

# TINES ARTIFICIAL INTELLIGENCE ADDENDUM

This **AI ADDENDUM** forms part of Customer's main agreement (the "**Agreement**") with Tines. It sets out the terms that apply when the Customer uses any artificial intelligence features ("**AI Features**") in the Tines' Offerings. Capitalized terms not defined in this AI Addendum shall have the meanings set forth in the Agreement.

#### 1. Overview of Al Features.

- **a.** Tines permits access to Al Features through two methods:
  - i. "Tines-Hosted AI Models": AI functionality powered by third-party models that are hosted by Tines and provided as part of the Offerings.
  - ii. Bring Your Own Al Models ("BYOM"): Customers may choose to connect to third-party Al models (e.g., Google Gemini, Meta Llama 3.3, DeepSeek-Rl, and Mistral among many others) using supported APIs or other designated integration interfaces. BYOM's are not provided by Tines as part of the Offerings.
- b. Use of the AI Features are optional. By using the AI Features, the Customer agrees to this Addendum.
- c. Customer acknowledges and agrees that the AI Features are subject to third-party terms associated with either Tines-Hosted AI Models or BYOM, including any acceptable use policies (collectively, "Third-Party Model Terms"). The Customer is solely responsible for reviewing and complying with all applicable Third-Party Model Terms. Tines may enforce compliance with these Third-Party Model Terms, and any violation constitutes a breach of this Addendum.
- 2. Use of Tines-Hosted Al Models. Tines-Hosted Al Models are powered by third-party providers and are not owned or operated by Tines. While Tines does not operate these models, it ensures that no Customer Data is used to train any Tines-Hosted Al Models. A current list of Tines-Hosted Al models is available at <a href="mailto:Tines.com/legal">Tines.com/legal</a>.
- 3. Use of a BYOM (Bring Your Own Model). The Customer may connect its own AI model to the platform. The BYOM remains the Customer's responsibility at all times and the Customer is solely responsible for setup, integration, security, performance and any related costs, including reviewing and agreeing to any Third-Party Model Terms. Tines does not retain any rights to the BYOM or its outputs. Any BYOM is considered a third-party integration under the Agreement.

#### 4. Data Use and Ownership

- **a.** For purposes of this Addendum, "**Inputs**" means any data, prompts, content, or other materials submitted by or on behalf of Customer to the Al Features. "**Outputs**" means any content, results, or materials generated by the Al Features in response to Inputs.
- b. As between Tines and the Customer, Customer retains ownership of all Inputs and Outputs, subject to any applicable Third-Party Model Terms. Customer is solely responsible for reviewing, validating, and determining the suitability of Outputs for its intended purposes. Outputs may contain inaccuracies, limitations, or biases and all Outputs require appropriate human oversight.
- c. Customer must not use the Al Features for any unlawful, discriminatory, harmful, or otherwise improper purposes. All use of Al Features must comply with Tines' Al Acceptable Use Policy and any applicable Third-Party Model Terms.
- 5. Credit-Based Usage. If AI Features are based on a credit model, the Customer is responsible for monitoring usage, signing up for notifications, and managing consumption. Service interruptions due to exhausted credits are not considered a breach of warranty or service levels by Tines.
- 6. Billing and Payment. Fees, billing frequency and payment terms are set out in the Order Form and the main Agreement.
- 7. Responsibility for Use; No Guarantees. Tines is not responsible for any consequences that result from how the Customer uses Al Features or the Outputs generated. It is the Customer's sole responsibility to ensure Outputs are reviewed, used appropriately, and comply with applicable laws and obligations. Tines makes no promises about the accuracy, quality or usefulness of any outputs.
- 8. Data Retention and Deletion. Tines retains Al Input, Output, and related data only as long as necessary to provide the Offerings in accordance with the Agreement. Upon Customer's written request or termination of Customer's subscription, Tines will delete Customer data unless retention is required by law. Customers may also delete or export their data at any time via platform tools where provided.
- 9. Security of AI Features and Data. Tines implements commercially reasonable administrative, technical, and physical safeguards to protect Customer data in transit and at rest. Customers are responsible for securing their BYOM integrations and ensuring appropriate access controls and security practices for AI Inputs and Outputs.
- 10. Changes to This Addendum. Tines may update this Addendum from time to time. If Tines makes major changes, Tines will give reasonable notice. Continued use of Al Features means the Customer agrees to the updated terms.

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#### TINES AI ACCEPTABLE USE POLICY

This AI Acceptable Use Policy ("AUP") governs the use of all AI Features made available by Tines, whether accessed via Tines-Hosted AI Models or a BYOM. All defined terms used herein but not defined have the meanings set forth in the AI Addendum set forth at Tines.com/legal. By using the AI Features, Customers agree to comply with this AUP in addition to the terms of the AI Addendum and the main Agreement.

- 1. Permitted Use. Customers may use AI features solely for lawful, ethical, and legitimate business purposes consistent with the terms of the Agreement and in accordance with any applicable shared responsibility models. Customers retain full responsibility for reviewing and validating AI-generated Outputs before use or dissemination.
- 2. Prohibited Use. Customers shall not use Tines AI Features or Outputs for any purpose that:
  - Violates any applicable laws or regulations, including data protection, intellectual property, or export control laws.
  - Engages in discrimination, harassment, or harm based on any protected status.
  - Promotes, facilitates, or engages in criminal, fraudulent, or malicious activity.
  - Attempts to reverse engineer, circumvent, or misuse Al Features, including removing or altering any watermarks, tags, or notices applied to Al-generated content.
  - Uses Al-generated content to mislead, deceive, or manipulate individuals, including generating false or misleading information, deepfakes, or impersonations.
  - Violates the terms of use or policies of any third-party AI model providers utilized with the Tines Offerings.

#### 3. Customer Responsibilities

- Conduct human review and validation of all Al-generated Outputs before any reliance or publication.
- Ensure that use of AI Features and Outputs complies with all applicable laws and contractual obligations.
- Maintain security and confidentiality of any BYOM integrations, including responsibility for setup, maintenance, and protection of proprietary models and data.
- Notify internal users of any usage limits or alerts related to AI credit consumption and manage AI resource usage responsibly.
- Cooperate with Tines and any relevant authorities in the event of investigations relating to misuse or abuse of Al
  features.

### 4. Reporting and Enforcement

- Customers should promptly report any misuse or suspected violations of this AUP to Tines.
- Tines reserves the right to suspend or terminate access to Al Features if it reasonably believes a violation of this AUP or the Al Addendum has occurred.
- Tines may cooperate with law enforcement or third parties in connection with violations of this AUP.

## 5. No Warranty

- Al Features are provided "as is" without guarantees of accuracy, quality, or fitness for any particular purpose.
- Customers assume all risks associated with the use of Al Features and Outputs.

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