

Tines Data Processing Addendum

The Tines Data Processing Addendum (“**DPA**”) forms part of the agreement between Customer and Tines (each as defined on the applicable Order Form). This DPA, together with the General Terms, or such other written agreements executed by the parties to govern the use of the Offerings, shall be referred to as the “**Agreement**”. Any terms used herein which are not defined shall have the meanings ascribed to them in the General Terms. The parties hereby agree as follows:

Clause I. Definitions.

The following capitalized terms, when used in this DPA, will have the corresponding meanings provided below:

1. “**Applicable Data Protection Laws**” means all data protection and privacy laws and regulations applicable to the respective party in its role related to the processing of Customer Personal Data pursuant to the Agreement, including where applicable, European Data Protection Laws and US Privacy Laws; in each case as may be amended, superseded, or replaced.
2. “**Customer Personal Data**” means any information that relates to an identified or identifiable natural person and which is protected as “personal data”, “personal information”, or “personally identifiable information” under Applicable Data Protection Laws and that is processed by a Tines Offering at the direction of the Customer pursuant to the Agreement.
3. “**EEA**” means the countries that are parties to the agreement on the European Economic Area, and Switzerland.
4. “**European Data Protection Laws**” means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC (“e-Privacy Directive”); (iii) any applicable national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (“Swiss DPA”); and (v) in respect of the United Kingdom (“UK”), the Data Protection Act 2018 and the GDPR as saved into UK law by virtue of section 3 of the UK’s European Union (Withdrawal) Act 2018 (“UK GDPR”), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the UK’s European Union (Withdrawal) Act 2018; in each case as may be amended, superseded or replaced.
5. “**Process(ing)**” shall have the meaning ascribed in the Applicable Data Protection Laws.
6. “**Restricted Transfers**” mean: (i) where the GDPR applies, a transfer of Customer Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission (an “EEA Restricted Transfer”); (ii) where the UK GDPR applies, a transfer of Customer Personal Data from the UK to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 (a “UK Restricted Transfer”); and (iii) where the Swiss DPA applies, a transfer of Customer Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (a “Swiss Restricted Transfer”).
7. “**Security Breach**” means any confirmed security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data that Tines has an obligation to safeguard under this DPA.
8. “**Standard Contractual Clauses**” or “**SCCs**” means the standard contractual clauses as adopted by the EU Commission by means of the Implementing Decision EU 2021/914 of June 4, 2021, as amended, superseded, or replaced from time to time.
9. “**Sub-processor**” means any processor engaged by Tines or its Affiliates to assist in fulfilling its obligations with respect to processing Customer Personal Data in the course of providing the Tines Offerings pursuant to the Agreement or this DPA. Sub-processors may include third parties or Tines Affiliates.
10. “**Tines Security Standards**” mean Tines’ then-current security standards for the processing of Customer Personal Data, as set forth in the Tines Information Security Addendum.
11. “**UK Addendum**” means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner’s Office under S.119(A) of the UK Data Protection Act 2018.
12. “**US Privacy Laws**” means, as applicable: the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq. (2018) as amended by the California Privacy Rights Act of 2020 (“CPRA”) (together the “CCPA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Connecticut Data Privacy Act (“CTDPA”), the Colorado Privacy Act (“CPA”), the Utah Consumer Privacy Act (“UCPA”), and any other applicable US state privacy or data protection laws that have come into force at the time of the parties’ execution of this DPA.
13. “**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.

Clause II. Universal Data Processing Terms. The following terms shall apply to all Customer Personal Data processed by Tines on behalf of Customer as a processor or service provider in the course of providing the Offerings, regardless of the source of the data.

1. **Processing of Customer Personal Data.**
 - a. Customer is a business or the controller (as applicable) with respect to the processing of Customer Personal Data. Customer hereby grants Tines general authorization to process Customer Personal Data as a processor or service provider (as applicable) on its behalf in connection with the Tines Offerings and appoint other subprocessors to support the Offerings, including, without limitation, by processing Customer Personal Data, as provided herein. In the event that Customer is considered a processor or service provider acting on behalf of its own customers, Tines shall process the Customer Personal Data as a sub-processor or service provider acting on behalf of Customer.
 - b. Tines shall: (a) Process the Customer Personal Data only in accordance with the instructions provided by Customer to Tines, as set forth in the Agreement, unless otherwise required by an Applicable Data Protection Law or other law to which Tines is subject; (b) implement and maintain the Tines Security Standards to protect the Customer Personal Data; and (c) ensure that only authorized personnel who are under written confidentiality obligations have access to such Customer Personal Data.

- c. Customer is responsible for determining and controlling the nature and extent of Processing of Customer Personal Data by Tines to deliver the Offerings. Customer is responsible for its lawful use of the Offerings and for the lawfulness of its own processing of Customer Personal Data under or in connection with the Offerings. Customer represents and warrants that it has provided all notices and disclosures regarding the processing of Customer Personal Data required by Applicable Data Protection Laws and obtained valid data subject consent, where applicable, as required by Applicable Data Protection Laws to process Customer Personal Data pursuant to the Agreement.
 - d. With respect to the Cloud Services, Tines will only host Customer Personal Data in the region(s) offered by Tines and selected by Customer on an Order Form (the “**Hosting Regions**”). Customer is solely responsible for the regions from which it accesses the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer, and for any subsequent designation of other Hosting Regions. Once Customer has selected a Hosting Region, Tines will not process Customer Personal Data from outside the Hosting Region except as necessary to provide the Tines Offerings to Customer in accordance with the Agreement, which may include transfers of Usage Data, as described above, to where Tines’s Sub-processors maintain data processing operations, or as necessary to comply with the law or binding order of a governmental body. Customer acknowledges regardless of the Hosting Region selection, where Customer is receiving Cloud Services, Usage Data (as defined in the Cloud Addendum) will be transferred and replicated in Tines’s data warehouse in EMEA.
 - e. Tines has no obligation to assess the contents or accuracy of the Customer Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Tines Offerings will meet Customer’s requirements and legal obligations under Applicable Data Protection Laws.
 - f. Taking into account the nature of the processing, and the information available to Tines, Tines shall provide reasonable assistance to Customer to enable Customer to fulfil its obligations to engage in any data protection impact assessments or consultations with supervisory authorities which may be required under Applicable Data Protection Laws.
- 2. Sub-processing.**
- a. A list of Tines’s current sub-processors by Offering is accessible on Tines’s website at: <https://www.tines.com/sub-processors>. To receive advance notification of new subprocessors added to the Offerings, subscribe to Tine’s Data Notification Story at: <https://hq.tines.io/pages/legal-emails/>.
 - b. Tines shall: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect Customer Personal Data to the standard required by Applicable Data Protection Laws and this DPA; and (ii) remain liable for the acts and omissions of its Sub-processors to the same extent that Tines would be liable if performing the services of each Sub-processor under the terms of this DPA.
 - c. Customer may object to Tines’s appointment of a new Sub-processor by notifying Tines in writing within thirty (30) calendar days after receiving Tines’s notice in accordance with Section 2(a) above. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss the objection in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Tines will, at its sole discretion, either not appoint the Subprocessor, or permit Customer to suspend or terminate the affected Tines Offerings in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination).
- 3. Security Standards.**
- a. Tines shall implement and maintain the technical and organizational security measures as defined in the Tines Security Standards to protect Customer Personal Data processed by Tines within the Offerings.
 - b. Customer agrees that it shall implement and maintain appropriate technical and organizational security measures designed to preserve the security and confidentiality of Customer Personal Data while in its dominion and control.
 - c. **Security Breach Response.** Upon becoming aware of a Security Breach, Tines shall without undue delay, notify Customer (at the Customer-designated email address that Customer has provided via this link: <https://hq.tines.io/pages/legal-emails/>) of the discovery of the confirmed Security Breach. Such notification shall include, to the extent known: (i) a description of the likely consequences of the Security Breach, (ii) measures to mitigate its possible adverse effects; (iii) types of information affected by the Security Breach; and (iv) date and time of the Security Breach. Where required, Tines shall provide reasonable assistance to Customer to the extent required for Customer to comply with its obligations under Applicable Data Protection Laws.
 - d. **Audits.** Tines shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its processing of Customer Personal Data (including responses to information security and audit questionnaires that are necessary to confirm Tines’s compliance with this DPA) provided that Customer shall not exercise this right more than once in any 12-month rolling period. Notwithstanding the foregoing, Customer may also exercise such audit right in the event Customer is expressly required to provide this information to a data protection authority on another reasonably similar basis.
- 4. Data Requests & Deletion.**
- a. Upon termination or expiration of the applicable Order Form, Tines shall delete all Customer Personal Data (including copies) in its possession or control in accordance with the Agreement, provided however that this requirement shall not apply to the extent Tines is required by applicable law to retain some or all of the Customer Personal Data. Customer has the right to delete any Customer Personal Data from the Tines Offerings at any time during the term of the Agreement.
 - b. The Tines Offerings provide Customer with the functionality to retrieve, correct, or delete Customer Personal Data at any time. Customer may use these controls to assist it in connection with its obligations under Applicable Data Protection Laws, including its obligations related to any request from a data subject to exercise their rights under Applicable Data Protection Laws. To the extent that Customer is unable to independently access the relevant Customer Personal Data within the Tines Offerings, Tines shall provide reasonable cooperation, taking into account nature of the processing and the information available to Tines, to assist Customer to respond to any requests from data subjects relating to exercising their rights under Applicable Data Protection Laws. In the event that any such request is made directly to Tines, unless otherwise required by applicable law, Tines will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request, including, where necessary, by using the functionality of the Tines Offerings.
 - c. If Tines receives a demand to disclose or provide access to Customer Personal Data from a law enforcement agency, government authority, or public authority (“Third-Party Demand”), then Tines, to the extent legally permitted, will attempt to redirect the

Third-Party Demand to Customer. If Tines cannot redirect the Third-Party Demand, Tines will promptly notify Customer, to the extent legally permitted, and provide a copy of the Third-Party Demand to allow Customer to seek a protective order or other appropriate remedy, unless legally prohibited from doing so.

5. Miscellaneous.

- a. Except for the changes made by this DPA as applicable to the Tines Offerings, the Agreement remains unchanged and in full force and effect.
- b. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

Clause III. Jurisdiction-Specific Data Protection Terms.

1. Customer acknowledges that by using the Tines Offerings, Customer Personal Data may be transferred to locations outside the EU and the United States. Nothing set forth in this Clause III modifies the Applicable Data Privacy Laws. Tines will promptly notify the Customer if Tines determines that it can no longer meet its obligations under the Applicable Data Privacy Laws.

2. EU Data Transfers.

- a. The EU Clauses are incorporated by reference into this DPA and apply to the extent required under the European Data Protection Laws.
- b. **Processor to Controller Data Transfers.** Where the transfer of Customer Personal Data from Tines (as “data exporter”) to Customer (as “data importer”) is a Restricted Transfer and Applicable Data Protection Laws requires that appropriate safeguards are put in place, such transfer shall be subject to Module 4 of the SCCs and are completed as follows:
 - i. Clause 7: The docking clause will not apply.
 - ii. Clause 8.1: This DPA and Agreement will be deemed to be Customer’s instructions.
 - iii. Clause 8.5: Tines’ obligations are supplemented by this DPA as it relates to deletion or return of Customer Personal Data.
 - iv. Clause 8.9(c): Customer’s rights may be exercised as set forth in Section 3(d) above (Audits)
 - v. Clause 9(a): Option 2 will apply and the time period shall be thirty days.
 - vi. Clause 11(a), optional data subject redress mechanisms shall not apply.
 - vii. Clause 17, the SCCs will be governed by the law of the EU Member State in which the data exporter is established and if no such law, by Irish law.
 - viii. Clause 18, any disputes arising from the SCCs shall be resolved before the courts of the EU Member State in which the data exporter is established, and otherwise Ireland.
 - ix. Annex I of the SCCs shall be deemed completed with the information set out in Annex I to this DPA.
 - x. Annex II of the SCCs shall be deemed completed with the information contained in the Tines Security Standards.
 - xi. Annex III is not used.
- c. **Controller/Processor to Processor/Subprocessor Data Transfers.** Where the transfer of Customer Personal Data from Customer (as “data exporter”) to Tines (as “data importer”) is a Restricted Transfer and Applicable Protection Laws requires that appropriate safeguards are put in place, such transfer shall be subject to either Module 2 or 3 (as applicable) and are completed as follows:
 - i. Clause 7: The docking clause will not apply.
 - ii. Clause 8.1: This DPA and Agreement will be deemed to be Customer’s instructions or instructions of the Controller as applicable.
 - iii. Clause 8.5: Tines’s obligations are supplemented by this DPA as it relates to deletion or return of Customer Personal Data or Personal Data of the Controller subject to the Agreement as applicable.
 - iv. Clause 8.9(c): Customer’s rights may be exercised as set forth in Section 3(d) above (Audits) and if applicable, Customer shall share such findings with the Controller.
 - v. Clause 9(a): Option 2 will apply and the time period shall be thirty days.
 - vi. Clause 11 (a), optional data subject redress mechanisms shall not apply.
 - vii. Clause 17, the SCCs will be governed by the law of the EU Member State in which the data exporter is established and if no such law, by Irish law.
 - viii. Clause 18, any disputes arising from the SCCs shall be resolved before the courts of the EU Member State in which the data exporter is established, and otherwise Ireland.
 - ix. Annex I of the SCCs shall be deemed completed with the information set out in Annex I to this DPA.
 - x. Annex II of the SCCs shall be deemed completed with the information contained in the Tines Security Standards .
 - xi. Annex III is not used.

