

TINES
GENERAL TERMS
FOR
PUBLIC SECTOR CUSTOMERS

These General Terms, including all attachments and Addendum (collectively, the “**Agreement**”) is entered into by and between Tines Automation, Inc., a Delaware corporation with its registered office at WeWork, 1 Lincoln Street, Boston, MA 02111 (“**Tines**”) and the Customer (as defined below) (each a “**Party**” and collectively the “**Parties**”). In the case of a Public Sector Customer, to the extent applicable, this Agreement shall be made an addendum to the government contract or purchase order.

1. License Terms.

- 1.1. Limited License.** Subject to the terms and conditions of this Agreement, Tines hereby grants Customer a limited, non-exclusive, non-transferable, revocable, and non-sublicensable right to access and use the Paid Offerings for Customer’s Internal Business Purpose (the “**Subscription**”) during the term set forth on the applicable Order Form (the “**Subscription Term**”).
- 1.2. Restrictions.** Except as expressly permitted by the terms of this Agreement, Customer and its Authorized Users shall not:
- 1.2.1.** 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;
 - 1.2.2.** introduce any malicious code including viruses, worms, malware, spyware, Trojan horses or other harmful code to the Paid Offerings;
 - 1.2.3.** intentionally interfere with or disrupt the integrity or performance of the Paid Offerings;
 - 1.2.4.** access and/or use the Paid Offerings (i) other than for Customer’s own Internal Business Purpose; (ii) for time sharing or service bureau purposes or otherwise provide the benefit of the Paid Offerings to a third party or (iii) in order 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
 - 1.2.5.** use the Paid Offerings for any illegal, unauthorized or otherwise improper purposes.
- 1.3. Suspension.** If Tines has a good faith basis to believe that Customer has violated or attempted to violate the use restrictions set forth in this Agreement, or that Customer’s 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 Customer prior to such suspension.
- 1.4. Revisions.** Tines reserves the right to make modifications and revisions to the Paid Offerings to improve features and functionalities. Any such updates will not materially change or degrade the Paid Offerings, including the features, functionality, performance or security.
- 1.5. Authorized Users.** Customers may permit Customer’s authorized consultants, contractors, Affiliates, and agents (“**Authorized Users**”) to access and use the Paid Offerings solely on Customer’s behalf and in connection with providing Paid Offerings to Customer, and subject to the terms and conditions of this Agreement. Customer will remain responsible for any Authorized User’s actions relating to their use of the Paid Offering. Customer and its Authorized users shall use the Paid Offerings in accordance with the terms of this Agreement and Tines’ Fair Use Policy attached hereto.
- 1.6. Account.** Customer acknowledges that it retains administrative control over to whom Customer grants access to Customer Data hosted or processed in the Paid Offerings. Customer will promptly notify Tines if it becomes aware of any unauthorized use or access to Customer’s account or the Paid Offerings.
- 1.7. Customer Data.** Customer 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 shall own and retain 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 any Professional Services or Support Services, whether by Tines alone or jointly with Customer, and whether based on ideas or suggestions from Customer; (b) any software, applications, inventions or other technology developed in connection with any Professional Services or Support Services, and (c) all Tines Intellectual Property Rights related to any of the foregoing.
- 2.2.** This Agreement grants Customer a limited right to use the Paid Offerings, however, nothing in this Agreement shall be understood to grant Customer any Intellectual Property Rights in and to any of the Paid Offerings. All logos, trademarks, service marks, and graphics used in connection with the Paid Offerings remain the sole property of Tines.
- 2.3.** Customer 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. Subject to the limited rights granted by Customer hereunder, Tines acquires no right, title or interest from Customer or Customer’s licensors under this Agreement in or to Customer Data, including any Intellectual Property Rights therein.

- 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.
- 4. Use of Resellers.** 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 end Customer, and (iii) Reseller and end Customer entering into a separate agreement or order form governing payment terms and fees, as well as any other terms and conditions that Reseller and Customer deem appropriate.

Any terms agreed to between Reseller and Customer that are in addition to this Agreement are solely between Customer and the Reseller. When Customer purchases a Subscription via a Reseller, the payment terms set forth in Section 5 below shall not be applicable. If Customer is entitled to a refund under the terms and conditions of this Agreement, Tines shall refund any applicable fees to Customer 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 Customer, other than as set forth in this Agreement.

5. Fees.

Customer agrees to pay all Fees as set forth in the Order Form. Except in the event of a good faith dispute, Customer may not withhold payment or claim any right of set-off without prior written consent. If Customer believes that Tines has billed Customer incorrectly, Customer 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.

6. **Support Services.** The Plan purchased by the Customer determines the specific Support Services the Customer is entitled to receive. Support Services are provided to Customer solely for Customer's Internal Business Purpose. Customer shall not (i) use the Support Services to supply any consulting, training, or third party services; or (ii) use Support Services for one Subscription to obtain support for another Subscription with a lower Plan and associated Support Services level.

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 Customer 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 Customer may terminate the applicable Order Form and, as Customer'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 Customer believes Tines has breached the warranty set forth in Section 7.2.1(ii) related to Professional Services, Customer must provide written notice to Tines within five (5) days following the Professional Services, and as Customer'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 Customer 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. **Customer Responsibilities.** Customer 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. Customer is further responsible for securing the login credentials and access controls for Customer's access to the Paid Offerings, and for internally limiting access to any aspect of the Paid Offerings as Customer desires.

8. **Third Party Applications.** Customer acknowledges that part of the functionality of the Paid Offerings involves integration with and communication and access to Customer'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, Customer 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. Customer 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. Term & Termination

9.1. **Subscription Term.** An Order Form will only renew on written agreement of both Customer and Tines. Each Party may terminate a Subscription 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.

9.2. **Agreement Term.** This Agreement will commence on the Effective Date and, unless earlier terminated in as set forth below, continue in force and effect for a period of five (5) years. Thereafter, this Agreement will renew on written agreement of the Parties. 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. In addition, either Party may terminate this Agreement (and any underlying Order Forms) at any time if (i) a receiver is appointed for the other Party or its property, (ii) the other Party makes an assignment for the benefit of its creditors, (iii) proceedings are commenced by or for the other Party under any bankruptcy, insolvency, or debtor's relief law (and not dismissed within 120 days), (iv) the other Party liquidates or dissolves or attempts to do so, or (v) the other Party assigns or

purports to assign this Agreement in breach of its provisions. For the avoidance of doubt, termination of this Agreement under the foregoing provisions will result in the termination of all Order Forms.

9.3. Effect of Termination.

- 9.3.1. Upon the effective date of expiration or termination of this Agreement, all active Subscriptions shall cease and all licenses granted under this Agreement shall immediately terminate.
- 9.3.2. Upon the effective date of expiration or termination of any Order Form, Customer shall immediately cease any further use of the Paid Offerings related to that Order Form.
- 9.3.3. Upon termination of an applicable Order Form by Customer as a result of Tines breach, Tines will refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination.
- 9.3.4. Termination or expiration of this Agreement 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.
- 9.3.5. Customer agrees that following expiration or termination of all Subscriptions 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.

10. Limitation of Liability.

- 10.1. 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 Customer for that Paid Offering in the twelve (12) months preceding the first incident out of which the liability arose.
- 10.2. 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.
- 10.3. **Exclusions.** The limitations of liability in Section 10.1 shall not apply to: (i) Customer's payment of Fees; (ii) fraud, gross negligence, or willful misconduct; (iii) a Party's indemnification obligation set forth in Section 11 below; and (iv) Tines's breach of confidentiality or breach of Customer Data, which such limitation is set forth in Section 10.4 below.
- 10.4. **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.

