

TINES ONE-TIME RESELLER AGREEMENT

This ONE-TIME RESELLER AGREEMENT ("**Agreement**") is entered into by and between Tines (as defined in [Section 12](#)) and the entity identified (i) on the signature block below as the partner (if applicable), or (ii) set forth on the Tines' Order Form as the partner (the "**Partner**") (each individually a "**Party**" and together with Tines, the "**Parties**").

1. **Appointment.** Pursuant to the terms and conditions of this Agreement, Tines hereby appoints Partner as a one-time reseller on a non-exclusive basis to demonstrate, and make sales of the Offerings to the Customer, solely for use by such Customer in accordance with the Customer Agreement (as defined below). This right to resell does not apply to any other end customer or Offerings (including without limitation any sale to any related organization or Affiliate, or to any subsequent, additional or renewal sales to the same Customer, unless agreed to by both Parties).
2. **Orders.**
 - a. **Order Form.** In the event Partner desires to sell any Offerings to the Customer, and Tines agrees to such sale, Partner and Tines shall enter into an Order Form setting out the specific Offerings to be sold and the name and contact information of the Customer. All Orders placed by Partner must correspond to a bona fide order form or purchase order entered into by and between the Partner and the Customer.
 - b. **Fees.** Partner is solely responsible for determining the price at which it offers the Offerings to the Customer. Any non-payment by the Customer will not relieve the Partner of its payment obligations to Tines as set forth under the specific Order Form. In the event of non-payment to Tines, Tines reserves the right to cancel or suspend Customer's access to the Offerings. Upon the execution of an Order Form, all fees outlined in the Order Form shall be considered due and payable thirty (30) days after the invoice is issued by Tines unless otherwise agreed in writing by Tines and Partner for the Customer, which shall be set out in the applicable Order Form between Tines and Partner. Amounts set forth on the Order Form exclude any taxes or duties payable in respect of the Offerings. To the extent that any such taxes or duties are payable by Tines, Partner must pay to Tines the amount of such taxes or duties at the time of payment of the invoice related to such Order Form. Failure to remit payment of such taxes and duties in a timely manner does not relieve Partner of any obligations related thereto.
 - c. **Refunds to the Customer.** In the event Customer is entitled to a refund or service level credit under the applicable Customer Agreement, Tines shall either (i) issue the refund or service credit directly to the Customer or (ii) issue the refund or service credit to Partner, and Partner will promptly remit to the Customer.
 - d. **Customer Agreements.** Partner is responsible for ensuring that each Customer has entered into or otherwise agreed to a Tines Customer Agreement, at or before the Customer's purchase of the Offerings. On request by Tines, Partner shall provide evidence of Customer's legally binding acceptance of such Customer Agreement. In the event Partner becomes aware of a suspected or known breach of the Customer Agreement, Partner shall promptly notify Tines. Any additional or different terms in Partner's order form with the Customer will not be binding upon Tines, and Partner will be solely liable for any claims arising from such terms.
 - e. **Renewals.** In order for the Partner to be eligible to enter into an Order Form for renewal of the Offerings ordered under this Agreement, Partner must enter into the Tines Reseller Partner Agreement or a new One-Time Tines Reseller Agreement prior to expiration of the said Offerings. If Partner has not entered any of the foregoing agreements, or if the Customer approaches Tines directly for the Offerings, nothing set forth in this Agreement will prohibit Tines from entering into a direct relationship with the Customer.
3. **Partner Representations.** Partner will not (a) disparage the Offerings, (b) engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, (c) make any representations, or commitments regarding the Offerings that are inconsistent with or in addition to those in the product descriptions provided by Tines with respect to the Offerings, as set forth in the Documentation, or (d) represent itself as an agent or employee of Tines.
4. **Not For Resale Licenses.** Tines may make certain Offerings available to Partner for internal training use purposes or Customer demonstration purposes ("**Not-for-Resale**" or "**NFR Offerings**"). All licenses granted by Tines to Partner for any NFR Offerings are non-exclusive, non-transferable, revocable, and limited in duration. NFR Offerings may not be used for any paid offering or engagement with the Customer, and may only be used for training or demonstration purposes (including but not limited to product testing and for demonstration purposes to the Customer).
5. **Use Restrictions.** Partner shall not: (a) reverse-engineer, decompile, or disassemble, any of the Offerings; (b) modify, translate or create derivative works of an Offering; or (c) attempt to disable or circumvent any license key or other technological mechanisms or measure intended to prevent, limit or control use, copying of, or access to an NFR Offering.
6. **Mutual Representation and Warranties.** Each Party represents, warrants and covenants to the other Party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization, (b) has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement, and (c) it will comply with applicable laws, regulations and governmental orders in connection with its performance of this Agreement.
7. **Intellectual Property Ownership.**
 - a. **Intellectual Property.** All Intellectual Property Rights in and to Offerings and Tines' registered and unregistered trademarks, trade names, and/or logos ("**Trademarks**") belong, and shall belong, to Tines and/or its licensors, and all Intellectual Property Rights in and to any Partner products or offerings and Partner Trademarks belong, and shall belong to Partner and/or its licensors.
 - b. **Feedback.** To the extent Partner provides Tines with any Feedback, Partner grants to Tines a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use, reproduce, modify, create derivative works of, and otherwise commercially exploit the Feedback.
8. **Mutual Confidentiality.**