3. **UK and Swiss Data Transfers.** To the extent that any transfer of Customer Personal Data is a UK Restricted Transfer or Swiss Restricted Transfer, the SCCs as implemented under sub-paragraphs (2) (b) and (c) above will apply with the following modifications:

- i. References to “Regulation (EU) 2016/679” and to specific Articles of “Regulation (EU) 2016/679” shall be interpreted as reference to UK GDPR or the Swiss DPA (as applicable).
- ii. Reference to “EU”, “Union”, “Member State”, and “Member State law” shall be replaced with references to “UK” or “Switzerland”, or “UK law” or “Swiss law” (as applicable).
- iii. The term “Member State” shall not be interpreted in such a way as to exclude data subjects in the UK or Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e. the UK or Switzerland).
- iv. The SCCs also protect the data of legal entities until the entry into force of the revised Federal Act on Data Protection.
- v. Any references to the “competent supervisory authority” is the UK Information Commissioner or Swiss Federal Data Protection Information Commissioner (as applicable).
- vi. References to the “competent courts” shall be replaced with references to the “courts of England and Wales” or the “applicable courts or Switzerland” (as applicable).
- vii. Clause 17: the SCCS will be governed by the laws of England and Wales, or Switzerland (as applicable).

viii. Clause 18: any disputes arising from the SCCs shall be resolved before the courts of any country in the UK, or Switzerland (as applicable).

- 4. Replacement Transfer Mechanism.** If, upon the prior written consent of the Parties, Tines or Customer adopts any alternative transfer mechanism(s) to legitimize Restricted Transfers of Customer Personal Data (including without limitation, any EU-US transatlantic data privacy framework or approved certification of derogation under the GDPR) ("Replacement Transfer Mechanism"), the Replacement Transfer Mechanism will apply to any Restricted Transfer of Customer Personal Data pursuant to this DPA (but only to the extent that a Replacement Transfer Mechanism complies with Applicable Data Protection Laws).
- 5. U.S. Privacy Laws.** To the extent that Tines's processing of Customer Personal Data under the Agreement is subject to US Privacy Laws, the parties agree that Customer is a business and that it appoints Tines as its service provider (or processor) to process Customer Personal Data for the limited and specific business purposes described in and otherwise permitted by the Agreement and US Privacy Laws (the "Permitted Purposes"). To the extent required under applicable US Privacy Laws, Customer and Tines agree that:
- a.** Tines shall not retain, use, or disclose Customer Personal Data outside of the direct business relationship between Customer and Tines, or for any purpose other than for the Permitted Purposes, including retaining, using, or disclosing Customer Personal Data for a commercial purpose other than the Permitted Purposes;
 - b.** Customer is not sharing, as that term is defined in the CCPA, or selling Customer Personal Data to Tines, and Tines shall not sell or share, as that term is defined in the CCPA, Customer Personal Data;
 - c.** Tines shall comply with its applicable obligations under US Privacy Laws, shall provide the level of privacy protection required by US Privacy Laws, and shall notify Customer if it decides it can no longer meet its obligations under US Privacy Laws with respect to its processing Customer Personal Data under the Agreement;
 - d.** Customer has the right to take reasonable and appropriate steps to ensure Tines processes Customer Personal Data in a manner consistent with Customer's obligations under US Privacy Laws, and in compliance with the Agreement in accordance with the audit parameters set forth in Section 3.4 (Audits) of this DPA, and shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data;
 - e.** Tines engages other service providers to assist in the processing of Customer Personal Data for the Permitted Purposes under the Agreement on behalf of Customer, as detailed in Section 4.3 (Authorized Sub-processors) of this DPA pursuant to a written contract(s) binding such additional service providers to observe the applicable requirements of US Privacy Laws; and
 - f.** Tines shall not combine the Customer Personal Data that Tines receives from or on behalf of Customer, with Personal Data that it receives from or on behalf of another person or persons, or collects from its own interaction with data subjects, except as permitted under US Privacy Laws.