11. Indemnification.

- 11.1. **Tines's Obligations.** Tines hereby agrees to indemnify and defend Customer, and pay all damages (including attorneys' fees and costs) actually awarded against Customer, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Customer 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 Offerings not made, authorized, directed or provided by Tines, (iii) Customer's use of the Paid Offering in a manner contrary to the instructions given to Customer by Tines, (v) Customer's failure to use corrections or enhancements to the Paid Offerings provided by Tines, (vi) Customer'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) Customer'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 Customer: (1) modify any Paid Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for Customer's continued use of the Paid Offering, in accordance with this Agreement, or (3) terminate the Paid Offering and refund to Customer any prepaid fees covering the unexpired Subscription Term.
- 11.2. **Customer's Obligations.** Unless expressly prohibited by applicable law, Customer will defend and indemnify Tines, and pay all damages (including attorneys' fees and costs) 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) that alleges that the Customer Data infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party.
- 11.3. **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.
- 11.4. **For Public Sector Customers only:** Any provisions in the Agreement imposing indemnification obligations on the Public Sector Customer (including Section 11.2 above) are hereby waived and shall not apply except to the extent expressly authorized by applicable law.

- 12. **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.

13. Miscellaneous.

- 13.1. Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the applicable Public Sector Customer without reference to conflict of laws. In the absence of applicable law, the laws of the State of Delaware shall apply.
- 13.2. Feedback.** Customer may volunteer feedback to Tines about the Paid Offerings. Tines may use such feedback for any purpose without any compensation or obligation to Customer provided that, in doing so, Tines shall not breach the obligations of confidentiality under Section 12 of this Agreement and shall not use Customer's name or logo without Customer's prior written consent.
- 13.3. 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.
- 13.4. 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.
- 13.5. Force Majeure.** Neither Party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.
- 13.6. Severability; No Waiver.** If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.
- 13.7. Assignment.** Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other.
- 13.8. Notices.** Any notice to the Customer 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.
- 13.9. Government Rights.** All Paid Offerings have been developed solely at private expense and constitute "commercial computer software" and "commercial computer software documentation." All government end users acquire the Paid Offerings solely in accordance with the terms and conditions set forth in this Agreement. If any governmental agency has a need for rights not specifically conveyed pursuant to the Agreement, such agency must negotiate with Tines to determine if such additional rights are acceptable, and a mutually agreed upon written agreement specifically conveying such rights must be executed. The Paid Offerings are provided pursuant to this Agreement in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and for Department of Defense transactions, DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation) and DFARS 227.7202-4.

14. DEFINITIONS

- 14.1. "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 Customer purchases (i) a Cloud Service, the Cloud Service Addendum attached hereto is hereby incorporated by reference; (ii) a Self-Hosted Service, the Self-Hosted Software attached hereto is hereby incorporated by reference; and/or (iii) Professional Services, the Professional Services Addendum attached hereto is hereby incorporated by reference.
- 14.2. "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.
- 14.3. "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 Customer.
- 14.4. "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.
- 14.5. "Customer Data"** means any data that is ingested by or on behalf of the Customer into a Paid Offering from Customer's internal data sources, including credential data (i.e., data stored relating to the Customer's authorized users and their respective credentials).
- 14.6. "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>.
- 14.7. "Fees"** means the fees payable by Customer in respect of a Subscription for which Customer has subscribed as set out in an Order Form.
- 14.8. "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.
- 14.9. "Internal Business Purpose"** means Customer's use of a Paid Offering for Customer's own internal business operations, including monitoring or processing of Customer's data from Customer's systems, networks, and devices and does *not* include monitoring or servicing the systems, networks and devices of third parties.

- 14.10. "Order Form"** means Tines's quote or ordering document accepted by Customer via Customer'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 Customer's purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.
- 14.11. "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 Customer under an Order Form and subject to the applicable Plan referenced in the Order Form.
- 14.12. "Plan"** means the pricing plan and related features set forth in the Order Form.
- 14.13. "Public Sector Customer"** means a Customer that is a United States federal, state, and/or local government customer.
- 14.14. "Professional Services"** means configuration, implementation, and/or development services provided by Tines to Customer, as set forth in an Order Form.
- 14.15. "Reseller"** means an authorized distributor, reseller or other channel partner for Tines.
- 14.16. "Self-Hosted Software"** means the software offering application for use by Customer as set forth in the Order, and all additions, updates, new versions and new releases thereof made available by Tines to Customer.
- 14.17. "Support Services"** means the level of support and maintenance services provided in accordance with the terms of the Support Services Policy attached hereto.

Tines Automation Inc.	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

FAIR USE POLICY

TINES FAIR USE POLICY

This **FAIR USE POLICY** (“**Policy**”) outlines the guidelines and acceptable use of the software and related offerings provided by Tines (the “**Offerings**”). The goal of this Policy is to ensure a fair and consistent experience for all customers and maintain the overall performance and reliability of our Offerings. This Policy forms an integral part of the master agreement or terms agreed to by and between Tines and any users of our Offerings (each, a “**Customer**”).

1. **Acceptable Use Generally.** Users of our Offerings are expected to use the Offerings in a manner consistent with its intended purpose and in compliance with licensing restrictions, as well as applicable laws and regulations. This includes using workflow features, Story Units/Flows, stories/storyboards, and other platform elements as designed for legitimate business processes.
2. **Internal Use Only.** The Offerings are intended to be used in support of Customer’s internal business operations unless otherwise agreed in writing between Tines and the Customer.
3. **Prohibited Uses.** The following uses of our Offerings are prohibited:
 - a. Illegal Activities: Any use of the Offerings for activities that violate applicable laws and regulations, or otherwise infringe on the rights of others.
 - b. Harmful or Excessive Usage: Engaging in activities that (i) consume excessive system resources, which may impair the performance of the Offerings for other Customers or (ii) that disrupt or harm the Offerings, including using the Offerings in a manner intended to improperly avoid incurring additional fees.
 - c. Hazardous Uses. Using the Offerings in connection with the operation of dangerous or hazardous activities, including activities that, if the Offerings failed to perform, could result in personal injury, property damage, death, or environmental damage. Such prohibited activities include but are not limited to the operation of nuclear facilities, aircraft navigation, life-saving medical devices, and/or critical communication systems.
 - d. Attempts to Circumvent License Restrictions. Any attempts to artificially manipulate the structure, connection, or organization of automations, Story Units/Flows, stories/storyboards, or other platform elements with the primary intent of circumventing licensing terms or reducing resource consumption contrary to the spirit of the agreement.
4. **Usage Limitations.** To ensure fair usage and maintain the quality of our Offerings, Tines may impose reasonable limits on the use of our Offerings. Any such limits shall only be imposed after advanced notice has been provided by Tines to Customer, and Customer has been given a reasonable opportunity to curtail such excess usage.
5. **Compliance.** Tines reserves the right to monitor the use of our Offerings to ensure compliance with this Policy, provided Tines shall at all times act in accordance with the master terms and conditions agreed to between Tines and a Customer. If Tines determines that a Customer is in violation of this Policy, Tines may take appropriate actions, including but not limited to (i) issuing a notice to the Customer about such violation and providing an opportunity to resolve the situation, or, (ii) if it is not feasible to provide such notice given the nature of the violation, Tines may temporarily suspend access to the Offerings until such issue is resolved.
6. **Communication.** Customers are encouraged to engage with Tines if they find their usage patterns changing significantly or if they require clarification on how their use of the Offerings aligns with this Policy. This proactive communication helps ensure that licensing agreements remain appropriate for evolving Customer needs.
7. **Updates.** Tines may update this Policy from time to time to reflect changes in our Offerings or to comply with legal or regulatory requirements. Tines will notify users of any material changes to this Policy.
8. **Questions.** If you have any questions about this Policy or believe that a Customer is in violation of this Policy, please contact Tines’ Legal team at Legal@tines.io.

CLOUD SERVICE ADDENDUM

TINES CLOUD SERVICE ADDENDUM

This CLOUD SERVICE ADDENDUM (this “**Cloud Service Addendum**”) sets forth additional terms and conditions related to Customer’s purchase of one or more Cloud Services. Capitalized terms not defined in this Cloud Service 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 Cloud Services. During the Subscription Term, Tines will provide to Customer the right to use the Cloud Service in accordance with the specific Subscription set forth in the Order Form.

