

TINES
MARKETING REFERENCE AGREEMENT

This **Marketing Reference Agreement** (the “**Agreement**”) is entered into by and between the Tines entity set forth on the applicable Order Form (“**Tines**”) and the Customer (as defined below) (each a “**Party**” and collectively the “**Parties**”). By agreeing to the terms and conditions of this Agreement, the Customer is hereby granting Tines and its affiliates permission to use Customer’s name, logo, and information as set forth below.

1. **Customer Name and Logo.** Subject to the terms and conditions of this Agreement, Customer hereby grants to Tines a non-exclusive, non-transferable, and non-sublicensable right to use Customer’s name, logo, and associated trademarks solely in connection with the marketing and reference activities set forth in [Section 2](#) below (the “**Marketing & Reference Activities**”). Any use by Tines of Customer’s name, logo, or trademarks shall be subject to (i) any branding and trademark usage guidelines provided by Customer to Tines; and (ii) Customer’s written approval prior to the publication or release of any Marketing & Reference Activities, other than as noted in [Section 2](#) below. Tines acknowledges and agrees that Customer’s trademarks are the sole and exclusive property of Customer, and that Tines shall not acquire any right or ownership interest in them or any other intellectual property rights of Customer under this Agreement, except for the right to use the trademarks as expressly provided in this [Section 1](#). Any goodwill derived from the use by Tines of the Customer’s trademarks inures to the benefit of Customer. Upon expiration or termination of this Agreement pursuant to [Section 3](#), Tines’ rights under this Agreement shall cease immediately and Tines shall immediately discontinue all use of the Customer’s name, logos, and trademarks.
2. **Marketing & Reference Activities.** Customer hereby agrees to the following, subject to the terms set forth in this Agreement:
 - a. **Marketing Reference.** Use of Customer name and logo on Tines’ website and marketing materials, referencing Customer as an active user of Tines. No additional written permission shall be required.
 - b. **Reference Statement.** Use of a short statement issued by Customer concerning Customer’s selection and experience regarding Tines’ products and services, or a call with a prospective customer where Customer shares its experience directly with the prospective customer.
 - c. **Case Study.** Written post, approved by Customer, that details Customer’s selection of Tines, Customer’s various use cases, and ultimate successes with Tines. The Tines marketing team will work with Customer to draft an initial post, which will be approved by Customer prior to publishing. Case studies may be published on Tines’ website, issued as part of press releases, or used in other marketing materials such as external presentations.
 - d. **Recorded Case Study.** Audio and/or video recording (at Customer’s preference), approved by Customer, that details Customer’s selection of Tines, Customer’s various use cases, and ultimate successes with Tines. The Tines marketing team will work with Customer to ensure Customer approves the final product prior to distribution.
3. **Term of Agreement; Termination.** The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided under this Agreement, shall continue until the Order Form expires or is otherwise terminated. For purposes of this provision, any renewal Order Forms shall be treated as a continuation of the original Order Form. Furthermore, either Party may terminate this Agreement, effective immediately, if the other Party is in breach of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within ten (10) days following the breaching Party’s receipt of notice of such breach.
4. **Definitions.**
 - a. “**Customer**” means, as applicable, the Party: (i) identified on the signature page to this Agreement, (ii) identified on the Order Form, and/or (iii) downloading, installing, accessing, or otherwise using the Paid Offerings.
 - b. “**Effective Date**” means either the date on which this Agreement is executed by both Parties, or the date on which the Order Form is executed.
 - c. “**Order Form**” means Tines’ quote or ordering document accepted by Customer via Customer’s (i) execution of a Tines’ order form, (ii) issuance of a purchase order or other ordering document submitted to Tines’ and accepted by Tines (directly or indirectly through an authorized reseller), which references the subscription, pricing and other applicable terms set forth in an applicable Tines’ quote or ordering document; or (iii) affirmative order on an online or electronic marketplace operated or controlled by a third party where Tines has authorized the marketing and distribution of its Paid Offerings. Order Forms do not include the terms of any preprinted terms on Customer’s purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.
 - d. “**Paid Offerings**” means any services, subscriptions and licenses to Tines’ products and services that are acquired by the Customer under an Order Form.

