

ONESTREAM NAVIGATOR TERMS AND CONDITIONS FOR EDUCATIONAL USE ONLY

These Navigator Terms and Conditions (the “Terms and Conditions”) apply to the access by any third party (“you”, “your”, or “yourself”) to, and use of, the online training and education services, including but not limited to Passport, available on the Navigator online platform (together with any access management platform or other website made available by OneStream to access Navigator, the “Site”) (collectively, the “Services”), provided by OneStream Software LLC (together with our affiliates, “OneStream”, “we”, or “us”). By registering on or visiting the Site, or by using any Services, you, or as applicable, the legal entity on behalf of which you are acting, acknowledge that you have read and consent to these Terms and Conditions (the “Terms”), which forms a binding agreement between you and OneStream. Notwithstanding the foregoing, if you are the employee or agent behalf of either (i) a OneStream customer with a SaaS or subscription agreement then in force, or (ii) a OneStream partner with a marketing affiliate, subcontracting, or other type of similar agreement then in force (such underlying agreement together with all Attachments, Order Schedules, Statements of Work, and other documents expressly referred to as the “Underlying Agreement”), your registration and visit of the Site and your use of the Services shall be governed by such Underlying Agreement.

1. **Services; Intellectual Property**

- (a) **Site and Services.** OneStream makes the Services available to you at no cost to you (unless otherwise agreed in writing between you and OneStream) solely for your educational, non-commercial purposes, and subject to these Terms and Conditions.
- (b) **Use restrictions.** Except as expressly permitted by these Terms, you 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;
 - (iii) sell, lease, lend, or otherwise make available any Service to any third party;
 - (iv) use the Services for timesharing, service bureau, or any other commercial, business, or otherwise non-educational purposes;
 - (v) modify, or create derivative works of, any Service;
 - (vi) use any virtual session, automated process, scheme by which multiple natural persons use the Services, or any other means (including, but not limited to, artificial intelligences) to make greater use of any Service than is permitted under these Terms and Conditions;
 - (vii) use the Services in a manner not consistent with these Terms and Conditions; or
 - (viii) otherwise use any Services except as expressly provided in these Terms and Conditions.
- (c) **Ownership.** You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the training materials, training modules, the Site, the Services and its content (and any derivatives, creations, inventions, modifications, or changes made thereto), including without limitation any statistical analyses on your use of the Site or the Services (“Statistical Data”) are owned by OneStream (“Proprietary Materials”). For clarity, OneStream will only use Statistical Data in an anonymized, deidentified or aggregated form without specifying you as the source of any Statistical Data. Neither these Terms nor your access to the Site or the Services transfers to you or any third party any rights, title or interest in or to such Proprietary Materials. OneStream reserves all rights not granted in these Terms. The right granted to you by these Terms is a right of use and access of the Services for educational, non-commercial purposes only and does not grant to you any right to download or store any Proprietary Materials in any medium, other than files that are automatically cached by your web browser for display purposes.
- (d) **Feedback.** If you provide OneStream with any feedback or suggestions regarding the Service (“Feedback”), you hereby assign to OneStream all rights in such Feedback and agree that OneStream will have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. OneStream will treat any Feedback you provide to OneStream as non-confidential and non-proprietary.
- (e) **Modifications.** OneStream reserves the right, at any time without notice or liability, to change or eliminate any

content or feature or restrict the use of any portion of the Site or the Services. Your continued use of the Site or the Services following the posting of any changes to the Site or the Services or otherwise notified to you constitutes acceptance of those changes. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site or the Services will be subject to these Terms.

2. **Account Management**

- (a) In order to use certain features of and use the Services, you must register for an account (“Account”) and provide certain information about yourself. You represent and warrant that: (i) all registration information you submit is truthful and accurate, and (ii) you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality and security of your Account login information and for all activities that occur under your Account. You may delete your Account at any time, for any reason, by following the instructions available on the Site, in which case you may not be able to access or use any of the Services.
- (b) You agree to immediately notify OneStream of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. You agree to indemnify, defend, and hold OneStream (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of your failure to comply with the requirements of this Section.