2. Use Restrictions. In addition to the restrictions set forth in the General Terms, Customer shall not (i) use the Cloud Service to process any protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 unless the Customer and Tines enter into a separate Business Associate Addendum; or (ii) use the Cloud Service to store or process any classified information or controlled unclassified information, or data subject to export controls under the International Traffic in Arms Regulations maintained by the U.S. Department of State.

3. Data Processing and Security.

- 3.1. To the extent Customer communicates any Customer Data to Tines that relates to an identified or identifiable individual (“**Personal Data**”), or Tines obtains access to any such Personal Data, Tines agrees that it does not and will not knowingly collect, access, use, store, disclose, transfer or otherwise process any such Personal Data except (i) to implement and deliver the Paid Offerings; (ii) as expressly permitted by Customer in this Agreement; or (iii) as compelled by law. The Data Processing Agreement, attached as Attachment 1 (the “**DPA**”), shall govern the processing of any such Personal Data.
- 3.2. Tines maintains administrative, physical, and technical safeguards to protect the security of the Customer Data on the Paid Offerings, as set forth in the Information Security Addendum attached hereto as Attachment 2 (the “**InfoSec Addendum**”). Tines’s safeguards include, without limitation, (i) employee security training, background checks in accordance with local laws, and confidentiality obligations; (ii) Customer Data encryption both at rest and in transit, (iii) incident management and response procedures; and (iv) third party audits to ensure and validate Tines’ internal controls. More information may be found in the InfoSec Addendum. Tines may access the Customer Data for the sole purposes of (i) providing the Paid Offerings, including debugging or otherwise resolving issues with the Customer’s access to and use of the Paid Offerings; or (ii) for information security purposes, to the extent necessary and only in compliance with the InfoSec Addendum and, as applicable, the DPA.
- 3.3. **Usage Data.** In addition to the Customer Data, the Cloud Services provide certain Usage Data to Tines. “**Usage Data**” includes configuration data (i.e., data regarding how the Customer configures the stories, users, actions, or other product features) and analytic logs and analytic events data (i.e., data regarding how the Customer accesses and uses the Offerings). Tines uses the Usage Data for product improvements, identifying performance issues, providing support, and improving the Paid Offerings.
- 3.4. Tines processes all Usage Data and Customer Data in accordance with all applicable data protection laws, including where applicable, European Data Protection Laws and US Privacy Laws; in each case as may be amended, superseded, or replaced. Usage Data as well as Customer Data shall be considered confidential information of the Customers for purposes of Section 12 (Confidentiality) of the General Terms.
- 3.5. The Paid Offerings may incorporate certain artificial intelligence technologies (“**AI Technologies**”) to enhance functionality, performance, and user experience, as described more fully in the Documentation. Customer retains full control over the extent to which Customer Data is processed by the AI Technologies, and Customer may opt-out of using any such AI Technologies at any time via the Paid Offerings’ interface. To the extent Customer utilizes the AI Technologies, Tines represents and warrants that Customer Data shall not be used for the training of the AI Technologies.

4. Data Deletion. Customer agrees that following the expiration or termination of all Subscriptions under the Agreement, Tines will make Customer Data available to the Customer for export under a Tines Community Edition subscription, for a period of thirty (30) days following the effective date of expiration or termination of the Subscriptions (the “**Data Retrieval Period**”). Customer acknowledges that Customer must affirmatively notify Tines of its desire to export the Customer Data during the Data Retrieval Period. Following the Data Retrieval Period, Tines shall have no obligation to retain Customer Data and will thereafter, unless legally prohibited, use commercially reasonable efforts to delete all Customer Data in its systems or otherwise in its possession or under its control within 30 days following the Data Retrieval Period.

5. Service Level Schedule. Tines’ Service Level Schedule attached hereto as Attachment 3 will apply to the availability and uptime of the Cloud Service(s), subject to planned downtime. Customer will be entitled to service credits for downtime in accordance with the applicable Service Level Schedule.

ATTACHMENT I: DATA PROCESSING AGREEMENT

TINES DATA PROCESSING ADDENDUM

The Tines Data Processing Addendum ("DPA") forms part of the agreement between Customer and Tines (each as defined on the applicable Order Form). This DPA, together with the General Terms, or such other written agreements executed by the parties to govern the use of the Offerings, shall be referred to as the "Agreement". Any terms used herein which are not defined shall have the meanings ascribed to them in the General Terms. The parties hereby agree as follows:

Clause I. Definitions.

The following capitalized terms, when used in this DPA, will have the corresponding meanings provided below:

1. **"Applicable Data Protection Laws"** means all data protection and privacy laws and regulations applicable to the respective party in its role related to the processing of Customer Personal Data pursuant to the Agreement, including where applicable, European Data Protection Laws and US Privacy Laws; in each case as may be amended, superseded, or replaced.
2. **"Customer Personal Data"** means any information that relates to an identified or identifiable natural person and which is protected as "personal data", "personal information", or "personally identifiable information" under Applicable Data Protection Laws and that is processed by a Tines Offering at the direction of the Customer pursuant to the Agreement.
3. **"EEA"** means the countries that are parties to the agreement on the European Economic Area, and Switzerland.
4. **"European Data Protection Laws"** means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC ("e-Privacy Directive"); (iii) any applicable national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance ("Swiss DPA"); and (v) in respect of the United Kingdom ("UK"), the Data Protection Act 2018 and the GDPR as saved into UK law by virtue of section 3 of the UK's European Union (Withdrawal) Act 2018 ("UK GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the UK's European Union (Withdrawal) Act 2018; in each case as may be amended, superseded or replaced.
5. **"Process(ing)"** shall have the meaning ascribed in the Applicable Data Protection Laws.
6. **"Restricted Transfers"** mean: (i) where the GDPR applies, a transfer of Customer Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission (an "EEA Restricted Transfer"); (ii) where the UK GDPR applies, a transfer of Customer Personal Data from the UK to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 (a "UK Restricted Transfer"); and (iii) where the Swiss DPA applies, a transfer of Customer Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (a "Swiss Restricted Transfer").
7. **"Security Breach"** means any confirmed security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data that Tines has an obligation to safeguard under this DPA.
8. **"Standard Contractual Clauses"** or **"SCCs"** means the standard contractual clauses as adopted by the EU Commission by means of the Implementing Decision EU 2021/914 of June 4, 2021, as amended, superseded, or replaced from time to time.
9. **"Sub-processor"** means any processor engaged by Tines or its Affiliates to assist in fulfilling its obligations with respect to processing Customer Personal Data in the course of providing the Tines Offerings pursuant to the Agreement or this DPA. Sub-processors may include third parties or Tines Affiliates.
10. **"Tines Security Standards"** mean Tines' then-current security standards for the processing of Customer Personal Data, as set forth in the Tines Information Security Addendum.
11. **"UK Addendum"** means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner's Office under S.I19(A) of the UK Data Protection Act 2018.
12. **"US Privacy Laws"** means, as applicable: the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq. (2018) as amended by the California Privacy Rights Act of 2020 ("CPRA") (together the "CCPA"), the Virginia Consumer Data Protection Act ("VCDPA"), the Connecticut Data Privacy Act ("CTDPA"), the Colorado Privacy Act ("CPA"), , the Utah Consumer Privacy Act ("UCPA"), , and any other applicable US state privacy or data protection laws that have come into force at the time of the parties' execution of this DPA.
13. **"Usage Data"** includes configuration data (i.e., data regarding how the Customer configures the stories, users, actions, or other product features) and analytic logs and analytic events data (i.e., data regarding how the Customer accesses and uses the Offerings). Tines uses the Usage Data for product improvements, identifying performance issues, providing support, and improving the Paid Offerings.

Clause II. Universal Data Processing Terms. The following terms shall apply to all Customer Personal Data processed by Tines on behalf of Customer as a processor or service provider in the course of providing the Offerings, regardless of the source of the data.

