

ONEPASS TERMS AND CONDITIONS

Customer Support Remote Consulting

These OnePass Terms and Conditions (the “Terms and Conditions”) govern the purchase by a OneStream customer or partner (referred to herein as the “Customer”) of a OnePass Subscription (the “**OnePass Subscription**”) to access and receive certain in-scope Professional Services, as defined below. Except as otherwise expressly provided herein, these Terms and Conditions are subject to and incorporate by reference, (i) for a customer, the SaaS or Subscription License Agreement entered into between the parties, or (ii) for a Partner the Marketing Affiliate Agreement, Subcontracting Agreement, or the other agreement entered into place between the parties, (the underlying agreement together with these Terms and Conditions, all Attachments, Order Schedules, Statements of Work, and other documents together expressly referred to as the “Agreement”). In addition, if Customer is a OneStream Customer and its Agreement does not include a Professional Services Addendum, the Professional Services Addendum attached to OneStream’s standard SaaS agreement available at <https://www.onestream.com/saas-terms-and-conditions/> shall apply. These additional Terms and Conditions shall apply only to the Professional Services specified in the applicable OnePass SOW and not to Professional Services covered by any other Order Schedule(s) or Statement(s) of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in these Terms and Conditions shall have meanings in the Agreement. These Terms and Conditions shall enter into force upon the Effective Date of the applicable OnePass SOW.

1. SCOPE.

a) In-scope activities. As part of the OnePass Subscription, and subject to the terms of the OnePass SOW and any other applicable terms, OneStream will provide, as requested by the Customer, Customer Support Remote Consulting, which may include:

- Review engagements:
 - i) Application reviews;
 - ii) Health Checks;
- Development of customer ease of use solutions;
- Solve complex application support/consulting items;
- Engage on small remote consulting projects.

b) Out-of-scope activities. The OnePass Subscription does not include:

- Any services prohibited or not in compliance with OneStream’s Documentation;
- Managed services;
- Any on-site consulting services;
- Training services.

2. SUBSCRIPTION.

a) Available Hours for the OnePass Subscription will start on the Effective Date of the Term. Notwithstanding the foregoing, when the Term of the OnePass Subscription is 12 months or more, except if otherwise agreed in writing, OneStream shall not be obliged to provide more than 25% of the total amount of Available Hours to Customer during the last three months of such Term.

b) Available Hours must be consumed by Customer in increments of 30-minutes.

c) Any Available Hours that have not been used by Customer upon the end of the Term: i) shall expire without roll over beyond the Term; and ii) Customer will not be entitled to any refund or credit for any paid but unused Available Hours at the end of the Term.

d) Customer shall request the performance of any Professional Services under a OnePass Subscription through OneStream’s Support Portal.

e) Professional Services under this OnePass Subscription will be scheduled based on need, resources, and availability. OneStream reserves the right to allocate resources based on required skills necessary for completion of the job, including the ability, experience, location, or other factors in determining resource allocation.

f) OneStream resources will not typically perform services on holidays recognized by OneStream or on weekends. However, with Customer’s permission, OneStream

resources may choose to perform services on such holidays and/or weekends.

g) If Professional Services have been scheduled hereunder, and Customer causes the scheduled Professional Services to be cancelled less than two (2) business days prior to the scheduled start date, OneStream may deduct 50% of the scheduled time (“Cancellation Charge”) to Customer’s Available Hours balance.

h) Except where otherwise expressly provided in the Agreement, if OneStream or Customer has not, by the date that is 60 days prior to the end of the then-current Term of the OnePass Subscription as specified in the applicable SOW, given notice to the other party that it intends to not renew the OnePass Subscription(s), the applicable OnePass Subscription(s) set out in the applicable SOW will automatically renew for subsequent successive period equivalent to the initial term of the OnePass Subscription as set forth in the applicable SOW. OneStream may increase the price during any renewal term by up to the increase in CPI (US Consumer Price Index All Items Urban Consumers) as published by the US Department of Labor for the most recent 12-month period above the pricing effective at the end of the Term prior to the renewal period.

3. CUSTOMER OBLIGATIONS AND PROJECT ASSUMPTIONS

a) Customer acknowledges that its timely provision of and access to reasonably requested Customer networks, applications, systems, VPN access, data structures, databases, documentation, personnel (including from agents or third parties), assistance, cooperation, complete and accurate information and data (collectively, “Cooperation”) are essential to the performance of the OnePass Subscription. OneStream will not be responsible for any deficiency in performing its obligations under the OnePass Subscription if such deficiency results from Customer’s failure to provide full Cooperation.

b) As this subscription-based SOW has a scope which is not precisely defined and OneStream further will be providing Professional Services at the direction of the Customer as detailed in and subject to the SOW, OneStream does not therefore make any commitment: (i) that the number of hours of Professional Services will be sufficient to achieve any Customer objective or requirement; or (ii) that there will be any specific deliverable or output as a result of these Professional Services.

4. FEES AND EXPENSES.

- a) The fee, if any, due by Customer for the OnePass Subscription is set out in the applicable OnePass SOW. If applicable, such fee shall be invoiced by OneStream, and due by Customer, in full, in advance for the entire Term, prior to the Effective Date of the applicable OnePass SOW. All amounts due to OneStream hereunder shall be paid by Customer in the currency indicated by OneStream in the applicable SOW. All invoices are payable within 30 days of invoice date unless otherwise agreed in the Agreement.
- b) All OnePass Subscription Professional Services will be provided on a remote basis. No travel-related expenses will be charged for any work performed remotely.

5. **INTELLECTUAL PROPERTY.** Neither party, by virtue of these Terms and Conditions, shall gain any rights of ownership in copyrights, patents or other intellectual property of the other party (as to each party its “**Intellectual Property**”). As between the parties, OneStream shall own all rights, title, and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the OnePass Subscription.

6. ADDITIONAL TERMS.

- a) **Termination by Customer without cause.** Notwithstanding any conflicting terms in the Agreement, the OnePass Subscription is provided for a fixed Term and may not be terminated by Customer for any reason other than due to an uncured (within 30 days of notice) material breach by OneStream. Any termination of the Agreement by Customer without cause, if permitted under the Agreement, shall result in any and all fees due for the entire Term of the applicable SOW and then unpaid becoming immediately due by Customer without termination, modification or reduction of Customer’s payment obligations hereunder, and Customer will not be entitled to any credit or refund from OneStream.
- b) **Liability.** To the maximum extent permitted by law, except in the case of OneStream’s gross negligence, willful misconduct or fraud, regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability, or other theory OneStream’s aggregate liability with respect to the OnePass Subscription will be limited to the amount of fees paid by Customer under this SOW for the OnePass Subscription.
- c) **Order of Precedence.** In the event there is any conflict between the provisions of the Agreement and the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall control. Except as stated herein, the terms and conditions of the Agreement remain in full force and effect and are hereby ratified.