

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's use of a Paid Offering presents a material security risk, Tines may temporarily 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 and located at https://www.tines.com/fair-use-policy-feb-2025.
- **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.

5.Fees.

- **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, which shall be provided to GSA and Ordering Activity for review and attached hereto.
- **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.
 - **5.1.** Customer agrees to pay all Fees as set forth in the Order Form in accordance with the GSA Schedule Pricelist. 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.
 - **5.2.** Overdue Fees. Unpaid Fees not subject to a good faith dispute, are subject to a finance charge at the interest rate shall be the interest rate established by the Secretary of the Treasury as provided in <u>41 U.S.C. 7109</u>, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - **5.3. Taxes**. Tines shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Tines will



not charge or collect any Transaction Taxes on Paid Offerings covered by an exemption certificate or equivalent document acceptable to a tax authority as provided by Customer.

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. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Tines shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- **9.2.** Agreement Term. This Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue in force and effect for a period of one(1) years. Thereafter, this Agreement mayrenew for additional one (1) year periods by executing a written order forthe additional one (1) year period. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Tines shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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 arese
- **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 has the right to intervene to 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 Offerings 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. Tines recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as

13.Miscellaneous

- **13.1. Governing Law**. Both parties agree to (i) the application of the Federal laws of the United States, without regard to conflict of law principles and (ii) reserved. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement. **For Public Sector Customers only**: 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**. In accordance with GSAR Clause 552.212-4(f), 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. However, either Party may assign the Agreement to its Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in accordance with FAR 42.1204.
- **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 Addendum located at https://www.tines.com/cloud-service-addendum-aug-2024 is hereby incorporated by reference; (ii) a Self-Hosted Service, the Addendum located at https://www.tines.com/self-hosted-software-addendum-feb-2024 is hereby incorporated by reference; and/or (iii) Professional Services, the Addendum located at https://www.tines.com/professional-services-addendum-feb-2025 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, which is attached hereto and located here: https://www.tines.com/support-services-policy-feb-2024



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



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, which can be located here: https://www.tines.com/data-processing-addendum-feb-2024 (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 located here: https://www.tines.com/infosec_addendum-feb-2024 (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 ("Al 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 Al Technologies, and Customer may optout of using any such Al Technologies at any time via the Paid Offerings' interface. To the extent Customer utilizes the Al Technologies, Tines represents and warrants that Customer Data shall not be used for the training of the Al 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 available at https://www.tines.com/service-level-agreement-aug-2024 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.

Published: August 1, 2024



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



TINES PROFESSIONAL SERVICES ADDENDUM

This PROFESSIONAL SERVICES ADDENDUM (this "Professional Services Addendum") sets forth additional terms and conditions related to Customer's purchase of Professional Services. Capitalized terms not defined in this Professional Services Addendum shall have the meanings set forth in the General Terms. The Tines entity referenced herein shall be deemed to refer to the Tines entity set forth on the General Terms.

