

The terms and conditions of this **Not-For-Resale (“NFR”) License Agreement** shall govern and apply to any and all use of Tines’ NFR Offering by Partner. By accessing or using the NFR Offering, Partner agrees to be bound by the terms of this Agreement.

1. Definitions.

- a. **“NFR Offering”** means Tines’ Offerings, and any associated products, features, documents, or services made available to Partner under this Agreement on a “Not-For-Resale” basis, solely for internal evaluation, training, demonstration, or similar purposes, and not for commercial distribution or production use.
- b. **“Offerings”** means any products, services (including professional services), features, subscriptions, licenses, or solutions provided by Tines, whether delivered on-premises, via the cloud, or through any other method, now existing or developed in the future.
- c. **“Partner”** means any individual, corporation, partnership, limited liability company, or other legal entity that accesses, receives, or uses Tines’ products, services, or Offerings, including, without limitation, any of its affiliates, subsidiaries, employees, contractors, agents, or representatives.

2. License Grant. Tines hereby grants Partner a non-exclusive, non-transferable, non-assignable, revocable, right and license to use the NFR Offering solely for internal review purposes, including evaluation, testing, training, demonstration, proof-of-concept, pre-production staging, and other similar non-commercial activities. The NFR Offering may not be used for production environments, commercial distribution, or any activity that generates revenue or provides services to a third party. For purposes of clarity, Partner may not use the NFR Offering for any paid engagement with a customer or potential customer, for monitoring or assessing the performance, availability, or functionality of Tines Offerings, for benchmarking against other products, or for any competitive analysis, or in any other manner not expressly authorized in writing by Tines.

3. Restrictions on NFR Offerings. All rights not expressly granted to Partner are reserved by Tines. Partner shall not: copy, modify, distribute, sublicense, reverse engineer, or create derivative works of the NFR Offering; use it for competitive, illegal, or unauthorized purposes; remove proprietary notices; or disclose benchmark or test results. Partner must maintain all Tines copyright, trademark, and proprietary notices on any copies.

4. Ownership and Intellectual Property. Tines retains all right, title, and interest in and to the NFR Offering, including all intellectual property rights. No license under any patent, copyright, trade secret, trademark, or other proprietary rights is granted except as expressly set forth in this Agreement. All feedback, suggestions, or modifications provided by Partner in connection with the NFR Offering are deemed the sole property of Tines.

5. Term and Termination. The NFR license is effective upon provision of the NFR Offering and shall remain in effect until the earliest of (i) completion of Partner’s internal evaluation, demonstration, or testing of the NFR Offering, (ii) Partner entering into a commercial agreement with Tines for the purchase or use of any Tines Offering, or (iii) termination by either party at any time, for any reason or no reason, upon written notice to the other party. Upon termination or expiration, Partner shall immediately:

- a. Cease all use of the NFR Offering;
- b. Return or destroy all copies, including backups; and
- c. On request, certify in writing that such destruction has been completed, specifying the manner, date, and scope of destruction.

6. Disclaimer; No Support. The NFR Offering is provided “as-is,” without any warranties, representations, or guarantees, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, or uninterrupted service. Tines does not provide maintenance, support, indemnification, or technical assistance for NFR Offerings.

7. **Confidentiality.** Partner shall treat the NFR Offering and all related materials, documentation, and data as confidential information of Tines. Partner shall not disclose, share, or make accessible any NFR Offering or related materials to any third party without Tines' prior written consent and shall protect such information using at least reasonable care, and in no event less than the degree of care it uses to protect its own confidential information.
8. **Compliance with Laws.** Partner shall comply with all applicable local, national, and international laws, regulations, and export control requirements in connection with the receipt and use of the NFR Offering.
9. **Audit and Verification.** Tines reserves the right to audit Partner's use of the NFR Offering to ensure compliance with this Agreement. Partner agrees to provide reasonable access to systems, records, and documentation upon request for this purpose.