

PARTNER PROGRAM CATEGORY SUPPLEMENT: MARKETING AFFILIATE NON-COMMISSION SUPPLEMENT

This Marketing Affiliate Non-Commission Supplement (“Supplement”) is a OneStream Partner Program Category Supplement to the Universal Terms. This Supplement, the Universal Terms, and the Partner Schedule executed by the parties, together govern Partner’s participation in OneStream Partner Program for Non-Commission Marketing Affiliates (“Agreement”). This Supplement will enter in force upon, and subject to, the execution of a Partner Schedule by the parties. Any conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (i) Partner Schedule, (ii) this Supplement, and (iii) the Universal Terms.

1. PURPOSE

The parties seek to cooperate in the selling of OneStream Offerings to Customers worldwide without the payment of commissions by OneStream. Partner shall be referred to as “Marketing Affiliate” throughout this Supplement.

2. DEFINITIONS

(a) “Add-on Referral” means a sales opportunity for any existing Customer on the Partner Portal and accepted by OneStream, as specified in Section 4.

(b) “Direct Referral” means a sale opportunity for any net new Customer identified in the Partner Portal and accepted by OneStream, as specified in Section 4.

(c) “Marketing Referral Program” means the program defined in Section 4.

(d) “OneStream Owned MarketPlace Solution(s)” means the OneStream Offering(s) made available for Customer and Marketing Affiliate in the OneStream Solution Exchange and owned by, or licensed to, OneStream.

(e) “Partner Portal” means the OneStream online portal as made available by OneStream and used by Marketing Affiliates to submit a Direct Referral or Add-on Referral for approval by OneStream.

(f) “Standard Maintenance Program” means the services described in Attachment A.

3. TERM OF AGREEMENT AND TERMINATION

The term of this Supplement shall begin on the Effective Date and continue for a period of one (1) year (“Initial Term”). Upon expiration of the Initial Term, the Agreement will auto renew for subsequent successive one (1) year periods (each, a “Renewal Term”), unless earlier terminated in accordance with the provisions of the Agreement. For the avoidance of doubt, all other terms in Section 2 (Term and Termination) of the Partner Program Universal Terms shall apply.

4. MARKETING REFERRAL PROGRAM

(a) A Direct Referral or Add-on Referral will be accepted or denied by OneStream based upon submission of that Direct Referral or Add-on Referral by Marketing Affiliate on the Partner Portal. OneStream shall advise Marketing Affiliate if there is a competitive bid for this Direct Referral or Add-on Referral, within five (5) business days after receipt of the submission. OneStream may reject the Direct Referral or Add-on Referral submission if the prospective Customer (i) has been previously referred by a third party; or (ii) is currently engaged in the OneStream sales cycle; or (iii) following the meeting set out in Section 4(f) the Direct Referral is not determined to be a viable sales opportunity by OneStream. Upon OneStream’s acceptance of the Direct Referral or Add-on Referral submission, such referral shall qualify as a Direct Referral or Add-on Referral.

(b) After OneStream has accepted the Direct Referral or Add-on Referral from Marketing Affiliate in accordance with Section 4(a)(i), the Direct Referral or Add-on Referral shall be registered exclusively to Marketing Affiliate.

(c) If more than one (1) Marketing Affiliate submits a Direct Referral or Add-on Referral submission for the same prospective Customer, OneStream will accept Direct Referral or Add-on Referral that was first properly registered in accordance with OneStream sales lead registration.

(d) All OneStream Offering(s) licensing, use, or service agreements are made between OneStream and Customer. Marketing Affiliate does not have the right to sell, resell, or distribute the OneStream Offering(s).

(e) OneStream reserves the right to modify the price for the OneStream Offering(s) at any time with or without notice.

(f) Excluding the OneStream Partner Event Follow Up Program, in order to qualify for a Direct Referral or Add-on Referral, Marketing Affiliate shall be required to initiate a prospective Customer meeting with a qualified representative of the prospective Customer within thirty (30) days of submitting a Direct Referral or Add-on Referral on the Partner Portal, or as otherwise agreed to by OneStream. Following this meeting, OneStream shall, in its sole discretion, determine whether the lead is a viable sales opportunity. If approved as a viable sales opportunity OneStream shall accept it as a Direct Referral. The validity term of the Direct Referral will be six (6) months from the date of OneStream’s acceptance (“DR Term”) and can be extended for successive six (6) month periods, at OneStream’s sole discretion. The DR Term will terminate if the requirements of this clause are not met.

