

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (“Agreement”) governs Customer’s access and use of the OneStream Services and is effective on the Order Schedule Effective Date. By executing an Order Schedule, the parties (each a “Party” and, collectively, the “Parties”) agree to the terms of this Agreement.

1. DEFINITIONS

(a) “**Affiliate**” means a corporation, company, partnership, joint venture, or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party where “**control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities, by contract, or otherwise.

(b) “**Applicable Term**” means the Subscription term stated in an Order Schedule.

(c) “**Authorized User**” means an individual who is an employee or agent of Customer, or a Customer Affiliate, and who is allocated privileges (“**Named Users**”) as further specified in Section 1(f) and (g). Authorized Users may also include Customer’s agents, contractors, and/or professionals provided: i) they use the Software for the sole benefit of Customer under the terms of this Agreement; and ii) they are under obligation of non-disclosure substantially similar as the confidentiality terms in Section 12. Customer shall be responsible for the acts and omissions of all such Authorized Users.

(d) “**Data Processing Terms**” means the terms found at <https://www.onestream.com/saas-terms-and-conditions/> with respect to OneStream’s processing of “**Personal Data**” as defined in the Data Processing Terms.

(e) “**Documentation**” means the then-current OneStream user guides and manuals for use of the Software, in written or electronic form, and so designated by OneStream. During the Applicable Term OneStream will not change the Documentation from the then-current Documentation in a manner that materially reduces or changes the described functionality in a way that is generally adverse to users of software that are substantially similar to Customer.

(f) “**Named Interactive User**” privileges with respect to an Authorized User permit one Authorized User to access all functionality of the Software.

(g) “**Named View User**” privileges with respect to an Authorized User permit one Authorized User to view all data, reports, and dashboards in the production environment. Named View User privileges do not permit the Authorized User to load, calculate, consolidate, certify, or change data in any way.

(h) “**OneStream**” means the OneStream Software LLC and its Affiliates.

(i) “**Order Schedule**” means a OneStream ordering document which may include information such as, but is not limited to, number of Named Users, Applicable Term, and fees, which is executed and delivered by the parties.

(j) “**Professional Services**” means consulting services as set out in a statement of work executed between the parties.

(k) “**Software**” means the OneStream software identified in an Order Schedule, in executable form.

(l) “**Support Services**” means the support services as specified in Attachment B – Support Services.

(m) “**Update**” means i) a release, version, or bug fix with respect to the Software that OneStream makes available to its subscription

customers generally at no additional charge in excess of the subscription fee for the applicable Software(s); that ii) OneStream has validated and approved, at least semi-annually, by having an independent and accredited third-party provider conduct both (A) penetration tests of such release and version of the Software, and (B) an audit of OneStream’s authorized FedRAMP boundary which will follow standard FedRAMP guidelines for FedRAMP authorization of the Software. Updates do not include any software, services or future products that OneStream offers separately.

2. STRUCTURE.

(a) This “Agreement” consists of this Subscription License Agreement, together with all Attachments, Order Schedules, and Statements of Work associated with this Subscription License Agreement.

(b) Any conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (i) the Order Schedule, (ii) this SaaS Agreement, including the Documentation and any attachments to the SaaS Agreement, (iii) SOWs.

3. LICENSE.

(a) Subject to the terms and conditions of this Agreement, during the Applicable Term OneStream grants to Customer the non-exclusive, time-limited right to install and use, and permit each Customer Affiliate to install and use, the Software according to the Documentation and the respective Order Schedules, all solely for the internal business operations of Customer and the Customer Affiliates.

(b) Customer may, during the Applicable Term, make available the Software to Authorized Users solely for the internal business operations of Customer and the Customer Affiliates. For the avoidance of doubt, if an entity ceases to be a Customer Affiliate, the right of Customer to permit such entity, or its Authorized Users, to use the Software will end.

(c) Customer may allocate and reallocate, and permit Customer Affiliates to allocate and reallocate, Named User privileges among Authorized Users, provided that the frequency and/or nature of such allocation and/or reallocation does not have the effect of permitting more than the number of Authorized Users to use the Software.

(d) Customer will be liable to OneStream for all acts or omissions of any Customer Affiliate and/Authorized User that would, if committed or omitted by Customer, be a breach of this Agreement.