- a. Each Party may have access to non-public information of the other Party, in any form or media, including without limitation, trade secrets and other information related to the products, software, intellectual property, and any other information that a reasonable person should have reason to believe is proprietary, confidential or competitively sensitive ("**Confidential Information**").
 - b. Each Party will protect the Confidential Information of the other. The receiving Party agrees to: (i) protect the disclosing Party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature; (ii) use the disclosing Party's Confidential Information solely for carrying out its obligations under this Agreement; and (iii) use commercially reasonable efforts to limit access to disclosing Party's Confidential Information to its employees, contractors and agents who have a bona fide need to access such Confidential Information.
 - c. The receiving Party's obligations with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidential restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information.
9. **Term and Termination.** This Agreement will continue and remain in effect until terminated as provided herein.
 - a. **Termination for Cause.** Either Party may terminate this Agreement in the event that the other Party is in material breach and fails to cure such breach within thirty (30) days following notice; provided that no such notice shall be required if the non-breaching Party determines that such breach is incapable of cure or substantial harm would result by providing such notice.
 - b. **Termination for Convenience.** Each Party shall have the right to terminate this Agreement for any or no reason by providing the other sixty (60) days' notice of termination, unless prohibited by applicable law.
 - c. **Effect of Termination.** Upon termination, all rights and benefits granted by Tines will automatically cease and be forfeited and each Party will immediately stop using the other Party's Trademarks and shall discontinue all representations that Partner is an authorized one-time reseller of Tines. Furthermore, each Party shall promptly return or destroy the other Party's Confidential Information within its possession or control, and will certify in writing that it has complied with its obligations to return all such Confidential Information.
 - d. **Survival.** The following sections shall survive termination of this Agreement for any reason: Section 7 (Intellectual Property Ownership), Sections 8 (Mutual Confidentiality), Section 10 (Indemnification & Limitation of Liability), and 11 (General).
 - e. **Outstanding Order Forms.** Despite termination of this Agreement for any reason whatsoever, if there exists any outstanding Order Forms between the Parties as of the date of termination, this Agreement shall continue in effect solely for the purpose of fulfilling the obligations outlined in those outstanding Order Forms. The Parties agree to honor and abide by the terms and conditions of this Agreement to the extent necessary to fulfill such outstanding Order Forms. Termination of this Agreement shall not release either Party from any obligations arising from such outstanding Order Forms, which shall remain binding upon the Parties until completed or otherwise resolved in accordance with the terms herein.
10. **Indemnification & Limitation of Liability.**
 - a. **Indemnification by Partner.** Partner will indemnify, hold harmless and defend Tines and its Affiliates from and against any claim, loss, cost, liability or damage, including reasonable attorneys' fees, for which Tines becomes liable arising from or relating to: (a) Partner's actions or activities under this Agreement which infringes or violates a third parties' Intellectual Property Rights, or (b) the issuance by Partner of any warranty or representation to a Customer regarding the Offerings not specified in this Agreement.
 - b. **Indemnification by Tines.** Tines will indemnify, hold harmless and defend Partner from and against any claim, loss, cost, liability or damage, including reasonable attorneys' fees, for which Partner becomes liable for arising from or relating to Tines' infringement of an unaffiliated third party's Intellectual Property Rights by the Offerings, provided that Tines is promptly notified of any and all claims and proceedings related thereto and is given reasonable assistance and the opportunity to assume sole control over defense and settlement thereof. The foregoing obligations do not apply with respect to portions or components of the Offerings that are (i) not created by Tines, (ii) that are modified by Partner, Customer or any third party, or at Partner's or Customer's direction, after delivery by Tines (iii) combined with other products, processes or materials where the infringement relates to such combination, (iv) where Partner and/or Customer continue the infringing activity after being notified thereof or after being informed of modifications that would have avoided the infringement or (v) where Partner's or Customer's use of the Offerings is not strictly in accordance with this Agreement and all related documentation.
 - c. **Limit on Damages.** Each Party's total aggregate liability to the other under this Agreement shall be limited to the greater of (i) the fees paid or payable in the preceding twelve (12) month period or (ii) \$100,000 USD. In no event shall either Party be liable to the other Party for any special, incidental, punitive, or consequential damages, lost profits or loss of goodwill. The limitations set forth in this Section 10(c) shall not apply to (i) fraud, gross negligence, or willful misconduct; or (ii) a Party's indemnification obligations set forth in Section 10(a) or 10(b).
11. **General.**
 - a. **Assignment.** Partner may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law, change of control, or otherwise, without our prior written consent. Any attempt to assign or transfer this Agreement, without Tines' consent, will be null and void. Tines may assign the Agreement or certain obligations thereunder (i.e. invoicing) in whole or in part to an Affiliate, upon written notice to you (such notice to be delivered electronically or otherwise). Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
 - b. **Governing Law and Jurisdiction.**
 - i. **North American Based Partners.** For all Partners whose principal place of business is in the United States, Canada, or Mexico, this Agreement, and any disputes arising out of or relating to the foregoing or their subject matter will be governed and construed in accordance with the laws of the State of Delaware. The Parties agree to submit to the jurisdiction of the Chancery Courts of Delaware in relation to any dispute (including any non-contractual claims) arising out of or in connection with this Agreement or its subject matter.
 - ii. **All Other Partners.** For all other Partners, this Agreement, and any disputes arising out of or relating to the foregoing or their subject matter will be governed and construed in accordance with the laws of the Republic of Ireland. The

Parties agree to submit to the jurisdiction of the Republic of Ireland in relation to any dispute (including any non-contractual claims) arising out of or in connection with this Agreement or its subject matter.

- c. **Injunctive Relief.** The Parties agree that either Party will have the right to seek an immediate injunction and other equitable relief in order to enjoin any actual or threatened unauthorized use or disclosure of its Confidential Information or the Intellectual Property Rights, without the necessity of posting a bond, in any court of competent jurisdiction, in addition to any other rights and remedies that it may have at law or otherwise. Each Party will notify the other Party in writing immediately upon becoming aware of any actual or threatened unauthorized use or disclosure of the other Party's Confidential Information or the other Party's Intellectual Property Rights.
- d. **Waiver; Severability.** The waiver by either Party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either Party to enforce any provisions will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions.
- e. **Tines Affiliates.** Tines reserves the right to use its Affiliates to perform some of its business operations. The Parties acknowledge and agree that each Party's Affiliates shall have the right to transact under this Agreement by entering into Order Forms with such Affiliates, the acceptance of any such Order Form shall be at the sole discretion of the other Party.

12. Definitions.

- a. **"Affiliate"** means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).
- b. **"Customer"** means the customer that Tines has agreed to let Partner resell to as a one-time authorized reseller of Tines, and is identified as the customer in the Order Form.
- c. **"Customer Agreement"** means either (i) a negotiated master agreement executed by and between Tines and the Customer governing Customer's access to and use of the Offerings; or (ii) the then-current version of the applicable terms available at [Tines.Com/Legal](https://www.tines.com/legal), as may be periodically updated by Tines.
- d. **"Documentation"** means the user manuals, help guides, help videos or on-line help functions for the Offerings made generally available by Tines, as may be updated from time to time, which can be located here: <https://www.tines.com/docs/quickstart>.
- e. **"Feedback"** means all suggestions for improvement or enhancement, recommendations, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Partner.
- f. **"Intellectual Property Rights"** means all patent rights (including, without limitation, patent applications and disclosures), copyrights (including, without limitation, rights in audiovisual works and moral rights), trade secrets, trademarks, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.
- g. **"Offerings"** means the products and professional service offerings Tines makes generally available to Tines' customers.
- h. **"Order"** means an order for the Offerings, submitted by Partner in connection with a sale of the Offerings to the Customer.
- i. **"Order Form"** means Tines' quote or ordering document accepted by Partner via Partner'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, which references the Offering, 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 Offerings. Orders do not include the terms of any preprinted terms on Partner's purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.
- j. **"Tines"** means as follows: (i) for all Partners whose principal place of business is in the United States, Canada, or Mexico, this Agreement shall be entered into with Tines Technology Inc., a Delaware corporation with its principal place of business located at 99 High Street, Floor 14, Boston, MA 02110; and (ii) for all other Partners, this Agreement shall be entered into with Tines Limited, an Irish entity with its principal place of business located at 42 Pearse Street, Dublin, D02 YX88, Ireland.
- k. **"Tines Reseller Partner Agreement"** means the master reseller agreement between Tines and Partner.

Signature Page to One-Time Reseller Agreement

Tines	Partner
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: