

## **PARTNER PROGRAM CATEGORY SUPPLEMENT: MARKETING AFFILIATE REFFERAL ONLY SUPPLEMENT**

This Marketing Affiliate Referral Only 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 Referral Only 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.

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### **1. PURPOSE**

The parties seek to cooperate in the selling of OneStream Offerings to Customers worldwide excluding any delivery services. 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)** “Alliance Partner Program Reference Guide” means the terms, rules, guidelines and policies that set forth certain requirements, including but not limited to, those relating to sales, marketing and technical enablement, as may be modified by OneStream in its sole discretion from time to time upon notice to Marketing Affiliate (which such notice includes but is not limited to notices given within the portal or website).

**(c)** “Annual Contract Value” or “ACV” means the average annual revenue generated for OneStream from a Customer contract.

**(d)** “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.

**(e)** “Go-To-Market Plan” means the jointly developed and mutually agreeable plan that outlines the strategy to be implemented by Marketing Affiliate to support and further grow OneStream sales opportunities with prospective Customers. Such plan will outline the strategy from the initiation of a prospective Customer opportunity to close of the deal, may identify prospective Customers, and may include a marketing and a sales plan.

**(f)** “Marketing Affiliate Fee” or “MAF” means the fee paid by OneStream to Marketing Affiliate, as specified in Section 4.

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

**(h)** “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.

**(i)** “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.

### **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) General**

(i) 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(b)(viii) 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.

(ii) 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. Marketing Affiliate shall be entitled to receive the full MAF if the applicable Customer executes a contract for OneStream Offering(s) with OneStream as a result of such Direct Referral subject to the terms of this Agreement.

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

(iv) 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).

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

(vi) Marketing Affiliate will not be entitled to and forfeits any right to any MAF for a Direct Referral if Marketing Affiliate elects to participate in the OneStream Partner Event Follow Up Program for such Direct Referral as further defined in the Alliance Partner Program Reference Guide provided to Marketing Affiliate.

#### **(b) Marketing Referral Fee**

(i) Software. OneStream will pay Marketing Affiliate a Marketing Affiliate Fee which is calculated by multiplying the Software Referral Percentage as specified in the applicable Partner Schedule by the ACV for the Software fee actually paid by Customer to OneStream on the initial Customer Software Schedule that is the result of a Direct Referral. Notwithstanding the foregoing, for Customer subscription Software licenses for two (2) or more year commitments, the Marketing Affiliate Fee is calculated by multiplying the Software Referral Percentage as

specified in the applicable Partner Schedule multiplied by two times (2x) the ACV for the Software fee actually paid by Customer to OneStream on the initial Customer Software Schedule that is the result of a Direct Referral. The MAF for Software under this Section 4(b)(i) explicitly excludes the OneStream Owned MarketPlace Solutions. All MAF payments will be subject to the limitation set forth in Section 4(b)(iii) below. For the avoidance of any doubt, a Marketing Affiliate is only eligible for a MAF for the initial order from a net new Customer to OneStream.

(ii) SaaS. OneStream will pay Marketing Affiliate a Marketing Affiliate Fee which is calculated by multiplying the SaaS Referral Percentage as specified in the applicable Partner Schedule by the ACV for the SaaS fee actually paid by Customer on the initial Customer SaaS Schedule that is the result of a Direct Referral. The MAF for SaaS under this Section 4(b)(ii) explicitly excludes the OneStream Owned Marketplace Solutions. All MAF payments will be subject to the limitation set forth in Section 4(b)(iii) below. For the avoidance of any doubt, a Marketing Affiliate is only eligible for a MAF for the initial order from a net new Customer to OneStream

(iii) Each Marketing Affiliate Fee will be capped at a maximum of \$50,000 USD for a Software sale that is the direct result of a Direct Referral in accordance with 4(b)(i), and \$100,000 USD for a SaaS sale that is the direct result of a Direct Referral in accordance with 4(b)(ii).

(iv) Marketing Affiliate will not be eligible for a MAF for: i) Add-on Referral sales of OneStream Offering(s), including but not limited to, add-ons to licenses, users, software, SaaS products, or services; or ii) anything OneStream offers or distributes in PartnerPlace or OpenPlace. Per the terms of Section 4.(a)(vi) Marketing Affiliate(s) who are participating in the OneStream Partner Event Follow Up Program will not be eligible for MAF.

(v) Notwithstanding any other provision of the Agreement, Partner must invoice OneStream for any applicable MAF within sixty (60) days of the date that the applicable Customer executes a contract for any OneStream Offering(s) with OneStream as a result of such Direct Referral; or forfeit all rights to such MAF. Upon receipt of a valid invoice, OneStream will pay any MAF due to Marketing Affiliate fifteen (15) business days after OneStream's receipt of the Customer payment for the OneStream Offering(s).

(vi) If OneStream refunds a Direct Referral Customer the ACV paid by Customer for the initial term, in full or in part, and a MAF was paid to Marketing Affiliate for such Direct Referral, Marketing

Affiliate shall reimburse OneStream the MAF amount proportional to the refund OneStream paid to Customer.

(vii) No MAF will be paid on maintenance services for perpetual Software licenses. Maintenance Services as defined in Attachment A are included in the sale of the OneStream Offering(s) and shall not be separately eligible for additional MAF payments.

(viii) Excluding the OneStream Partner Event Follow Up Program, in order to qualify for a Direct Referral and be eligible for a MAF, 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.

## **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.

**7.** The parties acknowledge and agree that Section 3. ("Use Rights") of the OneStream Partner Program Universal Terms shall not apply to this Supplement as no such use rights or licenses to OneStream offering(s) are granted pursuant to this OneStream Marketing Affiliate Referral Only Supplement.