

TINES  
PROFESSIONAL SERVICES ADDENDUM

This PROFESSIONAL SERVICES ADDENDUM (this "Professional Services Addendum") sets forth additional terms and conditions related to Customer's purchase of Professional Services. Capitalized terms not defined in this Professional Services Addendum shall have the meanings set forth in the General Terms. The Tines entity referenced herein shall be deemed to refer to the Tines entity set forth on the General Terms.

1. **Provision of Professional Services.** The Professional Services shall be conducted remotely and delivered in the Tines' tenant associated with the purchased Cloud Service or Self-Hosted Software. The scope and detail of the Professional Services shall be outlined in the Statement of Work ("SOW"), as set forth on Exhibit A.
  - a. **Services Period.** The Professional Services purchased in an Order Form must be used within the Subscription Term referenced in such Order Form, and unused Professional Services may not be refunded or carried over to subsequent Subscription Terms.
  - b. **Non-Transferable.** Professional Services are non-transferable and may only be used to support Customer's Internal Business Purpose.
  - c. **Assigned Personnel.** Tines shall, at its discretion, assign appropriate and qualified personnel to perform the Professional Services. In the event the Customer determines that the personnel assigned to the Customer is not sufficient for Customer's needs, Tines and Customer shall cooperate in good faith to determine a reasonable replacement. Customer acknowledges that any replacement may cause delay in the performance of the Professional Services. In each SOW, Tines will designate a primary point of contact for the Customer for all matters relating to the applicable Professional Services, which Tines may change from time to time as needed, with notice.
  - d. **Security.** Tines personnel are subject to Tines's internal code of conduct and other policies governing conduct and confidentiality. As such, all of Tines' personnel have an obligation to comply with Tines' policies on protecting Customer Data..
  - e. **Costs & Expenses.** Tines shall be responsible for any costs and expenses incurred by Tines and incidental to the performance of Professional Services unless such costs and expenses are set forth in an applicable Order Form or otherwise agreed to in writing by the Parties.
  - f. **Status Reports.** Tines will provide weekly status reports to Customer which will include an update on the status of each Deliverable (as defined in the SOW), risks, and estimated completion date
2. **Professional Services Credits.** Professional Services are purchased via credits ("Credits") as set forth in the Order Form. Credits shall only be used for items specifically listed in the Tines Services Catalog and not for any other purpose. The "**Tines Services Catalog**" means the catalog outlining various types of Professional Services, provided by Tines to Customer. The Tines Services Catalog sets forth the number of Credits corresponding to each type of Professional Services offered by Tines. The number of Credits corresponding to the type of Professional Services the Customer utilizes shall be deducted from the Customer's total Credits purchased, as reflected in the Order Form.
3. **Use of Professional Services Credits.** Tines offers four subsets of Professional Services, as described in the Tines Services Catalog: (1) Story Building; (2) Advisory Services; (3) Consulting Services; and (4) Training Services.
  - a. **Story Building.** "**Story Building**" means Professional Services provided by a Tines customer success engineer building Tines workflows to achieve certain results ("**Outcomes**") on behalf of the Customer, as further described in the Tines Services Catalog. Credits for Story Building require the following prerequisites prior to the start of the Professional Services engagement.
    - i. Three weeks advance notice in writing to Tines of Customer's intent to use Credits for Story Building,
    - ii. A scoping session with Tines and the Customer,
    - iii. A SOW signed between Customer and Tines, and
    - iv. A diagram of Customer's existing workflow for Tines to review.
  - b. **Outcomes.** Tines delivers Story Building based on the type of Outcome. Customers may select the desired Story Building Outcome and see the associated Credits in the Tines Services Catalog.
    - i. If the Customer selects two (2) or less Outcomes, Tines will provide the Story Building Professional Services for up to three (3) weeks;
    - ii. If the Customer selects between three (3) and six (6) Outcomes, Tines will provide the Story Building Professional Services for up to twelve (12) weeks;
    - iii. If the Customer selects between seven (7) and ten (10) Outcomes, Tines will provide the Story Building Professional Services for up to twenty (20) weeks;
    - iv. If the Customer selects eleven (11) or more Outcomes, Tines and the Customer will mutually agree to a time period for the provision of the Story Building Professional Services.
    - v. In the event Tines is unable to accomplish the desired Outcomes in the time periods set forth above despite acting in good faith and using commercial reasonable efforts, Tines reserves the right to, in its sole discretion, require the use of additional Credits to complete the Outcomes.

