/US/PS1	3/27/2014 (3/29/2013 priority)				Pending Files	APM dynaTrace	provisional 61/806,449 on 3-29-13 - no PATP; PATP cash on utility app; CPWR owner	APM
Method and System for Combining Trace Data Describing Multiple Individual Transaction Executions With Transaction Processing Infrastructure Monitoring Data	14/338,637	Filed	Greifeneder, Lehofer (Linz)	Harness Dickey 15245-000021/US	7-23-14 (priority to 7/24/2013)				Pending Files	APM dynaTrace	provisional - no PATP, CPWR owner, converted to Utility app; priority to 61/857,747, PATP cash dT pool plan	APM
Method and System for Real Time, False Positive Resistant, Load Independent, Self-Learning Anomaly Detections Of Measured Transaction	14/338,707	Filed	Greifeneder, Lehofer, Schwarzbauer (Linz)	Harness Dickey 15245-000022/US	7-23-14 (priority to 7/24/2013)				Pending Files	APM dynaTrace	provisional - no PATP, CPWR owner, converted to Utility app; priority to 61/857,788, PATP cash dT pool plan	APM

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Execution Parameters Like Response Times												
Method and System For Tracing Individual Transactions Over Messaging Systems Without Adding Tracing Information to Messages	14/085,882	Filed Published	Lehofer, Liedl, Punz, Kockerbauer	Harness Dickey 15245-000016/US	11/21/13				Pending Files	AMP dynaTrace	prior provisional app 61/731,008; PATP Cash on utility 2-4-14	APM
Technique for Determining The Root Cause Of Web Site Performance or Availability Problems	14/281,107	Filed	Anastas, Doyle, Wilson, Zibitsker, Lupersolsky (MI and MA)	Harness Dickey 15245-000023/US	05/19/14				Pending Files	AMP dynaTrace	PATP cash 6-13-14	APM
Method and System for Resource Monitoring Of Large-Scale, Orchestrated, Multi Process Job Execution Environments	62/001,358	Provisional	Kopp, Gsenger (Linz)	Harness Dickey 15245-000024/US/PS1	05/21/14				Pending Files	APM dynaTrace	provisional - no PATP, CPWR owner	APM
Method and System for Real time Modeling of Communication, Virtualization and Transaction Execution Related Topological Aspects of Monitored Software Applications and	62/062,220	Provisional	Greifeneder, Ambichl, Lehofer, Schwarzbauer	Harness Dickey 15245-000025/US/PS1	10/10/14				Pending Files	APM dynaTrace	provisional - no PATP, CPWR owner	APM

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details
Hardware											
Network Monitoring And Management System (2000)		Issued	Pierre De La Salle	Fenwick	10/29/97	5,878,420	03/02/99	8/31/2015	Fireproof	Network Vantage	APM
Method and System For Non-Intrusive Measurement Of Transaction Response Times On A Network (2000)		Issued	Pierre De La Salle	Fenwick	3/21/1997	6,144,961	11/07/00	8/31/2015	Fireproof	Network Vantage	APM
Bounce Diagram: a user interface for graphical exploration of packet trace information (2001)		Issued Opnet Litigation	Stephen J. Schaffer	Fenwick 9745 (BSTZ)	07/16/97	6,219,050 B1	04/17/01	7/16/2017	Fireproof	Application Vantage, Client Vantage	APM
Automatic Identification of Application Protocols Through Dynamic Mapping of Application-Port Associates (2001)	08/884,396	Issued	John Graham-Cumming, Jr.	BSTZ	06/27/97	6,182,146 B1	11/30/01	6/27/2017	Fireproof	Application Vantage, Network Vantage	APM
Application Response Time Prediction (2002)		Issued Opnet Litigation	Zhigang Qin, Steven Schaffer, Peter John Sevcik	Fenwick 9747 (BSTZ)	06/21/99	6,393,480 B1	05/21/02	6/21/2019	Fireproof	Application Vantage	Final (3rd) renewal 11-21-13; Expiry date 6-21-19 APM

Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Method to Display Information representing network traffic on a computer display monitor		Issued **Opnet Litigation**	Michael Cartsonis, John Graham-Cumming, Willem A. Koulman, Steven J. Schaffer, Jacob Weil	Fenwick 9746 (BSTZ)	02/03/99	6,584,501 B1	06/24/03	2/3/2019	Fireproof	Application Vantage, Client Vantage		APM
Server Monitoring	09/614,305	Issued	David Fischer	Fenwick 16153 (CIPL GMZ08-05)	07/12/00	6,912,572	06/25/05	7/17/2022	Fireproof	GOMEZ	no documents received, IP from Sysformance, issued @ acq; Assignee change from SysControl AG (CH) to Compuware Corporation recorded 031510	APM
Method and System to Calculate Network Latency, and to Display the Same		Issued	Paul Vanlint	Fenwick (9593) [BSTZ 006]	01/25/01	6,922,417	07/26/05	4/26/2023	Fireproof	Application Vantage		APM
Fast Transaction Response Time Prediction Across Multiple Delay Sources	10/043,824	Issued	Joseph Rustad	Fenwick (5885)	01/11/02	7,130,915	10/31/06	10/6/2023	Fireproof	Application Vantage, Predictor		APM
Method for Performing Response Time Analysis of Network Performance	09/800,080	Issued	Steven Schaffer, Jacob Weil	Fenwick (9591) [BSTZ P007]	03/05/01	7,133,911	11/07/06	5/6/2023	Fireproof	Application Vantage, Client Vantage		APM
System & Method of Active Latency Detection for Network Applications	10/625,943	Issued	Joe Rustad, Gary Kaiser, Robb Mills, Matt Snyder, George Lin, Les Murphy	Fenwick (7269)	07/24/03	7,366,790	04/29/08	10/26/2025	Fireproof	Application Vantage, Client Vantage		APM
Visual Landscape for Multi-Tiered Applications Environment Component Interactions	10/981,107	Issued	Mario Ciabarra	Fenwick (9672)	11/03/04	7,382,371	06/03/08	1/8/2025	Fireproof	Vantage Analyzer		APM
System and Method for Monitoring Global Network	10/826,548 US	Issued	Maiocco, Belanger, Mansell, McCaskey	Fenwick 16150 (CIPL GMZ08-02)	04/16/04	7,478,151	01/13/09	1/10/2025	Fireproof	GOMEZ Active Data Center (ADC)	no PATP, issued @ acq; Assignee: Compuware Corporation	APM

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Performance												
Characterizing Application Performance within A Network (orig. Response Time Analysis of Network Performance)	11/206,486	Issued	Steven Schaffer, Jacob Weil, Joe Rustad	Fenwick (9921)	08/17/05	7,574,504 B2	08/11/09	10/22/2023	Fireproof	Application Vantage, Client Vantage		APM
Methods and Apparatus for Collecting and Displaying Performance Metrics from a Web Site	11/471,319 US	Issued	Anastas, Breen, Brewer and Shaw	Fenwick 16139 (CIPL GMZ06-02)	06/20/06	7,685,273	03/23/10	2/21/2027	Fireproof	GOMEZ	Utility, CIP from 11/223,264 (GMZ05-02), PATP, continuation FW 16671	APM
System and Interface for Monitoring Information Technology Assets	11/167,057	Issued	Maiocco, Belanger, Mansell, McCaskey	Fenwick 16156 (CIPL GMZ08-09)	06/24/05	7,752,301	07/06/10	5/26/2026	Fireproof	GOMEZ Active Data Center (ADC)	correspondence only in file, no PATP, continuation to be filed; Assignee: Compuware Corporation	APM
Methods and Apparatus for Real User Monitoring	11/877,804	Issued	Anastas, Breen, Cheng, Lieberman, Mouline	Fenwick 16141 (CIPL GMZ07-01)	10/24/07	7,765,295	07/27/10	10/24/2027	Fireproof	GOMEZ Actual	Utility, Priority to 60/854,379 (GMZ06-03p), PATP	APM
System and Method for Monitoring global Network Performance	12/344,785	Issued	Maiocco, Belanger, Mansell, McCaskey	Fenwick 16161 (CIPL GMZ08-22)	12/29/08	7,814,201	10/12/10	5/18/2024	Fireproof	GOMEZ Active Data Center (ADC)	CON app to 7,478,151 (GMZ08-02) [issued pat]; not continuation apps to follow	APM
Computer System Tools and Method for Development and Testing	10/710,120	Issued	John Witchel	Fenwick 16148 (CIPL GMZ07-12)	06/20/04	7,882,179	02/01/11	3/14/2027	Fireproof	GOMEZ (BrowserCam)	Utility, Priority to 60/480,042 (inactive, no rec) (GMZ07-11p)	APM
Website Load Testing Using a Plurality of Remotely Operating Agents Distributed Over a Wide Area	12/102,534	Issued	Shen, Mouline, Mateos, DeBettencourt	Fenwick 16158 (CIPL GMZ08-11)	04/14/08	7,921,205	04/05/11	4/21/2029	Fireproof	GOMEZ	claim benefit of 60,911,658 (no rec) (GMZ07-04p) Lightbody/Neustar Litigation?	APM

Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details
Method and System for Processing Application Performance Data Outside of Monitored Applications to Limit Overhead Caused by Monitoring	12/120,645	Issued	Greifeneder	Plotkin (D0004-1003)	05/15/08	7,957,934	06/07/11	7/31/2029	Fireproof	APM dynaTrace	only dynaTrace patent @ m&a; Assignee: dynaTrace software GmbH
Methods and Apparatus For Collecting Performance Metrics from a Web Site	11/223,264	Issued	Breen, Shaw	Fenwick 16137 (CIPL GMZ05-02)	09/09/05	8,065,410	11/22/11	5/28/2027	Fireproof	GOMEZ Agent	Utility, CIP from 11,094,338 (GMZ05-01), 60,557,994 (GMZ05-03p), 60,592,813 (GMZ05-04p), no PATP ex-ees
Methods and Apparatus for Collecting and Displaying Performance Metrics from a Web Site	12/727,004	Issued	Anastas, Breen, Brewer and Shaw	Fenwick 16671 (GMZ06-02.1)	03/18/10	8,065,414	11/22/11	3/30/2025	Fireproof	GOMEZ	Utility, Continuation of 11/471,319 (CIP GMZ06-02), No PATP on con
Methods and Apparatus for Real User Monitoring Including Flash Monitoring	12/182,513	Issued	Cheng, Lieberman, Anastas, Mouline, Breen	Fenwick 16160 (CIPL GMZ08-21)	07/30/08	8,095,650	01/10/12	1/3/2030	Fireproof	GOMEZ Actual	CON app to 7,478,151 (GMZ08-02) [issued pat @ acq], claimes priority to 60/952,781 (GMS07-08p), PATP processed
Method and System for Dynamic Remote Injection of In-Process Agents Into Virtual Machine Based Applications	12/120,495	Issued	Greifeneder, Schwartzbauer, Huckl	Plotkin (D0004-1005)	05/14/08	8,151,277	04/03/12	2/2/2031	Fireproof	APM dynaTrace	acq from dynaTrace, dynaT PATP + cash to Hartman from pool; Assignee: dynaTrace software GmbH
Computer System Tools and Method for Development and Testing	12/978,350	Issued	John Witchel	Fenwick 18161 (GMZ07-12.1)	12/23/10	8,166,123	04/24/12	6/20/2024	Fireproof	GOMEZ	Continuation of GMZ07-12 (16148), req declaration from Witchel (jwitchel@sendme.com)
Analytics System and Method	11/770,427	Issued	Maiocco, Belanger, Mansell, McCaskey	Fenwick 16152 (CIPL GMZ08-04)	06/28/07	8,185,619	05/22/12	2/29/2028	Fireproof	GOMEZ Active Data Center (ADC)	correspondence only in file, ULT of GMz08-12P (inactive); amemd (narrow) 12-29-11 for allowance, possible Con

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
											to broaden	
Method of Incorporating DBMS Wizards with Analytical Models for DBMS Servers Performance Optimization	11,544,090	Issued	Boris Zibitsker	Bingham McCutcher [Robert Bertin] (202-373-6000)	10/6/2010 priority to 10-7-05	8,200,659	06/12/12		Fireproof	Gomez	acquired from BEZ; PATP cash, NQSO; Assignee; BEZ Systems, Inc. Skokie IL	APM
Method and System for Tracing Individual Transations at the Granularity Level of Method Calls Throughout Distributed Heterogeneous Applications without Source Code Modifications	12/191,409	Issued	Greifeneder, Pfleger	Plotkin (D0004-1004)	08/14/08	8,234,631	07/31/12	6/1/2031	Fireproof	APM dynaTrace	acq from dynaTrace, dynaT PATP + cash to Hartman from pool; Assignee: dynaTrace software GmbH	APM
System and Interface for Monitoring Information Technology Assets	12/783,567	Issued	Maiocco, Belanger, Mansell, McCaskey	Fenwick 16906 (GMZ08-09.1)	05/20/10	8,239,527	08/07/12	3/10/2024	Fireproof	GOMEZ Active Data Center (ADC)	Continuation of Fenwick 16156 (CIPL GMZ08-09), no PATP on con	APM
Service Quality Evaluator Having Adaptive Evaluation Criteria	12/794,960	Issued	Bart Oostlander, Bryce Dunn	Harness Dickey 15245-000003/US	06/07/10	8,285,841	10/09/12	2/24/2031	Fireproof	Vantage	PATP cash, NQSO; continuation filed 9-11-12	APM
Service Model Creation Using Monitored Data of the Performance Management Tool	12/823,516	Issued	Oostlander, Noble, Dunn,Magalayapalli, Kowal	Harness Dickey 15245-000005/US	06/25/10	8,285,800	10/09/12	1/19/2031	Fireproof	Vantage	PATP cash, NQSO	APM

Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details
Method for Determining a Business Calendar Across a Shared Computing Infrastructure	12/814,749	Issued	Mogalayapalli, Nobel, Dunn,	Harness Dickey 15245-000004/US	06/14/10	8,291,059	10/16/12	2/19/2031	Fireproof	Vantage	PATP cash, NQSO
Performance Management Tool Having Unified Analysis Report	12/552,351	Issued	Noble, Beadle, Harshfield, Allmacher, Dunst, Dunn, Shashidhara, Gatz, Ziemianowicz	Harness Dickey (15245-000001/US)	09/02/09	8,327,335	12/04/12	5/28/2031	Fireproof	Vantage	PATP cash, PATP NQSO
Method and System for Automated Analysis of the Performance of Remote Method Invocations in Multi-Tier Applications using Bytecode Instrumentation	11/502,660	Issued	Greifeneder, Schwarzbauer	Plotkin (D0004-1001)	08/11/06	8,402,443	03/19/13	10/6/2030	Fireproof	APM dynaTrace	acq from dynaTrace, PATP issue cash & NQSO; Assignee: dynaTrace software GmbH
Multiple Instance commercial Browser Website Test Agent	12/502,502	Issued	DeBettencourt, Cross, Breen	Fenwick 16162 (CIPL GMZ09-01)	07/14/09	8,407,337	03/26/13	1/1/3032	Fireproof	GOMEZ Investigate	Int'l PCT application filed, no PATP all ex-ee
Method and System for Adaptive Generic Code Instrumentation Using Run-Time or Load-Time Generated Inheritance Information for Diagnosis and Monitoring Application Performance and Failure	11/744,876	Issued	Greifeneder	Plotkin (D0004-1002)	05/06/07	8,464,225	06/11/13	3/14/2032	Fireproof	APM dynaTrace	acq from dynaTrace; No PATP (pay on CIP HDP-17); Assignee: dynaTrace software GmbH

APM (repeated for each row in rightmost column)

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Title	Serial Number	Status	Inventors	Firm Ref #	Filing Date	Patent Number	Issue Date	Expiry Date and Status	Location	Compuware Product	Issue Notification Details	
Method for Computationally Quantifying Differences Btw Images within a Specific Collection of Imanges and View Resultrs Based on Quantifiable Differences	12/862,634	Issued	Kenn Min Chong, Yuliang Li (China)	Fenwick 16795	9/22/2010 (8-24-10 pri to China App)	8,498,473	07/30/13	8/24/2030	Fireproof	GOMEZ Browsercam [RenderInspecter]	Foreign Filing License Required (for Chinese inventor) 8-24-10; PATP cash and NQSO	APM
Methods and Systems for Global Real-Time Transaction Tracing	12/627,183	Issued	Greifeneder, Pfleger, Kohel	Chapin (DYN09-01) Plotkin (D0004-1008)	11/30/09	8,533,687	09/10/13	7/11/2032	Fireproof	APM dynaTrace	acq from dynaTrace, transferred to Plotkin July 2012; PATP cash and NQSO; Assignee: dynaTrace software GmbH	APM
Method and System for Tracing Individual Transations at the Granularity Level of Method Calls Throughout Distributed Heterogeneous Applications without Source Code Modifications Including the Detection of Outgoing Requests	13/560,153	Issued	Greifeneder, Pfleger, Schwarzbauer, Hochmuth,	Plotkin (D0004-1004PI)	7/27/2012 (8-14-08 priority)	8,832,665	09/09/14				APM dynaTrace	Continuation in Part of D0004-1004 and D0004-1006 acq from dynaTrace (GmbH owner) no PATP on continuation	APM