1. **Processing of Customer Personal Data.**
 - a. Customer is a business or the controller (as applicable) with respect to the processing of Customer Personal Data. Customer hereby grants Tines general authorization to process Customer Personal Data as a processor or service provider (as applicable) on its behalf in connection with the Tines Offerings and appoint other subprocessors to support the Offerings, including, without limitation, by processing Customer Personal Data, as provided herein. In the event that Customer is considered a processor or service provider acting on behalf of its own customers, Tines shall process the Customer Personal Data as a sub-processor or service provider acting on behalf of Customer.
 - b. Tines shall: (a) Process the Customer Personal Data only in accordance with the instructions provided by Customer to Tines, as set forth in the Agreement, unless otherwise required by an Applicable Data Protection Law or other law to which Tines is subject; (b) implement and maintain the Tines Security Standards to protect the Customer Personal Data; and (c) ensure that only authorized personnel who are under written confidentiality obligations have access to such Customer Personal Data.
 - c. Customer is responsible for determining and controlling the nature and extent of Processing of Customer Personal Data by Tines to deliver the Offerings. Customer is responsible for its lawful use of the Offerings and for the lawfulness of its own processing of Customer Personal Data under or in connection with the Offerings. Customer represents and warrants that it has provided all notices and disclosures regarding the processing of

Customer Personal Data required by Applicable Data Protection Laws and obtained valid data subject consent, where applicable, as required by Applicable Data Protection Laws to process Customer Personal Data pursuant to the Agreement.

- d. With respect to the Cloud Services, Tines will only host Customer Personal Data in the region(s) offered by Tines and selected by Customer on an Order Form (the “**Hosting Regions**”). Customer is solely responsible for the regions from which it accesses the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer, and for any subsequent designation of other Hosting Regions. Once Customer has selected a Hosting Region, Tines will not process Customer Personal Data from outside the Hosting Region except as necessary to provide the Tines Offerings to Customer in accordance with the Agreement, which may include transfers of Usage Data, as described above, to where Tines’s Sub-processors maintain data processing operations, or as necessary to comply with the law or binding order of a governmental body. Customer acknowledges regardless of the Hosting Region selection, where Customer is receiving Cloud Services, Usage Data (as defined in the Cloud Addendum) will be transferred and replicated in Tines’s data warehouse in EMEA.
- e. Tines has no obligation to assess the contents or accuracy of the Customer Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Tines Offerings will meet Customer’s requirements and legal obligations under Applicable Data Protection Laws.
- f. Taking into account the nature of the processing, and the information available to Tines, Tines shall provide reasonable assistance to Customer to enable Customer to fulfil its obligations to engage in any data protection impact assessments or consultations with supervisory authorities which may be required under Applicable Data Protection Laws.

2. Sub-processing.

- a. A list of Tines’s current sub-processors by Offering is accessible on Tines’s website at: <https://www.tines.com/sub-processors>. To receive advance notification of new subprocessors added to the Offerings, subscribe to Tine’s Data Notification Story at: <https://hq.tines.io/pages/legal-emails/>.
- b. Tines shall: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect Customer Personal Data to the standard required by Applicable Data Protection Laws and this DPA; and (ii) remain liable for the acts and omissions of its Sub-processors to the same extent that Tines would be liable if performing the services of each Sub-processor under the terms of this DPA.
- c. Customer may object to Tines’s appointment of a new Sub-processor by notifying Tines in writing within thirty (30) calendar days after receiving Tines’s notice in accordance with Section 2(a) above. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss the objection in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Tines will, at its sole discretion, either not appoint the Subprocessor, or permit Customer to suspend or terminate the affected Tines Offerings in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination).

3. Security Standards.

- a. Tines shall implement and maintain the technical and organizational security measures as defined in the Tines Security Standards to protect Customer Personal Data processed by Tines within the Offerings.
- b. Customer agrees that it shall implement and maintain appropriate technical and organizational security measures designed to preserve the security and confidentiality of Customer Personal Data while in its dominion and control.
- c. **Security Breach Response.** Upon becoming aware of a Security Breach, Tines shall without undue delay, notify Customer (at the Customer-designated email address that Customer has provided via this link: <https://hq.tines.io/pages/legal-emails/>) of the discovery of the confirmed Security Breach. Such notification shall include, to the extent known: (i) a description of the likely consequences of the Security Breach, (ii) measures to mitigate its possible adverse effects; (iii) types of information affected by the Security Breach; and (iv) date and time of the Security Breach. Where required, Tines shall provide reasonable assistance to Customer to the extent required for Customer to comply with its obligations under Applicable Data Protection Laws.
- d. **Audits.** Tines shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its processing of Customer Personal Data (including responses to information security and audit questionnaires that are necessary to confirm Tines’s compliance with this DPA) provided that Customer shall not exercise this right more than once in any 12-month rolling period. Notwithstanding the foregoing, Customer may also exercise such audit right in the event Customer is expressly required to provide this information to a data protection authority on another reasonably similar basis.

4. Data Requests & Deletion.

- a. Upon termination or expiration of the applicable Order Form, Tines shall delete all Customer Personal Data (including copies) in its possession or control in accordance with the Agreement, provided however that this requirement shall not apply to the extent Tines is required by applicable law to retain some or all of the Customer Personal Data. Customer has the right to delete any Customer Personal Data from the Tines Offerings at any time during the term of the Agreement.
- b. The Tines Offerings provide Customer with the functionality to retrieve, correct, or delete Customer Personal Data at any time. Customer may use these controls to assist it in connection with its obligations under Applicable Data Protection Laws, including its obligations related to any request from a data subject to exercise their rights under Applicable Data Protection Laws. To the extent that Customer is unable to independently access the relevant Customer Personal Data within the Tines Offerings, Tines shall provide reasonable cooperation, taking into account nature of the processing and the information available to Tines, to assist Customer to respond to any requests from data subjects relating to exercising their rights under Applicable Data Protection Laws. In the event that any such request is made directly to Tines, unless otherwise required by applicable law, Tines will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request, including, where necessary, by using the functionality of the Tines Offerings.
- c. If Tines receives a demand to disclose or provide access to Customer Personal Data from a law enforcement agency, government authority, or public authority (“Third-Party Demand”), then Tines, to the extent legally permitted, will attempt to redirect the Third-Party Demand to Customer. If Tines cannot redirect the Third-Party Demand, Tines will promptly notify Customer, to the extent legally permitted, and provide a copy of the Third-Party Demand to allow Customer to seek a protective order or other appropriate remedy, unless legally prohibited from doing so.

5. Miscellaneous.

- a. Except for the changes made by this DPA as applicable to the Tines Offerings, the Agreement remains unchanged and in full force and effect.
- b. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

Clause III. Jurisdiction-Specific Data Protection Terms.

