SaaS AGREEMENT

OneStream

OneStream Software LLC
191 N Chester St, Birmingham,
Michigan 48009, USA
Phone: +1 248-650-1430
E-Mail: contracts@onestreamsoftware.com

Customer

Name:_____
Address: _____
_____
Phone: _____
E-Mail: _____

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 Service 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(h) and (i). Authorized Users may also include Customer's or Customer's Affiliates agents, contractors, and/or professionals provided: i) they use the Service 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 13. Customer shall be responsible for the acts and omissions of all such Authorized Users.

(d) "**Customer Data**" means information that Customer provides for loading, storage, or processing using the Service(s) and such output of the Service as results from the operation of the Service(s) on that data.

(e) "**Data Processing Terms**" means the terms found at Attachment C and https://www.onestream.com/saas-terms-and-conditions/ with respect to OneStream's processing of "**Personal Data**" as defined in the Data Processing Terms.

(f) "**Demarcation Point**" means the outermost point on OneStream's network perimeter with the public Internet (either primary or failover).

(g) "**Documentation**" means the then-current OneStream user guides and manuals for use of the Service, including but not limited to the Service Description, 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 services that are substantially similar to Customer.

(h) "**Named Interactive User**" privileges with respect to an Authorized User permit one Authorized User to access all functionality of the Service.

(i) "**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.

(j) "**OneStream**" means the OneStream Software LLC and its Affiliates.

(k) "**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.

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

(m) "**Service**" means a OneStream SaaS product identified in an Order Schedule, as further described in the Documentation.

(n) "**Support Services**" means the then current support services as specified in Support Service and Support Levels found at Attachment B and https://www.onestream.com/saas-terms-and-conditions/.

(o) "**Update**" means a release, version, or bug fix with respect to the Service that OneStream makes available to its customers at no additional charge in excess of the service fees for the applicable Service(s). Updates do not include any Service, software, services, or future products that OneStream offers separately.

2. STRUCTURE.

(a) This "Agreement" consists of this SaaS Agreement, together with all Attachments, Order Schedules, and Statements of Work associated with this SaaS 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. SERVICE.

(a) OneStream will, during the Applicable Term, make available to Customer the Service(s) at the Demarcation Point according to the service levels stated in the Support Services, solely for the internal business operations of Customer and the Customer Affiliates.

(b) Customer may, during the Applicable Term, make available the Service(s) 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 Service(s) 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 Named Users to use the Service.

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

4. DATA SECURITY AND DATA PRIVACY.

(a) OneStream will provide the Service(s) using the data security processes, and according to the terms, found at Attachment D and https://www.onestream.com/saas-terms-and-conditions.

(b) OneStream will process Customer Data which contains Personal Data in accordance with the Data Processing Terms.

5. USE RESTRICTIONS.

(a) 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 any Service; (ii) remove any product identification or proprietary-rights notices from any Service or the Documentation; (iii) sell, lease, lend, or otherwise make available any Service to a person other than a Customer Affiliate or Authorized User as permitted by Section 3(b); (iv) use a Service for the benefit of any person other than Customer or a Customer Affiliate, whether for timesharing, service bureau, or other purposes; (v) modify, or create derivative works of, any Service (it being understood that mere configuration of a Service 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 a Service, or any other means (including, but not limited to, artificial intelligences) to make greater use of any Service than is permitted under the user privileges specified in this Agreement and/or the applicable Order Schedule; (vii) use the Service in a manner not consistent with the Documentation; or (viii) otherwise use any Service except as expressly provided in this Agreement.

(b) If Customer's actual use of the Service, based on the Service'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.

6. SUPPORT AND PROFESSIONAL SERVICES.

(a) OneStream will provide to Customer Support Services during the Applicable Term.

(b) Where Customer requires Professional Services with respect to the Service in excess of Support Services (including, but not limited to, integration and configuration), the parties will contract for such services under the terms stated in Attachment A (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.

7. TERM.

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

(b) The Service(s) set out in the applicable Order Schedule may be renewed for additional one (1) year period by executing a written order.

8. PAYMENT TERMS AND TAXES.

(a) OneStream shall invoice for Service 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 OneStream written notice are due within 30 days after the date of the invoice. If Customer fails to timely pay any amount as required by this Agreement, Customer will pay to OneStream late fees at interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(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 552.212-4(k).

(e) Reserved.

(f) With respect to any tax matter which is not explicitly covered by Section 8(d) or (e) above, Customer and OneStream will assist each other in good faith.

(g) No Customer requirement for purchase order numbers or other clerical or similar requirements will delay or reduce any Customer obligation under this Agreement.

9. 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 to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

10. 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.

(b) Termination is not an exclusive remedy.

(c) Upon expiration or termination for any reason of the Agreement or the applicable Order Schedule:

  (i) All of Customer's rights and use of the Service will immediately cease; and

  (ii) OneStream will, at Customer's request made at any time prior to the 10th calendar day after the effective date of termination, provide to Customer, in industry-standard electronic form, a copy of such Customer Data as OneStream then holds using the Services.

(d) If Customer terminates this Agreement under Section 10(a), OneStream will refund to Customer any prepaid fees that

Customer has by then paid but that OneStream has not earned, whether by performance or passage of time.

(e) The provisions of Section 13 will survive according to their terms. The provisions of Sections 1, 8, 10, 12, 14, and 16 will survive indefinitely any termination of this Agreement.

11. WARRANTY.

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

(b) The warranty in Section 11(a) will not apply to the extent that: (i) the Service is not used in accordance with this Agreement or the Documentation; (ii) the Service or any part thereof has been modified other than by OneStream or with OneStream's written approval; or (iii) Customer fails to accept an Update proffered by OneStream that would cause the Service to conform to the warranty.

(c) To claim the benefit of the warranty in Section 11(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 11(a) SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SERVICE, 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 FEES PAID FOR THE LAST 90 DAYS FOR THE APPLICABLE SERVICE, AND CUSTOMER WILL THEREUPON CEASE ALL USE OF THE SERVICE AND THE APPLICABLE ORDER SCHEDULE (AND, IF NO OTHER ORDER SCHEDULES ARE THEN ACTIVE, THIS AGREEMENT) WILL TERMINATE.

(e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING AS SPECIFIED IN SUPPORT SERVICES:

   (i) ONESTREAM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE;

   (ii) ONESTREAM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; AND

   (iii) ONESTREAM MAKES NO WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT, INFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS FOR PURPOSE.

(f) The Service 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.

12. INTELLECTUAL PROPERTY INDEMNITY.

(a) OneStream will indemnify, and have the right to intervene to defend, and hold harmless Customer and each Customer Affiliate from any claim by a third party that the Service 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. 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 12(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 Service 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 Service with other goods, services, processes, or software where the alleged infringement would not exist but for such combination; (v) Service 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 Service 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 12(a)), (i) procure for Customer the right to continue use of the Service; (ii) provide a modification to the Service so that its use becomes non-infringing; (iii) replace the Service 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 Service 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 Service and destroy or return the Service to OneStream and this Agreement will terminate.

(e) This Section 12 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.

13. 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 13 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 13(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.

(D) 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 13 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 13 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.

14. 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 Service and all derivatives, improvements, enhancements or modifications thereto; and (ii) any software, applications, inventions or other technology developed in connection with the Services, 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.

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, claims for personal injury or death, fraud, obligation under Section 12 (Intellectual Property Indemnity), or breach of an obligation under Section 13 (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 THE SERVICE (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) Reserved.

(c) 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.

(d) OneStream may collect, use, and disclose quantitative data derived from the use of the Service for product development, performance, management, and improvement purposes, provided that any such data is aggregated upon collection and then anonymized, and therefore not identifiable as about Customer, or containing Customer Data or Confidential Information.

(e) Each party will, and will cause its employees, directors, and officers (and, in the case of Customer, 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 the Service, 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 Law.

(f) 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 without the prior approval from the other party, which shall not be unreasonably withheld.

(g) 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.

(h) 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.

(ii) Customer represents and warrants that neither it nor any Customer Affiliate or Authorized User is (A) an entity barred by the applicable Export Laws from participating in export activities (each a "**Barred Entity**") or (B) owned or controlled by a Barred Entity. 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 Belarus, Cuba, Iran, North Korea, Russia, Syria, and Covered Regions of Ukraine (Crimea, Donetsk and Luhansk), 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 and the U.S. Commerce Department's Entity List administered by the Bureau of Industry and Security.

(iii) 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.

(iv) 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.

(v) 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, unmanned air vehicle systems, military, supercomputing, as well as advanced semiconductor manufacturing end-uses in certain countries (as specified in Export Laws).

(vi) Without limiting Customer's payment obligations, Customer shall not make any payments to OneStream using a sanctioned financial institution.

(i) The provisions of the Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

(j) In accordance with GSAR Clause 552.212-4(f), 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.

(k) 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 system 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.

(l) 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. 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 OPENPLACE 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 A - 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 Service to the same extent that Customer is permitted to use the Service under the SaaS 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 13 of the SaaS Agreement.

3. FEES, EXPENSES & TAXES. Customer will pay fees according to the provisions of Section 8 of the SaaS Agreement. Vendor 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 552.212-4(k) Customer agrees to pay any travel expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. No receipts will be provided for expenses under $25 (or equivalent). All amounts are due in the currency agreed in the applicable SOW.

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. If Customer cancels the engagement less than three business days prior to its scheduled commencement date, Customer will pay OneStream all non-recoverable expenses.

5. CHANGES AND TERMINATION. Any changes to a SOW must be reflected in a new or revised SOW, a change order, or an amendment, which shall be signed by the parties. OneStream is not obligated to do any work not specified in a signed SOW or amendment. Sections, 2, 5, and 8 of this Attachment A 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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.

Attachment B – SUPPORT SERVICES AND SERVICE LEVELS

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

(a) "**Available**" and "**Availability**" means the production instance of the Service can be accessed by Authorized Users during a calendar month, excluding Scheduled Downtime.

(b) "**Base Location**" unless specified otherwise, refers to the locality indicated in the address section of the Order Schedule.

(c) A "**Business Day**" is a Monday, Tuesday, Wednesday, Thursday, or Friday.

(d) "**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).

(e) "**Scheduled Downtime**" means such time as OneStream designates with at least 72 hours' notice, such time to occur between 10:00 pm UTC Saturday and 10:00 pm UTC on the next succeeding Sunday and a maximum of 12 hours during any calendar month.

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) Direct support is limited to six named direct-support contacts.

(b) Updates.

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

  (ii) 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 its customers of the Service. 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 Service, which includes but is not limited to, Service functionality, security patches, authorization program compliance, or similarly material items related to the overall administration of the Service.

  (iii) OneStream will provide support for the current version of the underlying software facilitating the Services and the immediately prior version.

(c) Exclusions. OneStream's obligations to provide the Support Services or be liable for failure of Availability will be reduced to the extent that the failure of the Service to conform to the Documentation is caused by:

  (i) Use of the Service other than in accordance with this Agreement or the Documentation;

  (ii) Modification of the Service or any part thereof other than by OneStream or with OneStream's written approval;

  (iii) That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);

  (iv) Any condition identified in SaaS Agreement Section 11(b).

3. **Service Levels**.

(a) Availability Requirement.

  (i) OneStream will make production (i.e. not development, test, sandbox, nonproduction or pre-release) instances of the Service(s) Available at least 99.9% of the time each full calendar month during the Applicable Term other than during Scheduled Downtime (the **"Availability Requirement"**).

  (ii) Failure of Availability begins upon Customer opening a support case for the lack of Availability and ends when OneStream restores Availability.

(b) Support Service Response. OneStream will provide support services in accordance with Table 1.

(c) Service Level Failure and Service Credit.

  (i) Generally. If OneStream fails to meet the applicable Availability Requirements (a "Service Level Failure") OneStream will give to Customer a Service Level Credits as follows.

    (A) For the second Service Level Failure in a period of six consecutive calendar months, a Service Credit of 10% of the fees for the calendar month during which the second Service Level Failure occurred; and

    (B) For the third Service Level Failure in a period of six consecutive calendar months, a Service Credit of 20% of the fees for the calendar month during which the third Service Level Failure occurred.

(d) Administration of Service Credits.

  (i) Customer must report the Service Level Failure to OneStream promptly on becoming aware of it, either by opening a support case or giving notice.

  (ii) Customer must request such Service Credit within 30 calendar days after the Service Level Failure.

  (iii) Any Service Credits payable to Customer will be issued to Customer on the invoice following receipt by OneStream of the request.

  (iv) Service Credits are Customer's sole remedy, and OneStream's sole obligation, with respect to Service Level Failures.

Table 1

Severity Level	Definition	Time to Initial Response	Resolution Effort
Business Critical	Problem that causes Service to fail to be Available to all or substantially all Authorized Users. No reasonable workaround 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 causes Service to fail to be Available for a majority of users or with respect to a critical function of the Service. No reasonable workaround 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	Problem that causes Service to fail to be Available for some, but not a majority, of users, or with respect to a non-critical function of the Service. 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 acknowledgement (or downgrade from higher severity level) to fix 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 Service.

Attachment C- DATA SECURITY PROCESSES AND TERMS

1. **DEFINITIONS.**

   (a) "Security Incident" means an event or series of events in which an unauthorized third party has accessed, compromised, misappropriated, destroyed, altered, received, or disclosed Customer Data.

   (b) Capitalized terms not otherwise defined in this Data Security Addendum have the meaning ascribed to them in the Agreement.

2. **SECURITY PROGRAM.**

   (a) **Generally.**

      (i) OneStream has developed and implemented, and will maintain, monitor, and comply with, a comprehensive, written information security program that contains appropriate administrative, technical, and organizational safeguards designed to protect against anticipated threats or hazards to the confidentiality, integrity, or availability of Customer Data.

      (ii) OneStream will review and, as appropriate, revise its information security program at least annually or whenever there is a material change in OneStream's business practices that can reasonably be expected to affect its security, confidentiality, availability, or integrity.

      (iii) OneStream will not alter or modify its information security program in a way that is materially likely to weaken or compromise the confidentiality, integrity, availability, or security of Service.

   (b) **Encryption.** Where the Service permits, OneStream will implement encryption as described in the Documentation, and will not, without Customer's consent, decrease any level of encryption with respect to the Service. Per the foregoing, Transport Layer Security (TLS) 1.2 is used to encrypt data in transit. Data at rest is encrypted using AES-256.

   (c) **Acceptable Use.** OneStream will implement rules for the acceptable use of information and assets consistent with the requirements of this Attachment. OneStream shall comply with all laws with respect to privacy and data protection that applies to OneStream.

   (d) **Security Awareness Training.** OneStream will, at least annually, conduct security awareness training for its personnel that is appropriate to the job functions of such personnel.

   (e) **Screening.** Prior to an individual employee or agent of OneStream having access to Customer Data, OneStream will conduct a criminal background check, subject to applicable law, and other screening appropriate to the role of the individual and any access to Customer Data.

   (f) **Physical Security.** OneStream's physical locations are physically and logically separated from OneStream's Service. The OneStream Service is hosted via a cloud hosting service provider. OneStream performs a review of the cloud hosting service provider at least annually to ensure physical protections are met in accordance with industry standards.

3. **ASSESSMENTS AND AUDITS**

   (a) OneStream will, at least annually, cause an independent third-party provider to conduct penetration tests on a similar environment.

   (b) OneStream will cause a third party to perform a Standards for Attestation Engagements No. 18 (SSAE 18) audit, or any successor authoritative guidance for reporting on service organizations, at least once a year during the term of this Agreement, and will make available to Customer, at least annually, a copy of the reports OneStream receives related to compliance with SSAE 18 (e.g., SOC 1 Type II, SOC 2 Type II).

   (c) In an effort to maintain its FedRAMP authorization, OneStream will engage an accredited third-party assessment organization ("3PAO") at least annually to assess the security controls of the Service to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements per FedRAMP guidelines. OneStream will make available to Customer a copy of the security assessment report that documents the results of the assessment.

   (d) OneStream will make available to Customer each Audit Report upon request, subject to Customer's undertaking of such confidentiality obligations as the auditor requires.

   (e) OneStream will make available to Customer such audit results and similar security information as OneStream is entitled to receive from its vendors and contracting parties that bear on the processing of Customer Data, including, but not limited to, such audit results as are available from its service providers. Where any such vendor or contracting party imposes confidentiality or non-use restrictions on such information, Customer will comply with such restrictions and will, if required, execute and deliver to such auditor any undertaking of confidentiality that the auditor requires.

   (f) OneStream acknowledges that Customer may be required to conduct regular due diligence of its suppliers, and OneStream, in its role as

a supplier, will use commercially reasonable efforts to cooperate with third-party assessments requested by Customer, with 30 days' written notice, as it relates to Service(s) performed. Any such audit will be subject to a mutually agreed upon written scope. No audit scope will include any matter covered by the then-current Audit Report unless that matter is subject to a finding by the auditor in the Audit Report of non-conformity with the management statements underlying the Audit Report. Customer will bear all costs of such audit.

4. **COMMUNICATIONS AND OPERATIONS MANAGEMENT**

(a) **Patch Management**. OneStream maintains a standard maintenance window to apply patches and other fixes. OneStream conducts regression testing of underlying patches in an OneStream test environment prior to introducing to the Service environment. If a critical update is necessary for security purposes, OneStream will notify Customer and take action to perform the updates as soon as possible irrespective of the standard maintenance window.

(b) **Protections Against Malicious Code.** OneStream will implement detection, prevention, and recovery controls designed to protect against malicious code, including, but not limited to deploying malicious code detection and scanning on systems commonly affected by malicious code (e.g., servers).

(c) **Boundary Protections.** OneStream has adopted a defense-in-depth approach to boundary protection, which includes virtual firewall appliances, network security groups (NSGs), load balancers, subnets, and a tiered architecture to ensure data flow is controlled and authorized in accordance with industry best practices. Inbound network traffic is only permitted using specific network protocols and ports based on the minimum requirements to operate the Service(s).

(d) **Logging & Monitoring.** OneStream will employ security controls and tools to monitor systems used to provide the Service(s) and log relevant information security events. OneStream will review anomalies from security and security related audit logs and resolve logged security problems in a timely manner. OneStream will maintain log information in a manner designed to prevent tampering and unauthorized access and for a period of at least one year.

5. **ACCESS CONTROL, IDENTIFICATION, AND AUTHENTICATION**

(a) OneStream will restrict access to systems used to provide the Service(s) to authorized OneStream personnel whose role requires such access and based on the principle of least privilege. The Customer is responsible for Service account management, including the creation, modification, enabling, disabling, and removal of user accounts to the Service.

(b) OneStream provisions named user accounts for all authorized OneStream personnel. OneStream requires passwords be of sufficient strength, minimally adhering to NIST SP 800-63B password guidelines. Multifactor authentication (MFA) is required for all individual OneStream user accounts. OneStream personnel do not control or manage Customer identification and/or authentication to their OneStream application. The Customer is responsible for configuring and managing their SSO provider or Customer may opt to use native authentication.

(c) OneStream performs periodic system access reviews to ensure OneStream personnel maintain appropriate access. OneStream will disable user accounts and other access by its individual personnel to OneStream systems used to provide the Service(s) within 8 hours after the termination of such individual's employment. OneStream will modify user access to OneStream systems used to provide the Service(s) within 24 hours after any change to such individual's role and privileges with respect to the Service.

6. **VULNERABILITY MANAGEMENT**

(a) OneStream has developed and maintained a threat and vulnerability management program responsible for identifying vulnerabilities and risks for the systems used to provide the Service(s) and ensuring the timely implementation of security updates, patches, and configuration changes to address the security concern. Vulnerabilities must be corrected either directly by solving the vulnerability, or by developing or applying compensatory controls to mitigate the risk. For security vulnerabilities with a risk or severity rating of critical, high, or moderate, OneStream will apply appropriate security patches or otherwise render the vulnerability not exploitable within documented commercially reasonable timeframes.

7. **SECURITY INCIDENTS**

(a) To ensure a consistent process for identifying, reporting, investigating, and closing Security Incidents, OneStream will develop, implement, document, maintain and comply with a Security Incident reporting process for the Service.

(b) OneStream requires its personnel to promptly notify management in the event it has a reasonable belief that a Security Incident has taken place. If Customer suspects a Security Incident, Customer must promptly report the Security Incident(s) to OneStream via a support ticket.

(c) On notice of any Security Incident, OneStream will:

(i) Contain and remedy the Security Incident or mitigate the impact of any Security Incident;

(ii) Take reasonable steps to prevent any further Security Incidents associated with current Security Incident;

(d) OneStream will notify Customer without undue delay which in no event shall be greater than 1 hour upon determination that a Security Incident has occurred or is likely to have occurred and provide to Customer, upon request, a reasonably detailed incident report.

(e) OneStream will cooperate in good faith with Customer to remedy or mitigate the impact of any Security Incident and retain for at least the period required by applicable law all information in OneStream's possession or control that reasonably relates to each Security Incident.

8. DISASTER RECOVERY

(a) OneStream will maintain appropriate business-continuity and disaster-recovery procedures and systems to maintain the availability, integrity, confidentiality, and security of the systems used to provide the Service(s). During the Term, OneStream will not revise its business-continuity and disaster-recovery procedures in a manner that could reasonably be expected to materially degrade OneStream's ability to resume operations in the case of a disaster.

9. BACK-UP AND RETENTION

(a) OneStream maintains a robust automatic backup system, ensuring continuity of the Service(s) in the event of unexpected failure or disaster. Databases are automatically backed up at the transaction level to allow for Point in Time Recovery (or "PITR") for the trailing seven (7) day period. In addition to PITR backups, databases also have weekly "snapshots" for long-term retention (or "LTR") for the trailing fifty-two (52) week period, subject to the Documentation.

10. DATA RETURN

(a) Per the timelines and terms as specified in Section 10(c)(ii) of the Agreement, upon expiration or termination of the Applicable Term, Customer may request the return of Customer Data and OneStream shall provide a backup of the database file(s).

11. VENDOR RISK MANAGEMENT

(a) OneStream maintains a vendor risk management program that is in line with industry best practices. On an annual basis, OneStream performs a review of critical vendors for the Service to validate the design and operating effectiveness of their controls.

12. THIRD-PARTY DEMANDS

(a) To the extent not prohibited by law:

(i) OneStream will notify Customer of any warrant, subpoena, or other third-party demand made on OneStream regarding any Customer Data promptly after receipt; and

(ii) OneStream will comply with any preservation requests by Customer regarding Customer Data and will provide support for Customer's efforts to comply with third party requests if Customer cannot otherwise reasonably obtain such information.

(b) If the services required to comply with this Section 8 are not otherwise included in the Service(s), Customer will pay to OneStream OneStream's then-current (but in any case, commercially reasonable) rates for such services.

Attachment D – Data Processing Terms

These Data Processing Terms set out the rights and obligations of Customer as a controller (or processor) and OneStream as a processor (or subprocessor) with respect to Personal Data processed in connection with the Service(s). These Data Processing Terms do not apply to personal data processed by OneStream as a controller.

1. **Defined Terms**.

(a) **"Applicable Data Protection Law"** means any privacy and data protection laws and regulations relating to privacy, confidentiality, or security of Personal Data.

(b) **"Data Subject"** means the identified or identifiable natural person to which Personal Data relates.

(c) "**EU-US Data Privacy Framework**" means the European Commission implementing decision of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework and, where relevant, the UK extension to the same.

(d) **"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended, including, but not limited to, rules promulgated by the European Union thereunder.

(e) **"Personal Data"** means any information that may be processed at any time by OneStream in connection with the performance of the Agreement that relates to an identified or identifiable Data Subject, as defined under the Applicable Data Protection Law.

(f) **"Standard Contractual Clauses"** means (i) the standard contractual clauses approved by the EU Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU Standard Contractual Clauses**"); or (ii) any other comparable standard clauses enabling the international transfer of Personal Data as published by a regulator or government agency under Applicable Data Protection Law, provided Customer shall be responsible for the assessment of the eligibility of any transfer of Personal Data hereunder to any such Standard Contractual Clauses and completion of any related filing requirements under Applicable Data Protection Law.

2. **Data Processing**.

(a) The purpose of the processing of Customer's Personal Data by OneStream is the delivery of the Service(s) identified in the Order Schedule.

(b) The details of such processing, including processing activities, Data Subjects categories, and Personal Data types, are set out in Appendix 1.

(c) Customer warrants that it has the necessary rights to transfer Personal Data to OneStream for processing as contemplated by the Agreement.

(d) OneStream will process Personal Data only on documented instructions from Customer, unless otherwise required to do so by Applicable Data Protection Law. In such circumstances, OneStream will inform Customer of that legal requirement before processing, unless prohibited.

(e) OneStream will immediately inform Customer if, in OneStream's opinion, an instruction infringes Applicable Data Protection Law. In such circumstances, OneStream's obligation to
Personal Data will be limited to processing that is in accordance with Applicable Data Protection Law only.

(f) OneStream will keep records of all processing performed under the Agreement and provide to Customer access to such records upon Customer's reasonable request.

(g) OneStream will ensure that its agents and employees that are authorized to process Personal Data have contractually committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

(h) OneStream will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

(i) To the extent not addressed in OneStream's SOC Reports, OneStream will allow for, and contribute to, audits, including inspections, conducted by Customer or a third-party auditor under Customer's instructions in accordance with OneStream's audit policy.

(j) OneStream will provide reasonable assistance to Customer in ensuring compliance with its obligations under Applicable Data Protection Law, taking into account the nature of processing and the information available to OneStream.

(k) OneStream will provide reasonable assistance to the Customer in the fulfilment of Customer's obligations to respond to requests by Data Subjects to exercise Data Subject's rights under Applicable Data Protection Law.

(l) OneStream will notify Customer of any request received directly from Data Subjects with respect to Personal Data

processed for Customer. OneStream shall not respond to such requests unless Customer has otherwise authorized OneStream to do so or unless OneStream is obliged to respond in accordance with Applicable Data Protection Law.

(m) At Customer's option, OneStream will delete or return all Personal Data to Customer after the end of the provision of Service(s) and delete existing copies unless OneStream is required to store a copy pursuant to applicable law.

(n) OneStream will make available to Customer all information reasonably necessary to demonstrate compliance with its obligations under Applicable Data Protection Law.

(o) Notwithstanding anything in the Agreement to the contrary, Customer may terminate the Agreement, in whole or in part, if a material means by which Customer transfers Personal Data becomes unavailable (such as, but not limited to, invalidation by a court or a ruling or suspension by a data protection authority or supervisory authority) and OneStream is unable to implement an alternative transfer mechanism within a reasonable time.

3. **Subprocessing**.

(a) OneStream shall not subcontract any of its obligations under these Data Processing Terms to a subprocessor without Customer's prior authorization.

(b) Customer consents to OneStream engaging the then-current subprocessors identified at https://www.onestream.com/saas- terms-and-conditions/.

(c) OneStream will inform Customer of any intended changes concerning the addition or replacement of subprocessors and

give to Customer the opportunity to object to such changes. In the event that Customer does not object within 30 days of such notice, the additional or replacement subprocessor will become an authorized subprocessor.

(d) Where any subprocessor fails to fulfil its data protection obligations, OneStream will remain fully liable to Customer for the performance of the subprocessor's obligations.

4. **International Transfers.**

(a) Where applicable, international transfers of Personal Data from the Customer to OneStream shall be subject to the relevant Standard Contractual Clauses, which are hereby incorporated by reference.

(b) Notwithstanding the foregoing, in the event that OneStream becomes lawfully able to receive or process the Personal Data under the EU-US Data Privacy Framework or the UK extension to the same (whether by virtue of self-certification under it or otherwise), then:

(i) The EU-US Data Privacy Framework shall automatically be deemed to apply to the transfer of Personal Data from the Customer to OneStream from the EEA or the UK so long as it remains valid;

(ii) the relevant Standard Contractual Clauses shall no longer apply to that transfer; and
in the event the EU-US Data Privacy Framework is terminated or becomes invalid, or is no longer applicable to OneStream, then the applicable Standard Contractual Clauses shall once again apply.

5. **Data Breach.**

(a) Subject to any security terms set out in the Agreement, in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed by OneStream on behalf of Customer ("**Data Breach**"), OneStream shall notify Customer without undue delay, not to exceed 48h hours from OneStream's becoming aware of such Data Breach. Such notice shall:

(i) describe the nature of the Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

(ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;

(iii) describe the likely consequences of the Data Breach; and

(iv) describe the measures taken or proposed to be taken to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

At Customer's request, OneStream shall cooperate with Customer to inform applicable supervisory authorities and Data Subjects (if required under Applicable Data Protection Laws), provided, however, that Customer will bear the cost of any such notifications.