5. MAINTENANCE AND SUPPORT

OneStream will provide maintenance and support for the OneStream Offerings per the terms of the current Standard Maintenance Program. The Standard Maintenance Program terms are attached hereto as Attachment A.

6. NON-SOLICITATION

Marketing Affiliate shall not, during the term of this Agreement and for a period of 12 months following termination or expiry, solicit from OneStream any person or entity who is a client or Customer of OneStream for the purpose of providing a competing service, without prior written consent from OneStream. For the avoidance of doubt, this does not (without limitation) prevent Marketing Affiliate providing advisory services to OneStream Customers, providing a managed service for a Customer’s applications which may include OneStream products, providing services which are supplementary to services provided by OneStream, or providing services to an existing OneStream Customer in circumstances which do not involve the diversion of an immediate opportunity from OneStream.

ATTACHMENT A - STANDARD MAINTENANCE PROGRAM

STANDARD MAINTENANCE PROGRAM. OneStream will provide the services stated in this Attachment A (“Maintenance Service”) during the term of this Agreement. OneStream may change the Maintenance Service offered at any time, effective as of the commencement of any renewal period, provided that any such change affects substantially all similarly situated OneStream marketing affiliates.

- (a)** Failures of OneStream Offering(s) to Conform to Documentation. OneStream will use commercially reasonable efforts to correct any reproducible failure of the OneStream Offering(s) to conform to its Documentation.
- (b)** Standard Online and Telephone Support.
- (i)** During Telephone and On-line Support Business Hours (twenty-four (24) hours per day, seven (7) days per week, except holidays), OneStream will provide to Marketing Affiliate, by telephone or web session, technical assistance and general support of the OneStream Offering(s), such as providing guidance and isolating, documenting, and finding work-arounds for problems or error messages.
 - (ii)** OneStream will provide to Marketing Affiliate access to OneStream support systems such as one (1) or more support portals and the ability to log tickets.
 - (iii)** The following items are not included in Maintenance Service:
 - (A)** Copying, downloading, and installing Updates (covered under professional services if required, or by OneStream’s management services if Marketing Affiliate and OneStream execute and deliver an OneStream Cloud Agreement);
 - (B)** Labor to install or upgrade software (covered under professional services if required, or by OneStream’s management services if Marketing Affiliate and OneStream execute and deliver an OneStream Cloud Agreement); and
 - (C)** Labor to provide a deliverable solution requested by Marketing Affiliate (covered under professional services if required, or by a separate statement of work).
 - (iv)** Direct support is limited to two named direct-support contacts for each OneStream Base Solution (such contacts must be located in the same support region as the Base Solution).
- (c)** OneStream Offering(s) Updates. OneStream will make available to Marketing Affiliate each minor and major functional version and release of the OneStream Offering(s) that OneStream makes available to its maintenance Customers generally (“Updates”). Updates do not include any versions, releases, or future products that OneStream licenses separately.
- (d)** OneStream Marketplace. OneStream will provide to Marketing Affiliate access to the OneStream Marketplace and all OneStream Owned Marketplace Solutions provided by OneStream in the OneStream Marketplace as of the Effective Date of this Agreement will be available for free. Access and future updates of free solutions of Updates are a part of Maintenance.
- (e)** Retirement of Releases. Maintenance Service is provided for the current major release of the OneStream Offering(s) and two (2) previous major releases of the OneStream Solutions (each a “Supported Release”). OneStream may cease offering or providing Maintenance Service for releases other than Supported Releases at any time after the first anniversary of the date upon which a release ceases to be a Supported Release.
- (f)** Backups. Marketing Affiliates not on OneStream cloud services must ensure critical data has been backed up prior to OneStream’s personnel providing Maintenance Service.
- (g)** Exclusions. OneStream’s obligations to provide the Maintenance Service will be reduced to the extent that the failure of the OneStream Offering(s) to conform to the Documentation is caused by: (i) use of the OneStream Offering(s) other than in accordance with this Agreement or the Documentation; (ii) modification of the OneStream Offering(s) or any part thereof other than by OneStream or with OneStream’s written approval; or (iii) Customer failure to accept or implement an Update proffered by OneStream that would cause the OneStream Offering(s) to conform to the Documentation.