(e) The Software is licensed by OneStream, not sold.

4. COPY AND USE RESTRICTIONS.

(a) Customer and each Customer Affiliate may copy the Software as reasonably necessary for non-production test and development purposes, including backup, archival purposes, disaster recovery, testing, and implementation. Customer may permit persons assigned to Named User licenses granted under this Agreement to access non-production instances of the Software at no additional charge for non-production test and implementation purposes. Customer may reproduce the Documentation, unaltered, for internal use only.

(b) Except as expressly permitted by this Agreement, Customer may not, and may not allow any third party to: (i) decompile, disassemble, decrypt, or reverse-engineer the Software, (ii) remove any product identification or proprietary-rights notices from the Software or Documentation, (iii) sell, lease, lend, or otherwise make available the Software to a person other than a Customer Affiliate as permitted by Section 3(b), (iv) use the Software for the benefit of any person other than a Customer Affiliate or Authorized User, whether for timesharing, service bureau, or other purposes; (v) modify, or create derivative works of, the Software (it being understood that mere configuration of the Software as contemplated by the Documentation is not a modification or the creation of a derivative work), (vi) use any virtual session, automated process, scheme by which multiple natural persons use the Software, or other means (including, but not limited to, artificial intelligences) to make greater use of the Software than is permitted under the user privileges specified in this Agreement and/or the applicable Order Schedule, (vii) use or copy the Software in a manner not consistent with the Documentation; or (viii) otherwise use or copy the Software except as expressly provided in this Agreement.

(c) If Customer's actual use of the Software, based on the Software's user management functionality, is in excess of Customer's purchased Named User permissions, OneStream will notify Customer and Customer shall within thirty days thereafter either: (i) rectify such unpermitted excess use; or (ii) purchase the additional Named Users corresponding to Customer's actual use of Named Users.

5. SUPPORT AND PROFESSIONAL SERVICES.

(a) OneStream will provide to Customer Support Services (as described in Attachment B) during the Applicable Term.

(b) Where Customer requires Professional Services with respect to the Software in excess of Support Services (including, but not limited to, installation, integration and configuration), the parties will contract for such services under the terms stated in Attachment C (Professional Services Program). A breach by a party with respect to Professional Services will not itself be a breach by that party with respect to other services.

6. TERM.

(a) The Applicable Term shall commence as specified on each Order Schedule and continue for the period specified therein.

(b) The Applicable term may be renewed for an additional one year by both parties exercising an option, executing a new Agreement in writing, or executing a new purchase order incorporating this Agreement in writing. OneStream may increase the price during any renewal term in accordance with the GSA Schedule Pricelist and GSA Schedule Contract.

7. PAYMENT TERMS AND TAXES.

(a) OneStream shall invoice for subscription fees annually at the beginning of the Applicable Term. OneStream shall invoice for Professional Services upon the earlier of (i) completion of the Professional Services or (ii) monthly in arrears on the first day of the calendar month that follows the date during which the Professional Services are performed.

(b) All amounts under this Agreement that are not subject to a good faith dispute of which Customer has given written OneStream notice are due within 30 days after the date of invoice. If Customer fails to timely pay any amount as required by this Agreement, Customer will pay to OneStream late fees at the lower of 1% per month or the highest rate permitted by law.

(c) All amounts shall be billed in the currency stated in the Order Schedule executed by the parties.

(d) OneStream shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or

provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

(e) If Customer requires that a purchase order number appear in this Agreement or any component of this Agreement, Customer must give notice of the same within seven days after the Effective Date. In any case, no Customer requirement for purchase order numbers or other clerical or similar requirements will delay or reduce any Customer obligation under this Agreement.

8. REFERENCE.

OneStream will not use Customer's trademarks or trade dress in any press release or public promotional communication. Notwithstanding the foregoing, OneStream may include Customer's name in a confidential list of OneStream's customers that OneStream may provide to OneStream's potential customers.

9. TERMINATION.

(a) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act) and FAR 52.233-1. During any dispute under the Disputes Clause, OneStream shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement. Termination is not an exclusive remedy.

(b) Upon termination for any reason, all of Customer's right to use the Software shall immediately cease and Customer shall promptly return to OneStream, or destroy, all copies of the Software and Documentation in Customer's possession or control.

