

**TINES
MANAGED SERVICE PROVIDER AGREEMENT**

This MANAGED SERVICE PROVIDER AGREEMENT, including all attachments and Addendum (collectively, the “MSP Agreement” or the “Agreement”) is entered into by and between the Tines entity defined in Section 15 below (“Tines”) and the MSP (as defined below) (each a “Party” and collectively the “Parties”).

This MSP Agreement sets forth the general terms and conditions under which MSP, in MSP’s capacity as a managed service provider, is entitled to license and access the Paid Offerings and receive related services. The terms of this MSP Agreement shall apply solely to the extent MSP is utilizing a Tines Paid Offering in providing Integrated Offerings for the benefit of one or more third parties, as more particularly described in Section 1 below, and does not apply to any Paid Offerings licensed or purchased for MSP’s Internal Business Purpose.

1. License Terms.

- 1.1. License for MSP End Customers.** Subject to the terms and conditions set forth in the Agreement, Tines hereby grants to MSP a limited, non-exclusive right to use the Paid Offerings during the Subscription Term as part of the Integrated Offerings made available to MSP End Customers that have entered into an MSP Customer Agreement.
- 1.2. Tines’ Licensed Marks.** During the Subscription Term, Tines hereby grants MSP a non-exclusive, non-transferable, non-sublicensable right to use Tines’ trade names, trademarks, service marks and logos (“Licensed Marks”) to the extent reasonably necessary to market and advertise the Integrated Offerings. MSP shall comply with any marketing guidelines that Tines provides to MSP relating to the Licensed Marks. MSP agrees not to challenge or assist others to challenge the Licensed Marks or the registration thereof or attempt to register any trademarks, services marks, trade names or service names confusingly similar to the Licensed Mark. Upon termination of this Agreement, MSP shall immediately cease to use all of the Licensed Marks.
- 1.3. Restrictions.** Except as expressly permitted by the terms of this Agreement, MSP and its Authorized Users shall not:
- 1.3.1.** copy, modify, adapt, distribute, sub-license, assign, make available, resell, make derivative works of, disassemble, reverse compile or reverse engineer or otherwise reduce to human-perceivable form any part of the Paid Offerings or Tines Intellectual Property, or discover or disclose the source code, methods and concepts embodied therein;
 - 1.3.2.** introduce any malicious code including viruses, worms, malware, spyware, Trojan horses or other harmful code to the Paid Offerings;
 - 1.3.3.** intentionally interfere with or disrupt the integrity or performance of the Paid Offerings;
 - 1.3.4.** access and/or use the Paid Offerings to (a) build a product or service competitive with the Paid Offerings, or (b) copy any ideas, features, functions or graphics of the Paid Offerings; or
 - 1.3.5.** use the Paid Offerings for any illegal, unauthorized or otherwise improper purposes.
- 1.4. Suspension.** If Tines has a good faith basis to believe that MSP or its Authorized Users has violated or attempted to violate the use restrictions set forth in this Agreement, or that MSP’s or its Authorized Users’ use of a Paid Offering presents a material security risk, Tines may suspend access to such Paid Offering until the violation has been corrected, provided that Tines first, to the extent possible, makes a commercially reasonable effort to notify and rectify the issue with the MSP prior to such suspension.
- 1.5. Updates.** Tines reserves the right to make updates to the Paid Offerings to improve features and functionalities. Any such updates will not materially change or degrade the Paid Offerings.
- 1.6. Authorized Users.** MSP may permit MSP’s Authorized Users to access and use the Paid Offerings in connection with the Integrated Offerings, and subject to the terms and conditions of this Agreement. MSP will remain responsible for any Authorized User’s actions relating to their use of the Paid Offering.
- 1.7. Account.** MSP acknowledges that it retains administrative control over to whom MSP grants access to Customer Data hosted or processed in the Paid Offerings. MSP will promptly notify Tines if it becomes aware of any unauthorized use or access to MSP’s account or the Paid Offerings.
- 1.8. Customer Data.** MSP is responsible for, and has complete control over, the type and extent of any Customer Data processed by the Paid Offerings.