ANNEX I

A. LIST OF PARTIES

Data exporter(s) and importer(s) listed below (as applicable depending on the data transfer type)

Name: Customer

Address: As stated in Customer's underlying Agreement or on Customer's Account.

Contact person's name, position and contact details: The contact information provided by Customer in its Account.

Activities relevant to the data transferred under these Clauses: Customer's receipt and/or use of the Tines Offerings on behalf of itself and its Affiliates as set forth in the Agreement.

Signature and date: As per the Effective Date and signature of the underlying Agreement.

Role: Controller or Processor, as applicable

Name: Tines

Address: As described in Customer's underlying Agreement or Order Form.

Contact person's name, position and contact details: To the Legal Department as described in the Notice section of the underlying Agreement.

Activities relevant to the data transferred under these Clauses: Tines's provision, operation, and/or support of the Tines Offerings as set forth in the Agreement.

Signature and date: As per the Effective date and signature of the underlying Agreement.

Role: Processor or sub-processor, as applicable.

B. DESCRIPTION OF TRANSFER**i. Categories of data subjects whose personal data is transferred**

The categories of data subjects to which Customer Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) individual contacts, prospects, customers, business partners, and vendors of Customer (who are natural persons); (b) employees or contact persons of Customer's prospects, customers, business partners, and vendors (who are natural persons); (c) employees, agents, and advisors, of Customer (who are natural persons); (d) Customer's end-users; and/or (e) other individuals whose Personal Data Customer includes in Customer Personal Data.

ii. Categories of personal data transferred

The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) name, address, title, email address, contact details, username; and/or (b) any other Customer Personal Data Customer provides for processing pursuant to use of the Tines Offerings.

iii . Sensitive data transferred

The parties do not intend for any special category data to be transferred or processed under the Agreement.

iv. Frequency of the transfer

The frequency of the transfer is on a continuous or one-off basis depending on the nature of the Tines Offerings.

v. Nature of the processing

The nature of the processing is as necessary for the operation, provision, receipt, support, and/or use of the applicable Tines Offerings as set forth in the Agreement.

vi. Purpose(s) of the data transfer and further processing

The purpose of the data transfer and further processing is for the operation, provision, receipt, support, and/or use of the applicable Tines Offerings as set forth in the Agreement, and compliance with applicable laws.

vii. The period for which the personal data will be retained

Customer Personal Data will be retained until the termination or expiration of the applicable Tines Offerings in accordance with the terms of the Agreement, plus the period from the termination or expiry of the applicable Tines Offerings until deletion of Customer Personal Data by Tines in accordance with the terms of the Agreement.

viii. Subject matter, nature and duration of the processing for transfer to Sub-processors

Tines Sub-processors' access to Customer Personal Data will be limited to what is strictly necessary to provide the Tines Offering. Sub-processing will continue until termination or expiration of the applicable Tines Offering.

C. COMPETENT SUPERVISORY AUTHORITY

Where the European Data Protection Laws apply, the competent supervisory authority shall be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment, or (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. Where the UK GDPR or Swiss DPA applies, the competent supervisory authority will be either the UK Information Commissioner or Swiss Federal Data Protection Information Commissioner as applicable.