1. Customer acknowledges that by using the Tines Offerings, Customer Personal Data may be transferred to locations outside the EU and the United States. Nothing set forth in this Clause III modifies the Applicable Data Privacy Laws. Tines will promptly notify the Customer if Tines determines that it can no longer meet its obligations under the Applicable Data Privacy Laws.
2. **EU Data Transfers.**
 - a. The EU Clauses are incorporated by reference into this DPA and apply to the extent required under the European Data Protection Laws.
 - b. **Processor to Controller Data Transfers.** Where the transfer of Customer Personal Data from Tines (as "data exporter") to Customer (as "data importer") is a Restricted Transfer and Applicable Data Protection Laws requires that appropriate safeguards are put in place, such transfer shall be subject to Module 4 of the SCCs and are completed as follows:
 - i. Clause 7: The docking clause will not apply.
 - ii. Clause 8.1: This DPA and Agreement will be deemed to be Customer's instructions.
 - iii. Clause 8.5: Tines' obligations are supplemented by this DPA as it relates to deletion or return of Customer Personal Data.
 - iv. Clause 8.9(c): Customer's rights may be exercised as set forth in Section 3(d) above (Audits)
 - v. Clause 9(a): Option 2 will apply and the time period shall be thirty days.
 - vi. Clause 11(a), optional data subject redress mechanisms shall not apply.
 - vii. Clause 17, the SCCs will be governed by the law of the EU Member State in which the data exporter is established and if no such law, by Irish law.
 - viii. Clause 18, any disputes arising from the SCCs shall be resolved before the courts of the EU Member State in which the data exporter is established, and otherwise Ireland.
 - ix. Annex I of the SCCs shall be deemed completed with the information set out in Annex I to this DPA.
 - x. Annex II of the SCCs shall be deemed completed with the information contained in the Tines Security Standards.
 - xi. Annex III is not used.
 - c. **Controller/Processor to Processor/Subprocessor Data Transfers.** Where the transfer of Customer Personal Data from Customer (as "data exporter") to Tines (as "data importer") is a Restricted Transfer and Applicable Protection Laws requires that appropriate safeguards are put in place, such transfer shall be subject to either Module 2 or 3 (as applicable) and are completed as follows:
 - i. Clause 7: The docking clause will not apply.
 - ii. Clause 8.1: This DPA and Agreement will be deemed to be Customer's instructions or instructions of the Controller as applicable.
 - iii. Clause 8.5: Tines's obligations are supplemented by this DPA as it relates to deletion or return of Customer Personal Data or Personal Data of the Controller subject to the Agreement as applicable.
 - iv. Clause 8.9(c): Customer's rights may be exercised as set forth in Section 3(d) above (Audits) and if applicable, Customer shall share such findings with the Controller.
 - v. Clause 9(a): Option 2 will apply and the time period shall be thirty days.
 - vi. Clause 11 (a), optional data subject redress mechanisms shall not apply.
 - vii. Clause 17, the SCCs will be governed by the law of the EU Member State in which the data exporter is established and if no such law, by Irish law.
 - viii. Clause 18, any disputes arising from the SCCs shall be resolved before the courts of the EU Member State in which the data exporter is established, and otherwise Ireland.
 - ix. Annex I of the SCCs shall be deemed completed with the information set out in Annex I to this DPA.
 - x. Annex II of the SCCs shall be deemed completed with the information contained in the Tines Security Standards .
 - xi. Annex III is not used.
3. **UK and Swiss Data Transfers.** To the extent that any transfer of Customer Personal Data is a UK Restricted Transfer or Swiss Restricted Transfer, the SCCs as implemented under sub-paragraphs (2) (b) and (c) above will apply with the following modifications:
 - i. References to "Regulation (EU) 2016/679" and to specific Articles of "Regulation (EU) 2016/679" shall be interpreted as reference to UK GDPR or the Swiss DPA (as applicable).
 - ii. Reference to "EU", "Union", "Member State", and "Member State law" shall be replaced with references to "UK" or "Switzerland", or "UK law" or "Swiss law" (as applicable).
 - iii. The term "Member State" shall not be interpreted in such a way as to exclude data subjects in the UK or Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e. the UK or Switzerland).
 - iv. The SCCs also protect the data of legal entities until the entry into force of the revised Federal Act on Data Protection.
 - v. Any references to the "competent supervisory authority" is the UK Information Commissioner or Swiss Federal Data Protection Information Commissioner (as applicable).
 - vi. References to the "competent courts" shall be replaced with references to the "courts of England and Wales" or the "applicable courts or Switzerland" (as applicable).
 - vii. Clause 17: the SCCs will be governed by the laws of England and Wales, or Switzerland (as applicable).
 - viii. Clause 18: any disputes arising from the SCCs shall be resolved before the courts of any country in the UK, or Switzerland (as applicable).
4. **Replacement Transfer Mechanism.** If, upon the prior written consent of the Parties, Tines or Customer adopts any alternative transfer mechanism(s) to legitimize Restricted Transfers of Customer Personal Data (including without limitation, any EU-US transatlantic data privacy framework or approved certification of derogation under the GDPR)("Replacement Transfer Mechanism"), the Replacement Transfer Mechanism will apply to any Restricted Transfer of Customer Personal Data pursuant to this DPA (but only to the extent that a Replacement Transfer Mechanism complies with Applicable Data Protection Laws).
5. **U.S. Privacy Laws.** To the extent that Tines's processing of Customer Personal Data under the Agreement is subject to US Privacy Laws, the parties agree that Customer is a business and that it appoints Tines as its service provider (or processor) to process Customer Personal Data for the limited and specific business purposes described in and otherwise permitted by the Agreement and US Privacy Laws (the "Permitted Purposes"). To the extent required under applicable US Privacy Laws, Customer and Tines agree that:
 - a. Tines shall not retain, use, or disclose Customer Personal Data outside of the direct business relationship between Customer and Tines, or for any purpose other than for the Permitted Purposes, including retaining, using, or disclosing Customer Personal Data for a commercial purpose other than the Permitted Purposes;
 - b. Customer is not sharing, as that term is defined in the CCPA, or selling Customer Personal Data to Tines, and Tines shall not sell or share, as that term is defined in the CCPA, Customer Personal Data;

- c. Tines shall comply with its applicable obligations under US Privacy Laws, shall provide the level of privacy protection required by US Privacy Laws, and shall notify Customer if it decides it can no longer meet its obligations under US Privacy Laws with respect to its processing Customer Personal Data under the Agreement;
- d. Customer has the right to take reasonable and appropriate steps to ensure Tines processes Customer Personal Data in a manner consistent with Customer's obligations under US Privacy Laws, and in compliance with the Agreement in accordance with the audit parameters set forth in Section 3.4 (Audits) of this DPA, and shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data;
- e. Tines engages other service providers to assist in the processing of Customer Personal Data for the Permitted Purposes under the Agreement on behalf of Customer, as detailed in Section 4.3 (Authorized Sub-processors) of this DPA pursuant to a written contract(s) binding such additional service providers to observe the applicable requirements of US Privacy Laws; and
- f. Tines shall not combine the Customer Personal Data that Tines receives from or on behalf of Customer, with Personal Data that it receives from or on behalf of another person or persons, or collects from its own interaction with data subjects, except as permitted under US Privacy Laws.

ANNEX I

A. LIST OF PARTIES

Data exporter(s) and importer(s) listed below (as applicable depending on the data transfer type)

Name: Customer

Address: As stated in Customer's underlying Agreement or on Customer's Account.

Contact person's name, position and contact details: The contact information provided by Customer in its Account.

Activities relevant to the data transferred under these Clauses: Customer's receipt and/or use of the Tines Offerings on behalf of itself and its Affiliates as set forth in the Agreement.

Signature and date: As per the Effective Date and signature of the underlying Agreement.

Role: Controller or Processor, as applicable

Name: Tines

Address: As described in Customer's underlying Agreement or Order Form.

Contact person's name, position and contact details: To the Legal Department as described in the Notice section of the underlying Agreement.

Activities relevant to the data transferred under these Clauses: Tines's provision, operation, and/or support of the Tines Offerings as set forth in the Agreement.

Signature and date: As per the Effective date and signature of the underlying Agreement.

Role: Processor or sub-processor, as applicable.

B. DESCRIPTION OF TRANSFER

i. Categories of data subjects whose personal data is transferred

The categories of data subjects to which Customer Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) individual contacts, prospects, customers, business partners, and vendors of Customer (who are natural persons); (b) employees or contact persons of Customer's prospects, customers, business partners, and vendors (who are natural persons); (c) employees, agents, and advisors, of Customer (who are natural persons); (d) Customer's end-users; and/or (e) other individuals whose Personal Data Customer includes in Customer Personal Data.

ii. Categories of personal data transferred

The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) name, address, title, email address, contact details, username; and/or (b) any other Customer Personal Data Customer provides for processing pursuant to use of the Tines Offerings.

iii . Sensitive data transferred

The parties do not intend for any special category data to be transferred or processed under the Agreement.

iv. Frequency of the transfer

The frequency of the transfer is on a continuous or one-off basis depending on the nature of the Tines Offerings.

v. Nature of the processing

The nature of the processing is as necessary for the operation, provision, receipt, support, and/or use of the applicable Tines Offerings as set forth in the Agreement.

vi. Purpose(s) of the data transfer and further processing

The purpose of the data transfer and further processing is for the operation, provision, receipt, support, and/or use of the applicable Tines Offerings as set forth in the Agreement, and compliance with applicable laws.

vii. The period for which the personal data will be retained

Customer Personal Data will be retained until the termination or expiration of the applicable Tines Offerings in accordance with the terms of the Agreement, plus the period from the termination or expiry of the applicable Tines Offerings until deletion of Customer Personal Data by Tines in accordance with the terms of the Agreement.

viii. Subject matter, nature and duration of the processing for transfer to Sub-processors

Tines Sub-processors' access to Customer Personal Data will be limited to what is strictly necessary to provide the Tines Offering. Sub-processing will continue until termination or expiration of the applicable Tines Offering.

C. COMPETENT SUPERVISORY AUTHORITY

Where the European Data Protection Laws apply, the competent supervisory authority shall be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment, or (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. Where the UK GDPR or Swiss DPA applies, the competent supervisory authority will be either the UK Information Commissioner or Swiss Federal Data Protection Information Commissioner as applicable.

ATTACHMENT 2: INFORMATION SECURITY ADDENDUM

TINES INFORMATION SECURITY ADDENDUM

This Information Security Addendum sets forth the administrative, technical and physical safeguards Tines implements to protect Confidential Information, including Customer Content. Tines may update this Information Security Addendum from time to time to reflect changes in Tines's security protocols, provided such changes do not materially diminish the level of security herein provided. Any capitalized terms used but not defined herein shall have the meanings set forth in the General Terms.

1. **Tines Security Program.** Tines's security program complies with generally accepted industry standards regarding security and compliance, and includes numerous administrative, technical, and physical safeguards designed to protect the confidentiality and security of Confidential Information, including Customer Data. Tines continues to update its security program and strategy to help protect Customer Personal Data (as defined under the Data Processing Agreement) and the Services. As such, Tines reserves the right to update this Addendum from time to time; provided, however, any update will not materially reduce the overall protections set forth in this Addendum. Tines maintains a variety of security policies and procedures designed to safeguard and protect Confidential Information and the integrity of Tines's platforms and systems (collectively, the "**Security Policies**"). An example of such Security Policies include:
 - a. Acceptable Use Policy
 - b. Access Control Policy
 - c. Asset Management Policy
 - d. Business Continuity and Disaster Recovery Policy
 - e. Change Management and Software Development Life Cycle (SDLC) Policy
 - f. Code of Conduct Policy
 - g. Data Management Policy
 - h. Encryption Policy
 - i. Incident Response Policy
 - j. Information Security Policy
 - k. Open Source Policy
 - l. Password Policy
 - m. Physical Security Policy
 - n. Risk Management Policy
 - o. Vendor Management Policy
 - p. Vulnerability Management Policy
 - q. Whistleblower Policy
2. **Ownership and Updates.** Tines's Head of Information Security leads Tines's Security Program, and works with Tines's executive team, including the Chief Executive Officer, to develop, review, and approve the Security Policies. These Security Policies are reviewed on an ongoing basis, and updated as needed, but no less than annually. Additionally, Tines has established a cross-functional group, led by its Chief Executive Officer, that meets on a regular basis to discuss security and privacy matters. The agenda for security and privacy council meetings typically includes a review of recent incidents, security implications of up-coming features and on-going compliance efforts.
3. **Employee Training.** All new employees are required to complete mandatory security training as part of the new hire process. All Tines employees receive annual training to help ensure awareness and compliance with the Security Policies. All Security Policies are readily available to employees via Tines's internal Google Drive. Additional training is provided to certain employees, based on their respective roles and responsibilities.
4. **Background Checks.** Tines performs background checks on new employees at the time of hire in accordance with applicable local laws.
5. **Confidentiality.** Tines has controls in place to maintain the confidentiality of Customer Data. All Tines employees and independent contractors are bound by Tines's internal policies regarding maintaining the confidentiality of Customer Data and are contractually obligated to comply with these obligations.
6. **Security Protocols.**
 - a. **Least Privilege.** Tines follows the principle of least privilege for access management. Customer and Authorised Users are given the least amount of privilege necessary to conduct day-to-day operations. Information Owners are responsible for reviewing system privileges on a periodic basis and must promptly request revocation of all privileges no longer required by Customers and Authorised Users. The list of who has access to a system is reviewed quarterly.
 - b. **Encryption.** Customer Personal Data (as defined under the DPA) is encrypted at rest and in transit. All laptop computing devices or storage media owned or maintained by Tines must employ whole disk encryption to protect Customer Personal Data regardless of how sensitive this data is.
 - i. **Data in Transit.** Customer Personal Data is encrypted transit using, at a minimum, TLS v1.2.
 - ii. **Data At Rest.** All devices owned or maintained by Tines employ whole disk encryption to protect Customer Personal Data regardless of data classification. Customer Personal Data stored at rest is encrypted using AES-256 (Advanced Encryption Standard). Tines does not authorise the storage of Customer Personal Data on mobile or mass storage devices.

- c. **Password Management.** All user and administrative passwords must be at least 10 characters in length. Longer passwords and passphrases are strongly encouraged. Where possible, password dictionaries should be utilised to prevent the use of common and easily cracked passwords. Passwords must be completely unique, and not used for any other system, application, or personal account. Default installation passwords must be changed immediately after installation is complete.
- d. **Two Factor Authentication.** Accounts must be protected by two factor authentication.
- e. **Single Sign On ("SSO").** SSO is required where possible to avoid using passwords.
- f. **Endpoint Monitoring.** All Tines-owned devices are protected with endpoint monitoring software. Systems are monitored 24 hours a day, 7 days a week, 365 days a year.
- g. **Data Loss Prevention ("DLP").** Tines Security enforces DLP controls to ensure protection of sensitive data.
- h. **Phishing / Email Security.** Security controls are implemented to proactively identify suspicious messages before they reach inboxes. All users receive phishing training as part of security awareness with periodic reminders sent on indicators and reporting mechanisms.
- i. **Asset and Mobile Device Management.** Assets and assigned owners (i.e. Tines employees) to those assets are tracked, with real-time checks in place for security control enforcement.
- j. **Granular Data Control.** Customers are given granular controls to set retention limits for Customer Personal Data.
- k. **Secure Code Development.** Tines uses a combination of training and security tools to ensure its code base is secure and following industry standard practices.
- l. **Penetration Testing.** Tines conducts annual penetration testing of the Platform by employing outside consultants to identify any potential security issues. Periodic testing may also be performed by qualified Tines Security personnel. Tines maintains a Bug Bounty Program through Bug Crowd, which allows independent security researchers to report potential security vulnerabilities.
- m. **Malware Protection.** All Tines systems are configured to be protected from malware threats. Isolated environments, replicated backups, and secure by design architecture is implemented to limit malware and ransomware events.
- n. **Access to Production Systems.** Tines restricts access to production systems to a handful of employees. No contractors or third-parties have access to production. Customer Personal Data is prohibited from leaving the Tines production environment. The list of Tines employees with access to production is regularly reviewed. All remote access is reviewed by security.
- o. **Disaster Recovery and Business Continuity.** Tines maintains a Business Continuity and Disaster Recovery Plan approved by leadership. Disaster recovery plans are tested at least annually. These tests ensure the Tines backup procedures and plans are working as expected to recover systems and data.
- p. **Logging and Monitoring.** Tines centralizes logs for long term storage, detections, and forensics support. Logs are retained for a minimum of 1 year.
- q. **Security and Privacy Council.** Security Automation. Tines uses its product to automate many facets of the Tines security programme for scale and visibility.
- r. **SOC 2.** Tines's information security program is aligned to the industry accepted framework, SOC2. Tines maintains SOC Type II compliance and undergoes annual audits related to this certification.
- s. **Vulnerability Management.** Tines maintains controls and policies to mitigate the risk of security vulnerabilities in a measurable time frame that balances risk and the business/operational requirements. Tines uses a third-party tool to conduct vulnerability scans regularly to assess vulnerabilities in Tines' cloud infrastructure and corporate systems. Tines employs DAST and SAST software to assess our internal code and dependencies, internal infrastructure, and external attack surface. Scans occur in real time as code changes are committed. External scans are configured on a weekly basis. Should such scans identify a vulnerability Tines will patch the vulnerability as defined in Tines' Vulnerability Management Policy.