2. Intellectual Property Rights.

- 2.1. Tines’ Intellectual Property.** Tines owns and retains all right, title and interest in and to the Paid Offerings, all Intellectual Property Rights related thereto, and all derivative or related works thereof. For purposes of clarity, Tines shall own and retain (a) all right, title and interest in and to all improvements, enhancements or modifications to the Paid Offerings which are carried out under or in connection with this Agreement; (b) any software, applications, inventions or other technology developed related to the Paid Offerings, and (c) all Intellectual Property Rights related to any of the foregoing.
- 2.2. MSP’s Intellectual Property.** MSP owns and retains all right, title and interest in and to the MSP’s Offerings, all Intellectual Property Rights related thereto, and all derivative or related works thereof. For purposes of clarity, MSP shall own and retain (a) all right, title and interest in and to all improvements, enhancements or modifications to the MSP’s Offerings which are carried out under or in connection with this Agreement, whether by MSP alone or jointly with Tines, and whether based on ideas or suggestions from Tines; (b) any software, applications, inventions or other technology developed related to the MSP’s Offerings, and (c) all Intellectual Property Rights related to any of the foregoing. Subject to the limited rights granted by MSP hereunder set forth below, Tines acquires no right, title or interest from MSP or MSP’s licensors under this Agreement in or to Customer Data, including any Intellectual Property Rights therein.
- 2.3. License to Customer Data.** MSP hereby grants Tines a limited non-exclusive worldwide, royalty-free right to use, reproduce, store, transmit, perform, adapt or display Customer Data solely to the extent required for Tines’s provision of the Paid Offerings under this Agreement.

3. **Addendums.** Each Paid Offering is further governed by the additional terms and conditions that are specific to the Paid Offering covered by the applicable Addendum. Any reference to "Customer" in an Addendum shall be deemed to reference MSP and its Authorized Users.
4. **Use of Resellers.** MSP may purchase the Paid Offerings from Tines via an authorized Reseller. Orders purchased through an authorized Reseller may be placed by (i) Reseller and Tines executing an Order Form that references this Agreement and identifies the MSP, and (iii) Reseller and MSP entering into a separate agreement or order form governing payment terms and fees, as well as any other terms and conditions that Reseller and MSP deem appropriate. Any terms agreed to between Reseller and MSP that are in addition to this Agreement are solely between MSP and the Reseller. If MSP is entitled to a refund under the terms and conditions of this Agreement, Tines shall refund any applicable fees to MSP through the Reseller. Resellers shall not be authorized to make any promises or commitments on Tines' behalf, and Tines shall not be bound by any obligations between Reseller and MSP, other than as set forth in this Agreement.
5. **Fees & Pricing.**
 - 5.1. **Fees.** MSP agrees to pay all Fees as set forth in the Order Form. Except in the event of a good faith dispute, MSP may not withhold payment or claim any right of set-off without prior written consent. If MSP believes that Tines has billed MSP incorrectly, MSP must contact Tines no later than thirty (30) days after the due date of the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.
 - 5.2. **Overdue Fees.** Unpaid Fees not subject to a good faith dispute, are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. If Tines has not received payment of any undisputed Fees within forty-five (45) days after the due date, and Tines has provided written notice to MSP that Fees are overdue, Tines may (without prejudice to any of Tines's other rights and remedies) suspend MSP's access and disable passwords and accounts to all or part of the Paid Offerings and Tines shall be under no obligation to provide any or all of the Paid Offerings while the undisputed Fees under such invoice(s) concerned remain unpaid. Tines shall promptly restore all access to the Paid Offerings upon receipt of payment.
 - 5.3. **Taxes.** All Fees are exclusive of any taxes and duties such as value added tax, sales-and-use tax, import or other duties (collectively "Transaction Taxes"). MSP is responsible for paying all taxes and duty at the appropriate rate and in the manner for the time being provided by applicable law. Tines may charge applicable Transaction Taxes if they are separately stated on the original, properly submitted invoices for the Paid Offerings. Tines will not charge or collect any Transaction Taxes on Paid Offerings covered by an exemption certificate or equivalent document acceptable to a tax authority as provided by MSP.
 - 5.4. **True-Up Reports.** Upon request by Tines, MSP shall issue an accurate and up-to-date record of each MSP End Customer to Tines on a twice annual basis occurring approximately every six (6) months (or on a different time period as set forth in the Order Form), that contains all relevant information, including but not limited to (i) the full corporate entity name and address of MSP End Customer, (ii) term of license, and (iii) the quantity of the Paid Offering products required ("True-Up Report"). If a True-Up Report indicates that the number of MSP End Customers exceeds those purchased as set forth on the Order Form, then MSP shall promptly remit payment of the additional Fees set forth on the Order Form payable with respect to such excess MSP End Customers.
6. **Support Services.** The Plan purchased by MSP determines the specific Support Services the MSP is entitled to receive. Support Services are provided to MSP solely for MSP's internal use in connection with developing and providing the Integrated Offerings. MSP acknowledges and agrees that MSP shall provide its own maintenance and support services to the MSP End Customer with respect to the Managed Services Officers. MSP shall use all reasonable endeavors to attend to support queries from MSP End Customers without reliance on Tines. Notwithstanding the foregoing, Tines will respond to all reasonable requests for support services from MSP pertaining to MSP End Customers, provided such requests are submitted to Tines in accordance with the Tines Support Services Policy. For the avoidance of doubt, Tines shall not provide support services directly to any MSP End Customer.
7. **Representations and Warranties.**
 - 7.1. **Mutual Representations and Warranties.** Each Party represents and warrants that it (i) will comply with all laws, rules, and regulations applicable to the exercise of its rights and performance of its obligations under this Agreement; and (ii) has validly entered into this Agreement.
 - 7.2. **Tines Representations and Warranties.**
 - 7.2.1. **Limited Offering Warranty.** Tines represents and warrants that (i) the Paid Offerings shall perform materially in accordance with the Documentation, and (ii) the Professional Services shall be performed in a professional, workmanlike manner, consistent with generally accepted industry standards.
 - 7.2.2. **Limited Support Services Warranty.** Tines warrants that it will perform the Support Services, as applicable, in a professional, workmanlike manner, consistent with generally accepted industry practice, and in accordance with the applicable Support Services Policy.
 - 7.2.3. **Remedies.** In the event MSP believes Tines has breached the warranty set forth in Section 7.2.1(i), and if Tines is unable to correct the non-conformity in the Paid Offerings within thirty (30) days following receipt of written notice of breach, then MSP may terminate the applicable Order Form and, as MSP's exclusive remedy, receive a refund of any prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the beginning of the non-conformity period. In the event that MSP believes Tines has breached the warranty set forth in Section 7.2.1(ii) related to Professional Services, MSP must provide written notice to Tines within five (5) days following the Professional Services, and as MSP's exclusive remedy, Tines will, at its option (a) re-perform the applicable Professional Services that fail to meet this warranty, or (b) refund to MSP the fees paid for the non-conforming Professional Services.
 - 7.2.4. EXCEPT AS PROVIDED FOR IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TINES MAKES NO WARRANTIES OF ANY KIND UNDER THE AGREEMENT OR APPLICABLE EXHIBITS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - 7.3. **MSP Warranties & Responsibilities.**

- 7.3.1.** MSP is solely responsible for supplying and configuring all equipment and ancillary services needed to connect to, access or otherwise use the Paid Offerings, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like. MSP is further responsible for securing the login credentials and access controls for MSP's access to the Paid Offerings, and for internally limiting access to any aspect of the Paid Offerings as MSP desires.
- 7.3.2.** MSP shall be solely responsible for, and Tines shall have no legal obligation to honor, any warranties that MSP provides to MSP End Customers to the extent that such warranties are broader or greater in scope than those made by Tines to MSP hereunder.
- 7.3.3.** In addition to any warranties and associated disclaimers set out in the Agreement, MSP represents and warrants that: (i) it has and will maintain all relevant ownership or license rights to perform the Integrated Offerings, (ii) the Integrated Offerings will not materially damage or compromise the normal and intended operation of the Paid Offerings, and (iii) it will perform the Integrated Offerings in compliance with all applicable data protection and privacy laws.

8. Third Party Applications. MSP acknowledges that part of the functionality of the Paid Offerings involves integration with and communication and access to MSP's accounts with other third party service providers to process, retrieve, and evaluate data from such third party accounts ("**Third Party Applications**"). By using such Third Party Applications in connection with a Paid Offering, MSP hereby authorizes Tines to allow such Third Party Application to access Customer Data as necessary for the interoperation of the Paid Offering and the Third Party Application. MSP acknowledges that Tines is not responsible or liable for the accuracy, content, appropriateness, or completeness of data or content Tines receives from those Third Party Applications.

9. Data Processing. MSP is solely responsible for verifying that use by the MSP End Customers of a Paid Offering complies with any requirements under applicable law or regulation governing access to or use of the Customer Data.

10. Term & Termination

10.1. Order Form Term. An Order Form will only renew on written agreement of both MSP and Tines.

10.2. Agreement Term. This Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue in force and effect for a period of five (5) years. Thereafter, this Agreement will automatically renew for additional one (1) year periods, unless either Party gives written notice to the other Party of its intent not to renew this Agreement no later than thirty (30) days prior to expiration of the then-current term; *provided* however that to the extent there is a valid Order Form outstanding at the time of termination, this Agreement shall be deemed to be in effect for the duration of the Order Form.

10.3. Effect of Termination.

10.3.1. Termination.

10.3.1.1. Termination of Agreement. Either Party may terminate this Agreement upon giving notice in writing to the other Party if the non-terminating Party commits a material breach of this Agreement, and has failed to cure such breach within thirty (30) days following a request in writing from the notifying Party to do so.

10.3.1.2. Termination of Order Form. Each Party may terminate an Order Form upon giving notice in writing to the other Party if the non-terminating Party commits a material breach of this Agreement with respect to such Subscription and has failed to cure such breach within thirty (30) days following a request in writing from the notifying Party to do so. For purposes of clarity, termination of the Agreement under Section 10.3.1.1 shall result in the termination of any Order Forms, unless otherwise agreed to in writing by the Parties.

10.3.2. Effect of Termination. Upon the effective date of expiration or termination of any Order Form, MSP shall immediately cease any further use of the Paid Offerings related to that Order Form. Upon termination of an applicable Order Form by MSP as a result of Tines breach, Tines will refund to MSP a prorated amount of prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination. Termination or expiration of this Agreement or a related Order Form does not affect or prejudice any rights, remedies, obligations or liabilities a Party accrued up to the date of termination or expiration or the continuation or commencement of any provision that expressly or by implication is intended to survive the termination or expiration of this Agreement.

10.3.3. Deletion of Customer Data. MSP agrees that following expiration or termination of all Order Forms under the Agreement, Tines will have no obligation to retain Customer Data and will thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control. Tines shall use commercially reasonable efforts to delete all such Customer Data within sixty days following the termination or expiration of the Subscriptions.

11. Limitation of Liability.

11.1. Subject to the exclusion set forth below, in no event will the aggregate liability of either Party, arising out of or related to any Paid Offerings exceed the total amount paid by the MSP for that Paid Offering in the twelve (12) months preceding the first incident out of which the liability arose. To the extent permitted by law, neither Party will be liable for (a) special, incidental, exemplary, punitive, indirect, or any consequential damages, or (b) lost profits (direct or indirect), for loss of use or data, service interruption, business, value, revenue, goodwill, or anticipated savings whether based on contract, tort (including negligence) or any other legal or equitable theory, even if such Party has been advised of such damages in advance or if such damages were foreseeable.

11.2. Exclusions. The limitations of liability in Section 11.1 shall not apply to: (i) MSP's payment of Fees; (ii) fraud, gross negligence, or willful misconduct; (iii) a Party's indemnification obligation set forth in Section 12 below; and (iv) Tines's breach of confidentiality or breach of Customer Data, which such limitation is set forth in Section 11.3 below.

11.3. Breach of Confidentiality; Data Breach. The total aggregate liability of Tines under this Agreement for the unauthorized destruction, loss, alteration or theft of, or unauthorized access or other compromise to, Confidential Information and Customer

Data shall not exceed the lesser of (i) five (5) times the amount paid under the Order Form in the preceding 12 months; or (ii) two million dollars.

12. Indemnification.

12.1. Tines's Obligations. Tines hereby agrees to indemnify and defend MSP, and pay all damages (including attorneys' fees and costs) actually awarded against MSP, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against MSP by a third party (including those brought by a government entity) alleging that a Paid Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (an "**IP Claim**"). Tines will have no obligation under the foregoing provision to the extent an IP Claim arises from (i) Customer Data, (ii) a modification of the Paid Offerings not made, authorized, directed or provided by Tines, (iii) combination of the Paid Offerings with the Integrated Offerings, (iv) MSP's use of the Paid Offering in a manner contrary to the instructions given to MSP by Tines, (v) MSP's failure to use corrections or enhancements to the Paid Offerings provided by Tines, (vi) MSP's use of the Paid Offerings in combination with any products or services where such combination was not within the reasonable contemplation of the Parties or in breach of the terms of this Agreement or (vii) MSP's use of the Paid Offerings after notice of the actual infringement from Tines or any appropriate authority. Tines may in its sole discretion and at no cost to the MSP: (1) modify any Paid Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for MSP's continued use of the Paid Offering, in accordance with this Agreement, or (3) terminate the Paid Offering and refund to MSP any prepaid fees covering the unexpired Subscription Term.

12.2. MSP's Obligations. MSP hereby agrees to indemnify and defend Tines, and pay all damages (including attorneys' fees and costs) actually awarded against Tines, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Tines by a third party (including those brought by a government entity) alleging that the Integrated Offerings, or use thereof, infringe or misappropriate such third party's intellectual property rights, patent, copyright, trademark or trade secret.

12.3. Process for Indemnification. The indemnification obligations above are subject to the Party seeking indemnification to: (i) provide the other Party with prompt written notice of the specific claim; (ii) give the indemnifying Party sole control of the defense and settlement of the claim (except that the indemnifying Party may not settle any claim that requires any action or forbearance on the indemnified Party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) give the indemnifying Party all reasonable assistance, at such Party's expense.

13. Confidentiality. Except as otherwise provided herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. This provision does not apply to information which (i) is or becomes publicly known or is readily ascertainable through no act or omission of the receiving Party, (ii) is lawfully in the possession of the receiving Party before the disclosure took place, (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure, (iv) was communicated by disclosing Party to an unaffiliated third party free of any obligation of confidence and/or (v) is independently developed by the receiving Party without use of the confidential information of the disclosing Party. Further, either Party may disclose confidential information of the other Party as required by governmental or judicial order, provided such Party gives the other Party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, each Party shall treat the other Party's Intellectual Property Rights as confidential information and shall not disclose, disseminate or distribute such materials to any third party without the other Party's prior written permission. Each Party's obligations under this Clause 12 shall apply at all times during the term of this Agreement and shall survive termination of this Agreement.

14. Miscellaneous.

14.1. Governing Law.

14.1.1. North American Based MSPs. For all MSPs whose principal place of business is in the United States, 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.

14.1.2. All Other MSPs. For all other MSPs, 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.

14.2. Feedback. MSP may volunteer feedback to Tines about the Paid Offerings. Tines may use such feedback for any purpose without any compensation or obligation to MSP provided that, in doing so, Tines shall not breach the obligations of confidentiality under Section 13 of this Agreement and shall not use MSP's name or logo without MSP's prior written consent.

14.3. Entire Agreement. Each Order Form governed by this Agreement and the terms and conditions of this Agreement (including any attachments, exhibits, and Addendums), constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor onboarding process and documentation, or web portal shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

14.4. Relationship of the Parties. Tines is an independent contractor. No right or cause of action for any third party is created by the Agreement or any transaction under it.

14.5. Force Majeure. Neither Party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.

14.6. Severability; No Waiver. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

14.7. Assignment. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other. However, either Party may assign the Agreement to its Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

14.8. Notices. Any notice to the MSP will be sent to the contact information set forth in the Order Form, and shall be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours after delivery. Notices to Tines shall be provided to Legal@tines.io.

15. Definitions and Interpretation

15.1. "Addendum" means an addendum to this Agreement which sets forth additional terms and conditions that are specific to the Paid Offerings covered by such addendum. In the event the MSP purchases (i) a Cloud Service, the Addendum located at <https://www.tines.com/cloud-service-addendum-feb-2024> is hereby incorporated by reference; (ii) a Self-Hosted Service, the Addendum located at <https://www.tines.com/self-hosted-software-addendum-feb-2024> is hereby incorporated by reference; and/or (iii) Professional Services, the Addendum located at <https://www.tines.com/professional-services-addendum-feb-2024> is hereby incorporated by reference and references to "Customer" therein shall be deemed to refer to MSP.

15.2. "Affiliates" means a legal entity that controls, is controlled by, or is under common control with a Party, where "control" is defined as owning more than fifty (50)% of the voting shares of such entity.

15.3. "Authorized Users" shall mean MSP's consultants, contractors, Affiliates and agents, as well as MSP End Customers, authorized by MSP to use the Paid Offerings solely for MSP's delivery of the Integrated Offerings.

15.4. "Cloud Service" means Tines's software-as-a-service offering, and all additions, updates, new versions and new releases thereof made available by Tines to MSP.

15.5. "Customer Data" means any data that is ingested by or on behalf of the MSP or MSP End Customers into a Paid Offering from MSP's or MSP's End Customer's data sources, including credential data (i.e., data stored relating to the MSP's Authorized Users and their respective credentials).

15.6. "Documentation" means the user manuals, help guides, help videos or on-line help functions for the Paid 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>.

15.7. "Fees" means the fees payable by MSP in respect of a Subscription for which MSP has subscribed as set out in an Order Form.

15.8. "Intellectual Property" or "Intellectual Property Rights" means any and all intellectual property rights, including all copyright, patent, trade secret, trademark, moral rights, authorship, stories, rights of publicity, and other intellectual property rights throughout the world.

15.9. "Internal Business Purpose" means MSP's use of a Paid Offering for MSP's own internal business operations, including monitoring or processing of MSP's data from MSP's systems, networks, and devices and does *not* include monitoring or servicing the systems, networks, data, and devices of third parties.

15.10. "Integrated Offerings" means a product or service whereby MSP provides day-to-day operations and management of all, or a portion of, MSP End Customer's network, applications and data processing operations, and incorporates one or more Paid Offerings therein.

15.11. "MSP" 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.

15.12. "MSP Customer Agreement" means a legally enforceable agreement between MSP and an MSP End Customer to purchase a Managed Services Offering.

15.13. "MSP End Customer" means an unaffiliated third party client of MSP that has entered into an MSP Customer Agreement.

15.14. "MSP's Offerings" means MSP's products or services utilized in the Integrated Offering.

15.15. "Order Form" means Tines's quote or ordering document accepted by MSP via MSP's (i) execution of a Tines's order form, (ii) issuance of a purchase order or other ordering document submitted to Tines's 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. Orders do not include the terms of any preprinted terms on MSP's purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

15.16. "Paid Offerings" means the Professional Services, Self-Hosted Software, Cloud Service, or any other services, subscriptions and licenses to Tines's products and services that are acquired by the MSP under an Order Form and subject to the applicable Plan referenced in the Order Form.

15.17. "Plan" means the pricing plan and related features set forth in the Order Form.

15.18. "Professional Services" means configuration, implementation, and/or development services provided by Tines to MSP, as set forth in an Order Form.

15.19. "Reseller" means an authorized distributor, reseller or other channel partner for Tines.

15.20. "Tines" means as follows: (i) for all MSPs whose principal place of business is in the United States, this Agreement shall be entered into with Tines Automation Inc., a Delaware corporation with its principal place of business located at 1 Lincoln Street, Boston, MA 02111; and (ii) for all other MSPs, this Agreement shall be entered into with Tines Security Services Limited, an Irish entity with its principal place of business located at 42 Pearse Street, Dublin, D02 YX88, Ireland.

15.21. "Self-Hosted Software" means the software offering application for use by MSP as set forth in the Order, and all additions, updates, new versions and new releases thereof made available by Tines to MSP.

15.22. "Subscription Term" means the term set forth in the applicable Order Form.

15.23. "Support Services" means the level of support and maintenance services provided in accordance with the terms of the Support Services Policy, which is located here: <https://www.tines.com/support-services-policy-feb-2024>