

TINES
GENERAL TERMS
FOR
PUBLIC SECTOR CUSTOMERS

These General Terms, including all attachments and executed 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.
- 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.

5.1. 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.

5.2. Overdue Fees. Unpaid Fees not subject to a good faith dispute, are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. If Tines has not received payment of any undisputed Fees within forty-five (45) days after the due date, and Tines has provided written notice to Customer that Fees are overdue, Tines may (without prejudice to any of Tines's other rights and remedies) suspend Customer's access and disable passwords and accounts to all or part of the Paid Offerings and Tines shall be under no obligation to provide any or all of the Paid Offerings while the undisputed Fees under such invoice(s) concerned remain unpaid. Tines shall promptly restore all access to the Paid Offerings upon receipt of payment.

5.3. Taxes. All Fees are exclusive of any taxes and duties such as value added tax, sales-and-use tax, import or other duties (collectively "**Transaction Taxes**"). Customer is responsible for paying all taxes and duty at the appropriate rate and in the manner for the time being provided by applicable law. Tines may charge applicable Transaction Taxes if they are separately stated on the original, properly submitted invoices for the Paid Offerings. Tines will not charge or collect any Transaction Taxes on Paid Offerings covered by an exemption certificate or equivalent document acceptable to a tax authority as provided by Customer.

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 (iii) 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 automatically renew for additional one (1) year periods, unless either Party gives written notice to the other Party of its intent not to renew this Agreement no later than thirty (30) days prior to expiration of the then-current term. 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. Both parties agree to (i) the application of the laws of the State of Delaware, United States, without regard to conflict of law principles and (ii) the exclusive jurisdiction and venue in the state or Federal courts located in the District of Delaware, or if that court lacks subject matter jurisdiction, in any Delaware State Court located in Wilmington, Delaware. 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. 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.

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.

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 located here: <https://www.tines.com/support-services-policy-feb-2024>