7. **Incident Response.** Tines maintains security incident management policies and procedures. Tines' Security Incident Response Team (SIRT), composed of senior members of Tines's product and engineering team, assesses all relevant security threats and vulnerabilities and establishes appropriate remediation and mitigation actions. Security logs are stored for 365 days to ensure forensic and security incident investigation support. Tines uses third party tools and subscribes to various security industry alert services to keep abreast of relevant threats, vulnerabilities or alerts from actual incidents. SIRT is charged with assessing, responding, and remediating all identified security issues. In accordance with Tines's DPA, Tines notifies Customers without undue delay after becoming aware of an actual data breach.

8. **Additional Information.** Customers may review additional information relating to Tines's security protocols, as well as download the Tines Security Pack, which includes (i) Tines's SOC2 Type II Report, (ii) results of Tines's most recent vulnerability scan, (iii) Tines's list of Tines security policies and procedures, and (iv) results of a third-party penetration tests, at the following link: <https://www.tines.com/security>.

ATTACHMENT 3: SERVICE LEVEL SCHEDULE

**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 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.

SELF – HOSTED SOFTWARE ADDENDUM

**TINES
SELF-HOSTED SOFTWARE ADDENDUM**

This SELF-HOSTED SOFTWARE ADDENDUM (this “**Self-Hosted Software Addendum**”) sets forth additional terms and conditions related to Customer’s purchase of one or more Self-Hosted Software Subscriptions. Capitalized terms not defined in this Self-Hosted Software 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 Self-Hosted Software.**
 - 1.1. Subject to the terms and conditions of the Agreement, Tines grants to Customer a license to use the Self-Hosted Software during the Subscription Term in accordance with the specific Subscription set forth in the Order Form.
 - 1.2. Customer has the right to make a reasonable number of copies of Self-Hosted Software for archival and back-up purposes.
 - 1.3. Promptly following the execution of an applicable Order Form, Tines will deliver to Customer a license key or other file that is required in order for Customer to access and use the Self-Hosted Software in accordance with the terms and conditions set forth herein.
2. **Excess Usage; Usage Verification.**
 - 2.1. Customer agrees to promptly notify Tines, in writing, if the Customer uses the Paid Offerings in excess of the Subscription set forth in the Order Form, or otherwise in violation of any use restrictions set forth in the General Terms.
 - 2.2. Tines may, not more than one time per calendar quarter, request that Customer verify usage and adherence to the Subscriptions set forth in the applicable Order Form and any use restrictions set forth in the General Terms. If Tines so requests, Customer agrees to provide Tines reasonable access to appropriate personnel of the Customer to verify such usage.
 - 2.3. In the event Customer reports any excess usage, or the verification set forth in Section 2.2 reveals that Customer has exceeded the terms of the Subscription or otherwise exceeded Customer’s usage rights for the Paid Offering (e.g., used as a service bureau) during the period reviewed, then Tines will have the right to invoice Customer using the applicable Fees at list price then in effect, which will be payable in accordance with the General Terms, regardless of whether Customer purchased the Paid Offering from an authorized Reseller or through a digital marketplace.
3. **Data.** Tines collects a limited amount of Telemetry Data related to the Customer’s use of the Self-Hosted Software. “Telemetry Data” means metadata that includes license details and utilization, current version number of the Self-Hosted Software, and certain optional metadata including teams, stories, active feature flags and extra debug fields. Customer may view the Telemetry Data being sent, as well as opt-out of sending certain Telemetry Data, by following the directions located here: <https://www.tines.com/docs/self-hosting/telemetry>. Certain Telemetry Data, including license details and utilization, as well as current version number, are not optional and Customer may not opt-out of sharing such Telemetry Data with Tines.
4. **Security Controls.** Tines maintains administrative, physical, and technical safeguards to protect the security of the Customer Data on the Paid Offerings, as set forth in the Information Security Addendum attached hereto as Attachment 2 (the “**InfoSec Addendum**”). Tines’ safeguards include, without limitation, (i) employee security training, background checks in accordance with local laws, and confidentiality obligation and (ii) third party audits to ensure and validate Tines’ internal controls.

PROFESSIONAL SERVICES ADDENDUM

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 Credits.** Professional Services are purchased via credits (“Credits”) as set forth in the Order Form. Credits shall only be used for items specifically listed in the Tines Services Catalog and not for any other purpose. The “**Tines Services Catalog**” means the catalog outlining various types of Professional Services, provided by Tines to Customer. The Tines Services Catalog sets forth the number of Credits corresponding to each type of Professional Services offered by Tines. The number of Credits corresponding to the type of Professional Services the Customer utilizes shall be deducted from the Customer’s total Credits purchased, as reflected in the Order Form.
3. **Use of Professional Services Credits.** Tines offers four subsets of Professional Services, as described in the Tines Services Catalog: (1) Story Building; (2) Advisory Services; (3) Consulting Services; and (4) Training Services.
 - 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 Catalog. Credits for Story Building require the following prerequisites prior to the start of the Professional Services engagement.
 - i. Three weeks advance notice in writing to Tines of Customer’s intent to use Credits 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. **Outcomes.** Tines delivers Story Building based on the type of Outcome. Customers may select the desired Story Building Outcome and see the associated Credits in the Tines Services Catalog.
 - i. If the Customer selects two (2) or less Outcomes, Tines will provide the Story Building Professional Services for up to three (3) weeks;
 - ii. If the Customer selects between three (3) and six (6) Outcomes, Tines will provide the Story Building Professional Services for up to twelve (12) weeks;
 - iii. If the Customer selects between seven (7) and ten (10) Outcomes, Tines will provide the Story Building Professional Services for up to twenty (20) weeks;
 - iv. If the Customer selects eleven (11) or more Outcomes, Tines and the Customer will mutually agree to a time period for the provision of the Story Building Professional Services.
 - v. In the event Tines is unable to accomplish the desired Outcomes in the time periods set forth above despite acting in good faith and using commercial reasonable efforts, Tines reserves the right to, in its sole discretion, require the use of additional Credits to complete the Outcomes.
 - c. **Advisory Services.** Credits for Advisory Services require a SOW signed between Tines and Customer before the commencement of any Advisory Services. “**Advisory Services**” means Professional Services provided by Tines to assess and advise Customer on current and planned stories.
 - d. **Consulting Services and Training Services.** Credits for all other Professional Services, including for Consulting Services and Training Services, will be started as soon as reasonably practical given both Tines and Customer schedules. “**Consulting Services**” means Professional Services provided by Tines to develop a story roadmap for the Customer and “**Training Services**” means Professional Services provided by Tines to deliver virtual or in-person instructor-led training.

