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 ("**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 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.