

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. However, Customers may implement a “zero-trust”

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.