(c) The provisions of Section 9 will survive according to their terms. The provisions of Sections 1, 9, 11, 11, 12, 13, 14, and 15 will survive indefinitely any termination of this Agreement.

10. WARRANTY.

(a) OneStream warrants that during the Applicable Term, the Software will conform in all material respects to OneStream's then-current Documentation for such Software.

(b) The warranty in Section 10(a) will not apply to the extent that: (i) the Software is not used in accordance with this Agreement or the Documentation; (ii) the Software or any part thereof has been modified other than by OneStream or with OneStream's written approval; or (iii) Customer fails to accept or implement an Update proffered by OneStream that would cause the Software to conform to the warranty.

(c) To claim the benefit of the warranty in Section 10(a), Customer must: (i) notify OneStream of the non-conformity and (ii) provide to OneStream sufficient detail to allow OneStream to reproduce the nonconformity.

(d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONESTREAM'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE WARRANTY IN SECTION 10(a) SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SOFTWARE, UNLESS, IN ONESTREAM'S OPINION, SUCH REPAIR OR REPLACEMENT WOULD BE INADEQUATE OR IMPRACTICAL, IN WHICH CASE ONESTREAM WILL REFUND: I) ANY PREPAID FEE THAT CUSTOMER HAS PAID BUT THAT ONESTREAM HAS NOT EARNED, WHETHER BY PERFORMANCE OR PASSAGE OF TIME; AND II) THE SUBSCRIPTION FEES PAID FOR THE LAST 90 DAYS FOR THE APPLICABLE SOFTWARE AND CUSTOMER WILL THEREUPON CEASE ALL USE OF THE SOFTWARE AND THE APPLICABLE ORDER SCHEDULE (AND, IF NO OTHER ORDER SCHEDULES ARE THEN ACTIVE, THIS AGREEMENT) WILL TERMINATE.

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING AS SPECIFIED IN SUPPORT SERVICES:

- (i) ONESTREAM DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE;
- (ii) ONESTREAM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; AND
- (iii) ONESTREAM MAKES NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SOFTWARE, GOODS, OR SERVICES, AGAINST INFRINGEMENT, OF MERCHANTABILITY, OR OF FITNESS FOR ANY PURPOSE.

(f) The Software operates utilizing public networks, including the internet, which is not under the control of OneStream and is inherently unsecure. OneStream makes no representations, warranties, or guarantees of any kind, express, implied, statutory, or otherwise, oral or written, with respect to the performance or security of any public network.

11. INTELLECTUAL PROPERTY INDEMNITY.

(a) OneStream will indemnify, defend, and hold harmless Customer and each Customer Affiliate from any claim by a third party that the Software infringes upon that third party's patent, copyright or trademark, or misappropriates that third party's trade secret, provided that: (i) Customer gives to OneStream prompt notice of the claim and (ii) Customer and each Customer Affiliate give to OneStream sole control of the defense and/or settlement of the claim and reasonable assistance in conducting such defense and/or settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516 OneStream will reimburse all reasonable out-of-pocket expenses incurred by Customer in providing such assistance. OneStream will not, without Customer's written consent (which consent Customer will not unreasonably withhold) enter into any settlement agreement that binds an indemnitee that involves any substantive term other than the payment by OneStream of money and the release of the liability of the indemnitee.

(b) Reserved.

(c) OneStream's obligations under Section 11(a) will be reduced to the extent that the claim arises out of, or relates to (i) goods, services, or software not supplied by OneStream under this Agreement; (ii) use of the Software in a manner not expressly authorized by this Agreement (iii) customizations, modifications, alterations of or changes to the Service (other than mere configuration as contemplated by the Documentation) not approved in writing by OneStream; (iv) combination of the Software with other goods, services, processes, or software where the alleged infringement would not exist but for such combination; (v) Software that is not the most current release and version if infringement would be avoided by use of the most current release or version, or (vi) Customer's continuation of the allegedly infringing activity after being notified thereof.

(d) If the Software infringes upon a third party's proprietary right or if OneStream reasonably believes that the same is likely to occur, OneStream may, at its option (in addition to, and not in lieu of, OneStream's obligations under Section 11(a)), (i) procure for Customer the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; (iii) replace the Software with software that is substantially similar in functionality and performance; or (iv) if options (i) - (iii) are not commercially reasonable, then refund to Customer such subscription or other fees as Customer has by then paid but that OneStream has not earned by performance or the passage of time, whereupon Customer will cease using the Software and destroy or return the Software to OneStream and this Agreement will terminate.

(e) This Section 11 states OneStream's sole obligation, and Customer's exclusive remedy, for any third party claim of infringement, violation or misappropriation of intellectual property or other proprietary rights.

12. CONFIDENTIALITY.

(a) "Confidential Information" of a party means any information belonging to, or held by, the party, that is: i) designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; and ii) the subject of commercially reasonable efforts by the party under the circumstances to keep it from becoming generally known to the public.

(b) Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- (i) Not disclose the Confidential Information to any third party other than the receiving party's employees, agents, contractors and/or professionals as permitted under this Agreement.
- (ii) Use, and permit the use of, the Confidential Information only for the purpose of performing its obligations, or enjoying its rights, under this Agreement (the "Purpose").
- (iii) Disclose the Confidential Information only to such of the receiving party's employees, agents, contractors, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose.
- (iv) Cause each employee, agent, contractor or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by the receiving party under law without a separate contractual obligation.
- (v) Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

(c) Nothing in this Section 12 will prevent the receiving party from disclosing or using the Confidential Information of the disclosing party to the extent that:

- (i) It is or becomes generally known to the public without any breach by the receiving party of Section 12(b);
- (ii) It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- (iii) It is independently developed by the receiving party without use of the disclosing party's Confidential Information; or
- (iv) It is required by law to be disclosed, provided that the receiving party to the extent not prohibited by law:
 - (A) Provides to the disclosing party as much notice as is practicable under the circumstances of such requirement;
 - (B) Provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures; and
 - (C) Discloses only such Confidential Information as the receiving party, upon advice of its counsel, believes is

required to be disclosed. OneStream recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

(d) Reserved.

(e) The obligations under this Section 12 will continue for the longer of:

- (i) Five (5) years after expiration or termination of this Agreement; or
- (ii) The time during which the Confidential Information remains a trade secret (as that term is defined in the Defend Trade Secrets Act) of the disclosing party.

(f) The provisions of this Section 12 replace, preempt, and supersede any confidentiality agreement, nondisclosure agreement, or similar agreement between the parties and/or their affiliates that existed prior to, or on, the Effective Date.

13. RIGHTS.

(a) OneStream shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or other proprietary rights in: (i) each Software and all derivatives, improvements, enhancements or modifications thereto; and (ii) any software, applications, inventions or other technology developed in connection with the Software, including those developed through Professional Services.

(b) Customer shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or proprietary rights in, Customer Data. Customer shall have the right to access their Customer Data during the Applicable Term as specified in the Support Services.

14. U.S. GOVERNMENT USERS. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Software and User Documentation are being provided to U.S. Government end users (1) only as a Commercial Item, and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

15. LIMITATION OF REMEDIES AND DAMAGES.

(a) To the maximum extent permitted by law, except in the case of OneStream's gross negligence, willful misconduct, fraud, obligation under Section 11 (Intellectual Property Indemnity), or breach of an obligation under Section 12 (Confidentiality), regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability, or other theory:

- (i) ONESTREAM'S AGGREGATE LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE LAST 12 MONTHS OF SUBSCRIPTION FEES (OR, IF 12 MONTHS HAVE NOT BY THEN PASSED, THE AMOUNT THAT WOULD HAVE BEEN PAYABLE HAD THE TERM OF THE AGREEMENT RUN 12 MONTHS); and
- (ii) ONESTREAM WILL NOT BE LIABLE FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(b) The limitations in this Section 15 apply notwithstanding that OneStream knows, or has reason to know, of the possibility of any particular kind of damages or that such limitations cause a remedy to fail of its essential purpose.

16. GENERAL.

(a) The Agreement shall be governed by and construed under the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement.

(b) Any notice required or permitted to be given under this Agreement must be in writing and will be effective; (i) if given by personal delivery, upon such personal delivery; (ii) if given by nationally-recognized courier or mail service (in either case that has real-time or near real-time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service, or (iii) if by e-mail, when sent, provided that sender receives no indication within four hours after sending that the e-mail message failed to reach the receiver. The addresses for notice are those in the preamble to this Agreement. Either party may change its notice address by providing notice to the other party.

(c) Each party will, and will cause its employees, directors, and officers (and, in the case of Customers, its Customer Affiliates and Authorized Users) to, comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (each an "Anti-Bribery Law"). The parties shall not engage in any activity, practice or conduct which would violate an Anti-Bribery Law. Each party shall have, maintain and enforce, throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws. For the avoidance of any doubt, any amounts paid by Customer under this Agreement will be for Software, Professional Services, and/or other fees incurred in accordance with this Agreement. Each party will not, and will cause its Customer Affiliates, employees, directors, and officers to not, accept bribes or kickbacks in any form. Each party will be liable to the other party for any breach by its respective employees, directors, officers, Customer Affiliates or subcontractors of any Anti-Bribery Laws.

(d) Neither party may assign any right or obligation under this Agreement. Notwithstanding the foregoing, either party may assign all, but not less than all, of its rights and obligations under this Agreement (i) to any affiliate of the party or (ii) in connection with a public offering or with the sale, acquisition, or merger of all or substantially all of the party's business, assets, or equity.

(e) If a provision of the Agreement or portion thereof is invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of such provision or the remaining provisions of the Agreement. The waiver by either party of any default or breach of any provision of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

(f) Import/Export.

(i) Each Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Service ("**Export Laws**"). Each party agrees to comply with Export Laws that apply to such party's use or provision of the Service. A Barred Entity includes, but is not limited to, an entity located in any country subject to an embargo or other sanctions by the U.S. Government ("**Embargoed Country**"), which currently includes Cuba, Iran, North Korea, Syria, and Crimea Region of Ukraine), or an entity designated on a "**Denied Party List**" maintained by the U.S. Government, including, but not limited to the U.S. Treasury Department's Specially Designated National's List administered by the Office of Foreign Assets Control.

(ii) Customer will not export, re-export, transfer, or otherwise use the export-controlled products in any Embargoed

Country or allow any of its employees and affiliates to access any Service from any Embargoed Country.

- (iii)** Customer will not export, re-export, or transfer, either directly or indirectly, any Service to a Barred Entity or allow a Barred Entity to access any Service.
- (iv)** Customer will not use any Service for any purpose prohibited by Export Laws, including, but not limited to, the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.
- (g)** The provisions of the Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- (h)** Excusable delays shall be governed by FAR 52.212-4(f).
- (i)** Neither party will be in breach of this Agreement to the extent that its performance (other than payment obligations) is prevented or delayed by a force majeure event, including but not limited to, war, riot, severe weather, earthquake, volcanic eruption, act of terrorism, government action, or other condition or circumstance not reasonably within the control of the affected party, provided that the affected party gives notice to the other party of the condition or circumstances and re-commences performance promptly after the applicable condition or circumstance ceases.
- (j)** The Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement expressly supersedes and cancels any prior or contemporaneous representations, warranties, and/or agreements, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be amended, and any right under this Agreement may be waived, only in a writing signed by the parties. No additional or conflicting term in a purchase order, other document, or procurement systems will

have any effect and OneStream may accept and process such forms as an administrative convenience to the parties without being deemed to have accepted any additional or different term.

(k) OneStream shall provide to Customer access to the OneStream Solution Exchange through the Applicable Term, which shall include: (i) OneStream solutions via MarketPlace; (ii) third party partner solutions via PartnerPlace; and (iii) unsupported solutions via OpenPlace. All solutions in the OneStream MarketPlace are owned or licensed by OneStream and shall be subject to and governed by the terms of this Agreement. ONESTREAM'S SOLUTION EXCHANGE IS NOT WITHIN ONESTREAM'S FEDRAMP AUTHORIZATION BOUNDARY, BUT ONESTREAM'S MARKETPLACE SOLUTIONS WHICH HAVE BEEN MADE AVAILABLE TO CUSTOMER AFTER PROPER IMPLEMENTATION AND CONFIGURATION, RECEIVE THE BENEFIT OF THE SERVICE'S OVERALL ARCHITECTURE, SECURITY AND PLATFORM BOUNDARY. ADDITIONALLY, ALL THIRD-PARTY PARTNER SOLUTIONS OFFERED THROUGH PARTNERPLACE, SHALL BE SUBJECT TO AND GOVERNED BY THE APPLICABLE THIRD-PARTY TERMS THAT ARE ASSOCIATED WITH SUCH THIRD-PARTY PARTNER SOLUTION. OPENPLACE SOLUTIONS WHICH MAY BE PROVIDED BY EITHER ONESTREAM OR A THIRD-PARTY, ARE NOT GOVERNED BY THE TERMS OF THIS AGREEMENT AND ARE PROVIDED ON AN AS IS BASIS WITH NO WARRANTY OR LIABILITY OF ANY KIND. ONESTREAM DOES NOT SUPPORT PARTNERPLACE OR OPEN PLACE SOLUTIONS AND FURTHER DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, LIABILITIES, AND ANY OTHER OBLIGATION FOR THEM. IT IS IN CUSTOMER'S SOLE DISCRETION WHETHER OR NOT TO ACCESS THIRD PARTY PARTNER SOLUTIONS OR OPENPLACE SOLUTIONS BASED ON THE FOREGOING.

Attachment B – SUPPORT SERVICES

1. Defined Terms. The following defined terms are in addition to other defined terms in the Agreement.

(a) “Base Location”, unless specified otherwise, refers to the locality indicated in the address section of the Order Schedule.

(b) A “Business Day” is a Monday, Tuesday, Wednesday, Thursday, or Friday.

(c) “Business Hours” means 8:00 am to 6:00 pm on Business Days in the Base Location or, if a Base Location is not specified, US Eastern Time (UTC -5 during US Standard Time and UTC -4 during US Daylight Saving Time).

2. Support Services.

(a) Online and Telephone Support.

(i) OneStream will provide to Customer telephone technical assistance and general support of the Service, by web session or telephone technical assistance, after Customer initiates a customer support case on the customer support portal, 24 hours per day, seven days per week, except public holidays in the time zone in which the Base Location is located (if designated) in the applicable Order Schedule or, if not so designated, US Eastern Time. Such support includes providing guidance and isolating, documenting, and finding work-arounds for problems or error messages.

(ii) OneStream will provide to Customer access to OneStream support systems such as one or more support portals and the ability to create support requests. For all support requests Customer will specify the initial Severity Level (see Table 1).

(iii) The following items are not included in Support Services:

(A) Copying, downloading, and installing Updates (covered under Professional Services if required, or by OneStream’s management services if Customer and OneStream execute and deliver a OneStream Cloud Agreement);

(B) Labor to install or upgrade software (covered under Professional Services if required, or by OneStream’s management services if Customer and OneStream execute and deliver a OneStream Cloud Agreement); and

(C) Labor to provide a deliverable solution requested by the customer. (covered under Professional Services if required, or by a separate Statement of Work).

(iv) OneStream will respond to requests for Support Services in accordance with Table 1.

(v) Direct support is limited to six named direct-support contacts for each OneStream Base Solution (such contacts must be located in the same support region as the Base Solution).

(b) Unless specified elsewhere in this Agreement, OneStream will provide support for the Software facilitating the in accordance with the OneStream Sunset Policy available at www.onestream.com/saas-terms-and-conditions

(c) Updates.

(i) When OneStream makes available an Update, it will post information about the availability, timing, and release notes with respect to such Update by such means (e.g., a OneStream portal) as it then generally uses to communicate such information to Customers. OneStream will install and configure each Update as and when OneStream makes the same available to similarly situated

users generally. Customer may request that an Update not be applied and OneStream, in its sole discretion, will use commercially reasonable efforts to accommodate any such request for a limited amount of time. Notwithstanding the foregoing: i) an Update shall be required to be installed if Customer is more than one (1) version that is made generally available to OneStream’s FedRAMP customers behind OneStream’s then-current Update; and ii) OneStream will have no obligation to delay the installation of an Update if such Update is critical to a material item related to the Software, which includes but is not limited to, functionality, security patches, authorization program compliance, or similarly material items related to the overall administration of the Software.

(d) Backups. Customers not using OneStream cloud services must ensure critical data has been backed up prior to OneStream’s personnel providing Support Services.

(e) Exclusions. OneStream’s obligations to provide the Support Services will be reduced to the extent that the failure of the Software to conform to the Documentation is caused by: (i) use of the Software other than in accordance with this Agreement or the Documentation; or (ii) Customer failure to accept or implement an Update proffered by OneStream that would cause the Software to conform to the Documentation.

Table 1

Severity Level	Definition	Time to Initial Response	Time to Fix/Resolution
Business Critical	Problem that results in a major loss of service to all or substantially all Authorized Users. No reasonable work-around is available.	Two hours from reporting.	Continuous efforts, 24 hours a day, seven days a week, from initial response to resolve the problem or cause the effect to qualify for a lower severity level, such as a reduction to "Urgent".
Urgent	Problem that results in a minor loss of service for a majority of Authorized Users. No reasonable work-around is available.	Four hours from reporting.	Continuous efforts, during Business Hours, from initial response (or downgrade from higher severity level) to resolve the problem or cause the effect to qualify for a lower severity level.
Normal	Technical failure by the Software to function according to the Documentation for some, but not a majority of Authorized Users. Reasonable workaround is available to users in the short term while a longer-term resolution is implemented.	One business day from reporting.	Commercially reasonable efforts from initial response (or downgrade from higher severity level) to resolve the problem or cause the effect to qualify for a lower severity level.
Low	Service is functioning in all material respects. Customer's work is not materially adversely affected.	One business day from reporting.	Future release of the Software.

Attachment C- PROFESSIONAL SERVICES PROGRAM

1. PROFESSIONAL SERVICES PROGRAM. Customer and OneStream may enter into one or more statements of work ("SOWs") under which OneStream will perform, and Customer will pay for, the Professional Services described in each SOW.

2. INTELLECTUAL PROPERTY.

(a) Neither party, by virtue of this Attachment, shall gain any rights of ownership in copyrights, patents or other intellectual property of the other party (as to each party its "Intellectual Property").

(b) Upon full payment to OneStream of all sums due for the Professional Services, OneStream will grant to Customer a fully-paid, worldwide, royalty-free license to use any works of authorship made as a part of the Professional Services ("Work Product") with the Software to the same extent that Customer is permitted to use the Software under the Subscription License Agreement.

(c) OneStream shall own all right, title, and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the Work Product except to the extent that the same contains (i) Customer's Intellectual Property or (ii) Customer's Confidential Information, which will remain Customer's property and subject to Section 12 of the Subscription License Agreement.

3. FEES, EXPENSES & TAXES. Customer will pay fees, expenses, and taxes according to the provisions of Section 7 of the Subscription License Agreement. No receipts will be provided for expenses under \$25 (or equivalent). Except as otherwise expressly stated in a SOW, all amounts are due in United States dollars.

4. SERVICES POLICIES. Professional Services are performed on a time and materials basis. Unless specified otherwise in an SOW, i) hours in excess of ten hours on a business day are payable at one-and-a-half times standard or quoted rates; ii) hours for work on weekends and OneStream holidays are payable at twice standard or quoted rates, and iii) hours for required international and weekend or corporate holiday travel time are payable at the standard or quoted rates using the official airline

guide for travel time. Customer is responsible for all reasonable travel expenses outside the consultant's local area. Customer reimbursable expenses will be invoiced monthly as incurred. OneStream hotel accommodations are business class, and domestic airline tickets are refundable coach class. International airline tickets are business class. If Customer cancels the engagement less than five business days prior to its scheduled commencement date, Customer will pay OneStream all non-recoverable expenses. For Professional Services that are education services, all pre-paid retainer amounts purchased must be used within 12 months from date of purchase or they will expire.

5. CHANGES AND TERMINATION. Any changes to a SOW must be reflected in a new or revised SOW or an amendment signed by the parties. OneStream is not obligated to do any work not specified in a signed SOW or amendment. Either party may terminate a SOW with or without cause at any time by giving the other party 30 days' notice. Sections 2, 5, and 8 of this Attachment C will survive the termination of any SOW or of the Agreement.

6. LIABILITY. Notwithstanding Section 15 of this Agreement, ONESTREAM'S AGGREGATE LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF EACH SOW WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER SUCH SOW.

7. DEPENDENCIES/COOPERATION. Customer will provide all Customer personnel, information data, software and hardware computing resources and other facilities that OneStream reasonably requires in connection with completion of the Professional Services.

8. STAFFING, INDEPENDENT CONTRACTOR. Each of the parties is and shall be an independent contractor to the other party and not an agent or partner, or joint venture with the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.