- c. **Advisory Services.** Credits for Advisory Services require a SOW signed between Tines and Customer before the commencement of any Advisory Services. "**Advisory Services**" means Professional Services provided by Tines to assess and advise Customer on current and planned stories.
  - d. **Consulting Services and Training Services.** Credits for all other Professional Services, including for Consulting Services and Training Services, will be started as soon as reasonably practical given both Tines and Customer schedules. "**Consulting Services**" means Professional Services provided by Tines to develop a story roadmap for the Customer and "**Training Services**" means Professional Services provided by Tines to deliver virtual or in-person instructor-led training.
4. **Customer Obligations.**
- a. Customer will reasonably cooperate and use good faith efforts to facilitate the performance of the Professional Services. As such, Customer shall: (i) assign a project manager with the requisite skills and training to serve as Customer's primary point of contact; (ii) allocate sufficient resources to ensure Customer's ability to meet its obligations; and (iii) establish the overall project direction, including assigning and managing the Customer's project personnel team.
  - b. Customer acknowledges and agrees that all Professional Services shall be provided by Tines using Tines' devices. Tines personnel shall not utilize customer equipment to provide the Professional Services. Additionally, Customer shall not provide any Tines' personnel with API credentials outside of the Tines platform or any other access to Customer's internal network, applications, and/or platforms. All Professional Services shall be delivered in the Tines tenant.
  - c. Customer will provide necessary information and access to Tines personnel to perform the work described in more detail in the SOW, including any necessary Customer Data and, if requested, creation of any required login accounts.
5. **Additional Documentation.** In the event Customer requires any Tines personnel to sign any waivers, releases, or other documents ("**Additional Documents**"), Customer hereby agrees: (a) that any additional or conflicting terms in Additional Documents with this Agreement will have no effect; and (b) Customer will pursue any claims for breach of any terms in the Additional Documents against Tines and not the individual signing.
6. **Change Request.** Customer may submit written requests to Tines to change the scope of Professional Services described in a SOW ("**Change Request**"). Such Change Request shall be in the form set forth on Exhibit B. Tines will promptly notify Customer if such Change Request requires an adjustment to the Fees or to the schedule for the performance of the Professional Services. In such an event, the Parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. Tines will have no obligation to perform any Change Request unless and until the Parties have agreed in writing to such Change Request and any additional Fees, expenses or revised schedules. If the Parties agree to amend the SOW following the review and negotiation of a Change Request, the Parties shall record the amendments in a written document that shall be signed by the Tines contract manager and Customer contract manager (or, if Tines contract manager or Customer contract manager is/are not duly authorized to sign, by another duly authorized representative of each Party) and the amendments to the SOW shall take effect from the signature of that document. In the event the Parties are unable to agree on any adjustments to Fees and/or schedule, or any other details required to effect such Change Request, Tines will deny the Change Request and will have no obligation with respect thereto.
7. **Assumptions.** The Fees and estimated completion dates set out in the SOW are based on the following assumptions:
- a. Customer will provide access to all necessary tools and credentials before the SOW work begins.
  - b. Customer and Tines personnel will attend review meetings and office hours throughout the duration of the SOW, such meetings may be by video conference or telephone call.
  - c. Customer and Tines personnel shall communicate their planned vacation or holiday time (that which falls throughout project duration) ahead of SOW Effective Date for planning purposes.
  - d. Customer personnel will be available to test during the agreed upon time, as set forth in the SOW.
  - e. For Self-Hosted Customers, the software shall be promptly installed by Customer on Customer's devices.
8. **Completion Criteria & Acceptance.** The SOW and associated projects will be considered complete when the Deliverables are accepted in accordance with this Section 8.
- a. Tines shall submit each Deliverable for review and acceptance by Customer in accordance with the mutually agreed project plan as set forth in the SOW.
  - b. Customer shall either provide written acceptance ("**Acceptance**") or notification of exceptions ("**Exceptions**") to a Deliverable if such Deliverable does not meet the Acceptance Criteria (as defined in the SOW) within five (5) days of receipt or completion of the Deliverable. If notice of Acceptance or Exceptions is not provided within such period, the Deliverable shall be deemed Accepted.
  - c. Within two (2) business days of receiving a notice of Exceptions, Tines shall submit a plan to correct any deficiencies in the Deliverable and shall use commercially reasonable endeavors to correct and resubmit the Deliverable for Acceptance within four (4) business days from the date of receipt of a notice of Exceptions.
  - d. A re-submitted Deliverable shall be subject to the same Acceptance procedure as set forth above in Section 8(b), provided that if the Customer provides a notice of Exceptions for the re-submitted Deliverable, either Party may terminate the SOW with immediate effect. Customer shall pay any unpaid Fees within fourteen (14) days of such termination of the SOW, subject to Customer's rights set forth in Section 7.2.3 of the General Terms.

**EXHIBIT A**

**STATEMENT OF WORK**

THIS STATEMENT OF WORK ("SOW") is made by and between \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Customer"), and the Tines entity set out in the General Terms ("Tines"), pursuant to and governed by the Agreement. Capitalized terms set forth herein but not defined shall have the meanings set forth in the General Terms. .

1. **Statement of Work Term.** The Professional Services shall commence on \_\_\_\_\_ ("SOW Effective Date") and, unless the Agreement is terminated earlier in accordance with termination clause of the Agreement or the SOW is terminated in accordance with paragraph 10 of this SOW, shall continue through \_\_\_\_\_ ("SOW Term").
2. **Scope of Work.** Tines shall use commercially reasonable endeavors to provide the following Deliverables (as herein defined) on the estimated completion dates and in accordance with the Acceptance Criteria below:

Item No.	Deliverables/Outcomes & Descriptions	Tools	Acceptance Criteria	Estimated Completion Date

3. **Points of Contact.** The Customer's and Tines' main points of contact are set forth below. All other personnel shall be assigned to assist in the project, as provided for in Section 1 of the Professional Services Addendum. :

	Name	Title	E-mail
Customer's Point of Contact:			
Tine's Point of Contact:			

Tines	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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SERVICES ADDENDUM**



**EXHIBIT B**

**CHANGE REQUEST**

Project Name: \_\_\_\_\_

Order Form Reference Number		Change Request #	
Customer		Date of Request	
Customer's Point of Contact as set forth in the SOW		Description of Requested Changes	

Change in Deliverable	Add/Delete/Change in Cost	Original Cost	Final Cost
TOTAL			

Removed from Original SOW	
Modified from Original SOW	
Payment Terms and Impact on Fees	
Impact to Schedule	

Acknowledged and Agreed By:

Tines	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: