

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 Hours.** Professional Service Hours (“**Hours**”) can only be used for items specifically listed in the Services Menu and not for any other purpose. The Services Menu will be made available to Customer by a Tines sales representative. The Hours will be made available during the Subscription Term referenced in the applicable Order Form upon Tines and Customer signing such Order Form. The number of Hours corresponding to the service items requested will be deducted from your total Hours purchased. There are no refunds for Hours not used by the Subscription End Date and Hours cannot be carried over to a renewal. Tines shall use commercially best efforts to provide accurate estimates of the required Hours but provides such estimates only for Customer planning purposes. Tines reserves the right to require Customer purchase additional Hours to complete the service item.
3. **Use of Professional Services Hours.** Tines offers several Service Items of Professional Services, as described in the Tines Services Menu: (1) Story Building; (2) Advisory Services; (3) Other Service Items (Technical Training and Automation Workshop).
 - 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 Menu. Hours for Story Building require the following prerequisites prior to the start of build timelines.
 - i. Three weeks advance notice in writing to Tines of Customer’s intent to use Hours 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. **Advisory Services.** Hours for Advisory Services (Story Assessment & Review) require an SOW signed between Tines and Customer before the commencement of any Advisory Services. “Advisory Services: Story Assessment & Review” means Professional Services provided by Tines where a customer success engineer will assess a batch of existing workflows and make suggestions, where needed, for best practices or simplifying workflows. The Customer provides access or exports to Tines for the designated workflows, and Tines provides annotations and notes, along with a meeting to review the feedback. Hours for Advisory Services (Sessions) will be requested by the Customer and accommodated as soon as reasonably practical. Tines cannot guarantee the same Customer Success Engineer for every advisory session.
 - c. **Other Service Items (Technical Training and Automation Workshop).** Hours for all other Service Items, including for Technical Training and Automation Workshop, will be started as soon as reasonably practical given both Tines and Customer schedules.
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

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Signature page to Tines Professional Services Addendum

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

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 earlier terminated in accordance with the termination provisions of the Agreement, shall continue until the earlier of (a) the project end date mutually agreed by the Parties and documented in writing following the project kick off; or (b) twelve (12) months from the SOW Effective Date (the "SOW Term").
2. **Scope of Work.** Tines shall use commercially reasonable endeavors to support the following outcomes (as herein defined) on the estimated completion dates and in accordance with the Acceptance Criteria. The total hours of this engagement are not to exceed (x) hours unless mutually agreed otherwise in writing:

Story/activity Name	Description & Integrations required	Process Steps	Hours (estimate)
Discovery & Planning	- Operational readiness review (ie: creds, access) - Final Requirements Definition - Architecture design & review - Project planning		
	Description: <Add description text here> Tools required: <-System/Tool/Integration 1 -System/Tool/Integration 2 -System/Tool/Integration 3.....>		
	Description: <Add description text here> Tools required: <-System/Tool/Integration 1 -System/Tool/Integration 2 -System/Tool/Integration 3.....>		
Post production support	Hypercare / support and fixes post-live date . Two weeks hypercare provided post-go live.		

3. **Prerequisites.**

- Project or customer unique prerequisites (if necessary).

Special Terms: Customer-Provided Equipment & Access

Notwithstanding Section 4(b) or any other conflicting provision of the Professional Services Addendum, the Parties agree to the following terms solely for the Services provided under this SOW:

1. **Equipment & Ownership:** Customer may provide Tines personnel with Customer-owned equipment, including laptops or other hardware ("Customer Equipment"), solely for purposes of performing the Services under this Statement of Work. All Customer Equipment will remain the property of Customer.
 2. **Access & Credentials:** Customer may provide Tines personnel with the necessary network, application, and platform access, including API credentials outside of the Tines platform, exclusively within the secured environment of the Customer Equipment as required to perform the Services.
 3. **Responsibility & Maintenance:** Customer is responsible for provisioning, configuration, security, monitoring, maintenance, and regulatory compliance of such equipment and any Customer systems accessed through it. Tines will not administer, manage, secure, or maintain Customer Equipment unless expressly stated in this Statement of Work. Tines personnel will use Customer Equipment only to perform the Services. Customer will be responsible for shipment and delivery of Customer Equipment, and Tines will return such equipment upon completion or termination of the Services in accordance with Customer's reasonable instructions.
 4. **Limitation of Liability:** To the maximum extent permitted by law, Customer provides Customer Equipment and system access "as-is," and Tines assumes no liability for any loss, theft, physical damage, or cyber-security incidents involving the Customer Equipment or Customer's internal network while in Tines' possession or use, except to the extent caused by Tines' gross negligence or willful misconduct.
4. **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:			
Tines' Point of Contact:	<EM Name>		

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

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 Scope	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: