

## TINES SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) sets forth Tines’ commitment to, and the Customer’s sole remedy regarding, Tines’ Uptime Commitment (as defined below). Any capitalized terms used but not defined herein shall have the meanings set forth in the master agreement executed by and between Tines and the Customer (the “Agreement”). This SLA is not applicable to any free (including but not limited to Tines Community Edition), proof-of-concept, or unpaid trial services or offerings provided by Tines.

1. **Service Level Commitment.** During the Subscription Term, Tines will use commercially reasonable efforts to ensure that the Cloud Service is available with a total Monthly Uptime percentage of 99.9%, subject to the exclusions set forth below (the “Uptime Commitment”). Customer can monitor the current uptime availability at <https://status.tines.com>.
2. **Service Level Credits.** If Tines fails to achieve the Uptime Commitment, the Customer may claim a service level credit (the “Service Credit”) for such Cloud Service as provided below:

Downtime	Service Credit
If the Cloud Service is not available for 30 (thirty) consecutive minutes or more in one month	5% of the Monthly Fees
If the Cloud Service is not available for 60 (sixty) consecutive minutes or more in one month	10% of the Monthly Fees

“Monthly Fees” means (a) the monthly Fees invoiced for the affected Subscription, if Customer has a monthly Subscription, as set forth in the applicable Order Form, or (b) 1/12 of the annual Fees invoiced for the affected Subscription, if Customer has an annual Subscription, as set forth in the applicable Order Form. For purposes of clarity, the Monthly Fees shall be based solely on the Fees set forth in the Order Form for the affected Cloud Service and expressly excludes any Fees for any other Paid Offerings.

“Monthly Uptime” means the percentage of time the Cloud Service is available and operational within a given calendar month

3. **Exclusions.**
  - a. Customer shall not be entitled to any Service Credits if Customer is in breach of Customer’s Agreement with Tines, including breach due to non-payment.
  - b. For purposes of calculating the Monthly Uptime set forth in Section (2) above, any downtime as a result of any of the following shall not be considered in the calculation:
    - i. Account suspension or termination due to Customer’s breach of the Agreement;
    - ii. Routine scheduled maintenance, which Tines shall use commercially reasonable efforts to schedule during non-Business hours;

- iii. Unscheduled, emergency maintenance, including as a result of Tines' compliance with Tines' information security policies;
  - iv. An emergency caused by factors outside of Tines' reasonable control, including force majeure events such as acts of God, acts of government, flood, fire, earthquake, civil unrest, or acts of terror;
  - v. Downtime as a result of Customer's breach of the Agreement;
  - vi. Downtime as a result of Customer's equipment, software or other technology;
  - vii. Connectivity by the Customer to or from a third party system outside the control of Tines;
  - viii. Failures resulting from software or technology for which Tines is not responsible under the Agreement; or
  - ix. Issues due to any acts or omissions by Customer or a third-party outside of the control of Tines.
- 4. Process to Receive Service Credit.** In order to receive a Service Credit, the Customer must claim the Service Credit in writing by email to [finance@tines.io](mailto:finance@tines.io) within thirty (30) days after the end of the month for which the Service Credit is claimed. Customer must provide any reasonably requested information or documentation regarding the downtime. If Tines confirms the validity of the request, the Service Credits will be applied to the Customer's next invoice. Service Credits do not entitle the Customer to a refund or other payment from Tines. Service Credits may not be redeemed for cash and shall not be cumulative beyond a total of Service Credits for (a) one twelfth (1/12th) of the annual Fees paid during the applicable Subscription Term, or (b) one month of Fees paid during the applicable Subscription Term, as applicable. Failure to claim the Service Credits in accordance with this Section (4) will constitute a waiver of all of the Customer's rights and remedies with respect to such Uptime Commitment failure. The provisions of this paragraph constitute the Customer's sole and exclusive remedy, and Tines sole and exclusive liability, with respect to failures of Uptime Commitment and this SLA.