4. **Customer Obligations.**
- 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 point of contact; (ii) allocate sufficient resources to ensure Customer's ability to meet its obligations; and (iii) establish the overall project direction, including assigning and managing the Customer's project personnel team.
 - Customer acknowledges and agrees that all Professional Services shall be provided by Tines using Tines' devices. Tines personnel shall not utilize customer equipment to provide the Professional Services. Additionally, Customer shall not provide any Tines' personnel with API credentials outside of the Tines platform or any other access to Customer's internal network, applications, and/or platforms. All Professional Services shall be delivered in the Tines tenant.
 - Customer will provide necessary information and access to Tines personnel to perform the work described in more detail in the SOW, including any necessary Customer Data and, if requested, creation of any required login accounts.
5. **Additional Documentation.** In the event Customer requires any Tines personnel to sign any waivers, releases, or other documents ("**Additional Documents**"), Customer hereby agrees: (a) that any additional or conflicting terms in Additional Documents with this Agreement will have no effect; and (b) Customer will pursue any claims for breach of any terms in the Additional Documents against Tines and not the individual signing.
6. **Change Request.** Customer may submit written requests to Tines to change the scope of Professional Services described in a SOW ("**Change Request**"). Such Change Request shall be in the form set forth on Exhibit B. Tines will promptly notify Customer if such Change Request requires an adjustment to the Fees or to the schedule for the performance of the Professional Services. In such an event, the Parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. Tines will have no obligation to perform any Change Request unless and until the Parties have agreed in writing to such Change Request and any additional Fees, expenses or revised schedules. If the Parties agree to amend the SOW following the review and negotiation of a Change Request, the Parties shall record the amendments in a written document that shall be signed by the Tines contract manager and Customer contract manager (or, if Tines contract manager or Customer contract manager is/are not duly authorized to sign, by another duly authorized representative of each Party) and the amendments to the SOW shall take effect from the signature of that document. In the event the Parties are unable to agree on any adjustments to Fees and/or schedule, or any other details required to effect such Change Request, Tines will deny the Change Request and will have no obligation with respect thereto.
7. **Assumptions.** The Fees and estimated completion dates set out in the SOW are based on the following assumptions:
- Customer will provide access to all necessary tools and credentials before the SOW work begins.
 - Customer and Tines personnel will attend review meetings and office hours throughout the duration of the SOW, such meetings may be by video conference or telephone call.
 - Customer and Tines personnel shall communicate their planned vacation or holiday time (that which falls throughout project duration) ahead of SOW Effective Date for planning purposes.
 - Customer personnel will be available to test during the agreed upon time, as set forth in the SOW.
 - For Self-Hosted Customers, the software shall be promptly installed by Customer on Customer's devices.
8. **Completion Criteria & Acceptance.** The SOW and associated projects will be considered complete when the Deliverables are accepted in accordance with this Section 8.
- Tines shall submit each Deliverable for review and acceptance by Customer in accordance with the mutually agreed project plan as set forth in the SOW.
 - Customer shall either provide written acceptance ("**Acceptance**") or notification of exceptions ("**Exceptions**") to a Deliverable if such Deliverable does not meet the Acceptance Criteria (as defined in the SOW) within five (5) days of receipt or completion of the Deliverable. If notice of Acceptance or Exceptions is not provided within such period, the Deliverable shall be deemed Accepted.
 - Within two (2) business days of receiving a notice of Exceptions, Tines shall submit a plan to correct any deficiencies in the Deliverable and shall use commercially reasonable endeavors to correct and resubmit the Deliverable for Acceptance within four (4) business days from the date of receipt of a notice of Exceptions.
 - A re-submitted Deliverable shall be subject to the same Acceptance procedure as set forth above in Section 8(b), provided that if the Customer provides a notice of Exceptions for the re-submitted Deliverable, either Party may terminate the SOW with immediate effect. Customer shall pay any unpaid Fees within fourteen (14) days of such termination of the SOW, subject to Customer's rights set forth in Section 7.2.3 of the General Terms.

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 the Agreement is terminated earlier in accordance with termination clause of the Agreement,, shall continue through _____ ("SOW Term").

2. **Scope of Work.** Tines shall use commercially reasonable endeavors to provide the following Deliverables (as herein defined) on the estimated completion dates and in accordance with the Acceptance Criteria below:

Item No.	Deliverables/Outcomes & Descriptions	Tools	Acceptance Criteria	Estimated Completion Date

3. **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:			
Tine's Point of Contact:			

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 Deliverable	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	

SUPPORT SERVICES POLICY

**TINES
SUPPORT SERVICES POLICY**

This Support Services Policy forms a part of the Tines General Terms and governs the Customer's purchase, and Tines's provision of Support Services.

1. **Support Levels:** Support Levels purchased as part of a Paid Offering shall be identified in the Order Form. Support Levels are outlined in detail in the Support Reference Guide located here: <https://www.tines.com/support-reference-guide>.

2. **Engaging Support.**

- a. Support assistance is available by submitting an email request through: support@tines.io or by submitting a request via the following link: <https://www.tines.com/contact#support>. Once a case is created via the preceding link, correspondence with the Tines Support team will be via email: support@tines.io. Customer will receive an email acknowledgment with a case number. Customer may also submit an urgent request if the necessary at <https://www.tines.com/contact#support>. Email requests or requests submitted through the support link must contain:
 - i. Date and time of issue occurrence
 - ii. Name of where the issue is occurring
 - iii. The user(s) affected by the issue
 - iv. Description of the issue, including browser version, Customer Content affected, and steps to reproduce the issue
 - v. Screenshots or video capture of the issue
 - vi. Description of the suggested priority level of the issue
- b. Support may also be accessed in product by clicking on "Help and Support" and selecting "Chat with Support" on the bottom left of the screen. When a tenant support request is raised, the Tines support team may:
 - i. Request a copy or sample of the Story (the workflows that the Customer creates using Tines. A story is a unique combination of seven different types of actions that does not involve code or scripting.)
 - ii. , action or event to which the query relates
 - iii. Request access to the tenant the request relates to
 - iv. Request a remote meeting with the end-user who raised the query to assist investigations
 - v. Consult with other Tines colleagues to determine the nature of the issue or query
 - vi. Require further information to assist with investigations
 - vii. Provide a workaround while a permanent resolution is prepared
 - viii. Recommend an upgrade to the latest version of Tines to address the query or issue (Self-Hosted Customers only)

3. **Status Updates.** If there is an issue with Tines that affects multiple cloud-hosted customers, details will be provided at <https://status.tines.com> regarding the status, resolution, and cause of the issue.

4. **Support Exclusions.** Tines will not be responsible for providing Support Services for issues arising from:

- a. Improper use of the Platform
- b. Modifications, integrations or customisations made to the Platform by anyone other than Tines
- c. Support or troubleshooting of work flows built with third party authoring tools
- d. Any failures associated with any component not belonging to the Platform including Customer's hardware, software and the Hosting Environment
- e. Customer's failure to configure and use the Platform and Services in accordance with the Documentation

5. **Support Services Hours.** Tines will provide Support Services during the hours outlined below:

Region	Standard Support	Enterprise Support Add-on	Emergency Assistance, Paid Offering Unavailable
Americas	9:00-17:00 EST and PST	00:00 Monday to 00:00 Saturday UTC +1	24x7 by contacting https://www.tines.com/contact-support?with-query=tenant-down .
EMEA	9:00 - 17:00 CET	00:00 Monday to 00:00 Saturday UTC +1	
Asia-Pacific ("APAC")	9:00-17:00 AEST	00:00 Monday to 00:00 Saturday UTC +1	

6. **Response Priority Level.** Tines will review the issue and determine a priority level, and shall use reasonable commercial efforts to resolve requests for Support Services either by finding a workaround or fixing the issue in accordance with the following time periods. The first response times (as set out below) are to be treated as indicators of Tines's response time and are not guaranteed. First response times are measured from when Tines first becomes aware of the query during the applicable Business Hours. For Self-Hosted Customers, first response times only apply from when access has been permitted to the Tines technical support engineer. If, during the support request, the issue either warrants assignment of a higher priority level than currently assigned or no longer warrants the priority level currently assigned, the priority level will be upgraded or downgraded according to the priority level that most appropriately reflects its current impact.

Priority level	Support availability	First Response Time for Standard Support	First Response Time for Enterprise Support
"Critical"	Problems of this rating result in a complete loss of service. This rating must be assigned when any loss of functionality has occurred due to a component failure of the Offerings.	Within 2 Business Hour	Within 1 Business Hours
"Major"	Problems of this rating result in partial or complete loss of user functionality but the Offering is generally available. This must be assigned when partial loss of functionality has occurred, e.g. the creation of new credentials has failed but event automation remains functional.	Within 4 Business Hours	Within 2 Business Hours
"Minor"	Service remains unaffected and there is little or no effect on the Offering or Service's operation	Within 24 Business Hours	Within 24 Business Hours

* "Business Hours" means 9:00 – 17:00 eastern standard time ("EST") or pacific time zone ("PST") if Customer is based in the Americas. If Customer is based in Europe, the Middle East or Africa ("EMEA"), it means 9:00–17:00 central European time ("CET").