- 1. **Provision of Professional Services**. The Professional Services shall be conducted remotely and delivered in the Tines' tenant associated with the purchased Cloud Service or Self-Hosted Software. The scope and detail of the Professional Services shall be outlined in the Statement of Work ("SOW"), as set forth on Exhibit A.
 - **a. Services Period.** The Professional Services purchased in an Order Form must be used within the Subscription Term referenced in such Order Form, and unused Professional Services may not be refunded or carried over to subsequent Subscription Terms.
 - b. Non-Transferable. Professional Services are non-transferable and may only be used to support Customer's Internal Business Purpose.
 - c. Assigned Personnel. Tines shall, at its discretion, assign appropriate and qualified personnel to perform the Professional Services. In the event the Customer determines that the personnel assigned to the Customer is not sufficient for Customer's needs, Tines and Customer shall cooperate in good faith to determine a reasonable replacement. Customer acknowledges that any replacement may cause delay in the performance of the Professional Services. In each SOW, Tines will designate a primary point of contact for the Customer for all matters relating to the applicable Professional Services, which Tines may change from time to time as needed, with notice.
 - **d. Security**. Tines' personnel are subject to Tines's internal code of conduct and other policies governing conduct and confidentiality. As such, all of Tines' personnel have an obligation to comply with Tines' policies on protecting Customer Data.
 - e. Costs & Expenses. Tines shall be responsible for any costs and expenses incurred by Tines and incidental to the performance of Professional Services unless such costs and expenses are set forth in an applicable Order Form or otherwise agreed to in writing by the Parties.
 - f. Status Reports. Tines will provide weekly status reports to Customer which will include an update on the status of each Deliverable (as defined in the SOW), risks, and estimated completion date
- 2. Professional Services Hours. Professional Service Hours ("Hours") can only be used for items specifically listed in the Services Menu and not for any other purpose. The Services Menu will be made available to Customer by a Tines sales representative. The Hours will be made available during the Subscription Term referenced in the applicable Order Form upon Tines and Customer signing such Order Form. The number of Hours corresponding to the service items requested will be deducted from your total Hours purchased. There are no refunds for Hours not used by the Subscription End Date and Hours cannot be carried over to a renewal. Tines shall use commercially best efforts to provide accurate estimates of the required Hours but provides such estimates only for Customer planning purposes. Tines reserves the right to require Customer purchase additional Hours to complete the service item.
- 3. Use of Professional Services Hours. Tines offers several Service Items of Professional Services, as described in the Tines Services Menu: (1) Story Building; (2) Advisory Services; (3) Other Service Items (Technical Training and Automation Workshop).
 - a. Story Building. "Story Building" means Professional Services provided by a Tines customer success engineer building Tines workflows to achieve certain results ("Outcomes") on behalf of the Customer, as further described in the Tines Services Menu. Hours for Story Building require the following prerequisites prior to the start of build timelines.
 - i. Three weeks advance notice in writing to Tines of Customer's intent to use Hours for Story Building,
 - ii. A scoping session with Tines and the Customer,
 - iii. A SOW signed between Customer and Tines, and
 - v. A diagram of Customer's existing workflow for Tines to review.
 - b. Advisory Services. Hours for Advisory Services (Story Assessment & Review) require an SOW signed between Tines and Customer before the commencement of any Advisory Services. "Advisory Services: Story Assessment & Review" means Professional Services provided by Tines where a customer success engineer will assess a batch of existing workflows and make suggestions, where needed, for best practices or simplifying workflows. The Customer provides access or exports to Tines for the designated workflows, and Tines provides annotations and notes, along with a meeting to review the feedback. Hours for Advisory Services (Sessions) will be requested by the Customer and accommodated as soon as reasonably practical. Tines cannot guarantee the same Customer Success Engineer for every advisory session.
 - c. Other Service Items (Technical Training and Automation Workshop). Hours for all other Service Items, including for Technical Training and Automation Workshop, will be started as soon as reasonably practical given both Tines and Customer schedules.

4. Customer Obligations

- a. Customer will reasonably cooperate and use good faith efforts to facilitate the performance of the Professional Services. As such, Customer shall: (i) assign a project manager with the requisite skills and training to serve as Customer's primary 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.
- b. 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.
- **c.** 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.

TINES PROFESSIONAL SERVICES ADDENDUM



- 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:
 - a. Customer will provide access to all necessary tools and credentials before the SOW work begins.
 - **b.** 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.
 - c. 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.
 - d. Customer personnel will be available to test during the agreed upon time, as set forth in the SOW.
 - e. For Self-Hosted Customers, the software shall be promptly installed by Customer on Customer's devices.
 - f. For MSP Customers, Tines does not guarantee scale testing. Customer understands that Tines does not support end to end testing. Customer acknowledges that Tines does not provide the data or the environment for scale testing. Tines may assist Customer with understanding requirements for existing environments.
- **8. Completion Criteria & Acceptance**. The SOW and associated projects will be considered complete when the Deliverables are accepted in accordance with this Section 8.
 - **a.** 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.
 - b. 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.
 - c. 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.
 - d. 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

		and the Tines e	ntity set out in th	ne General Terms ("Tines"), pu	ursuant to and governed by
ne Agreem	ent. Capitalized terms set forth herein but i	not defined sha	all have the mea	nings 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.	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
 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
Custome	er's Point of Contact:				
Tines' Po	oint 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



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 located at: https://www.tines.com/infosec_addendum-feb-2024 (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.

[Signature Page Follows]



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



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:
 - 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 guery 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
EMEA	9:00 - 17:00 CET	00:00 Monday to 00:00 Saturday UTC +1	https://www.tines.com/contact- support?with-query=tenant-down.
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

^{* &}quot;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").



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. <u>Illegal Activities</u>: Any use of the Offerings for activities that violate applicable laws and regulations, or otherwise infringe on the rights of others.
 - b. <u>Harmful or Excessive Usage</u>: 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. <u>Hazardous Uses</u>. 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. <u>Attempts to Circumvent License Restrictions</u>. 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.