3. **Confidentiality.**

- (a) “**Confidential Information**” of OneStream means any information belonging to, or held by, OneStream, 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 under the circumstances to keep it from becoming generally known to the public. The Services and Site shall be deemed confidential.
- (b) You undertake to:
 - (i) not disclose OneStream’s Confidential Information to any third party;
 - (ii) use, and permit the use of, the Confidential Information only for the purpose of performing your obligations, or enjoying your rights, under these Terms; and
 - (iii) return or destroy all written or other tangible copies of Confidential Information in your possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, OneStream’s request.
- (c) Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to OneStream, for which monetary damages might not be adequate, if you uses or discloses Confidential Information in breach of your obligations under these Terms, OneStream will be entitled to seek equitable relief, including temporary and permanent injunctive relief

and specific performance. The rights in this Section are in addition to any other rights of OneStream under these Terms, at law, or in equity.

- (d) The obligations under this Section will continue for the longer of: (i) Five (5) years after expiration or termination of your relationship with OneStream under these Terms; 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.

4. Privacy

- (a) When OneStream processes your personal data as a data controller (as those terms are defined under applicable data protection laws and regulations), such processing will be governed by OneStream's Privacy Policy available at <https://onestreamsoftware.com/privacy-policy/>, which you acknowledge and consent to.
- (b) When OneStream processes your personal data on your behalf as a data processor or service provider (as those terms are defined under applicable data protection laws and regulations), such processing will be governed by the OneStream Data Processing Terms at <https://onestreamsoftware.com/saas-terms-and-conditions/>, which you acknowledge and consent to, and which are hereby incorporated by reference. Notwithstanding the foregoing, the OneStream Data Security Processes and Terms shall only apply to the OneStream SaaS offering.

5. Compliance. You agree your use of the Service will be compliant with all laws and regulations, including but not limited to those related to privacy and data protection, anti-bribery and anti-corruption, and export control.

6. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND ONESTREAM (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON- INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. YOU ACKNOWLEDGE AND AGREE THAT ONESTREAM WILL HAVE NO OBLIGATION TO PROVIDE YOU WITH ANY SUPPORT IN CONNECTION WITH THE SERVICES.

7. Indemnification. You agree to indemnify, defend, and hold OneStream (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service, (ii) your violation of these Terms, (iii) your violation of applicable laws or regulations or (iv) any user-generated content. OneStream reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any indemnifiable matter without our prior written consent. OneStream will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. Limitation of Liability. IN NO EVENT WILL ONESTREAM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF ONESTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE THOUSAND U.S. DOLLARS (USD 1,000). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

9. Termination

- (a) OneStream may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the destruction of all information associated with your Account.
- (b) Upon termination, all rights granted under these Terms shall terminate and you shall immediately stop using the Service. If you wish to terminate your Account, you may do so by following instructions available on the relevant part of the Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers, indemnities and limitations of liability.

10. General

- (a) Governing Law and Jurisdiction. These Terms are governed by and will be construed in accordance with the laws of Michigan, without reference to its choice or conflicts of law principles. Any suit or other action arising out of, or related to, these Terms may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan or in the United States District Court for the Eastern District of Michigan – Southern Division.
- (b) Notice. Any notice which may be required to be given under these Terms, will be given: (i) to you via e-mail to the e-mail address you maintain in your Account settings or by notifying you electronically by displaying the notice in the Service; (ii) to us in any commercially reasonable manner, including certified mail, return receipt requested, e-mail, or any other customary means of communication at the applicable mailing address, as may be updated from time to time.
- (c) Entire Terms. These Terms set forth the entire agreement and understanding of the parties concerning the subject matter hereof and supersedes and replaces all prior agreements, arrangements, and understandings between the parties.
- (d) Assignment. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OneStream's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OneStream may freely assign these Terms. The terms and conditions set forth in these Terms will be binding upon any assignee.