

## **PARTNER PROGRAM CATEGORY SUPPLEMENT: PARTNER SOLUTIONS DEVELOPMENT SUPPLEMENT**

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This Partner Solutions Development Supplement (“Supplement”) is a OneStream Partner Program Category Supplement to the Universal Terms. This Supplement, together with the Universal Terms, and the Partner Schedule executed by the parties, together govern Partner’s participation in OneStream Partner Program for Partner Solutions Development (“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, (iii) the Universal Terms.

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### **1. DEFINITIONS**

**(a)** “Customer Privacy Policy” means Partner’s privacy policy which is (i) in compliance with all applicable laws and regulations and (ii) provided to each Customer from whom the Partner processes Customer Data.

**(b)** “PartnerPlace Standards” means the terms, rules, guidelines and policies, including but not limited to security and compliance, as may be modified by OneStream in its sole discretion from time to time upon notice to Partner (which such notice includes but is not limited to notices given within the PartnerPlace portal or website), that OneStream makes available and which set forth certain requirements for including Partner Solutions in the OneStream PartnerPlace.

**(c)** “PartnerPlace” means the OneStream online PartnerPlace platform through which OneStream makes available Partner Solutions.

**(d)** “Malicious Code” means any (i) virus, trojan horse, worm, backdoor, or other software or hardware device the effect of which is intended to gain or facilitate unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, software as a service or software or the like; or (ii) time bomb, drop-dead device, or other software or hardware device intended to disable a computer program automatically or otherwise deprive lawful use of any computer, systems, software as a service, software, or the like.

**(e)** “Open Source License” means software distributed under an open source license or any similar license for “free for commercial use” or “publicly available” software.

**(f)** “Open Source Software” means any software that is licensed or distributed pursuant to an Open Source License.

**(g)** “Security Incident” means an event or series of events in which an unauthorized third party has accessed, compromised, misappropriated, destroyed, altered, received, or disclosed Confidential Information, OneStream Offering(s), OneStream Materials, Customer Data, or any other proprietary information transmitted, stored or otherwise processed by a party.

### **2. PARTICIPATION IN PARTNERPLACE**

**(a)** OneStream reserves the right, in its sole discretion, to approve or reject any proposed Partner or proposed Partner Solution for participation in the PartnerPlace. Partner agrees that the process through which a Partner is selected for participation in the PartnerPlace, and all information shared between the parties therein, PartnerPlace shall be subject to the confidentiality obligations set forth in Section 12 (“Confidentiality”) of the Universal Terms.

**(b)** Partner agrees that in order to participate and remain in the PartnerPlace, Partner shall at all times comply with the PartnerPlace Standards. If Partner fails to comply with any the PartnerPlace Standards, including maintaining compatibility with the most updated release or version of the applicable OneStream Offering(s), any Partner Solutions may be removed from the PartnerPlace by OneStream in its sole discretion, at any time and without prior notice to Partner.

**(c)** OneStream shall have the right to maintain and update the terms of the PartnerPlace and the PartnerPlace Standards from time to time, and OneStream shall not bear any responsibility to Partner if, after any such maintenance or update, the Partner Solutions no longer function as Partner intends. Partner acknowledges and agrees that it is Partner’s responsibility to monitor the status and function of the Partner Solutions on the PartnerPlace to ensure such Partner Solutions are compatible with the PartnerPlace and PartnerPlace Standards. In the event the PartnerPlace Standards are revised, Partner shall comply with any revised PartnerPlace Standards in a commercially reasonable time period after notice. Notwithstanding the foregoing, Partner shall immediately comply with any revised PartnerPlace Standards related to security or legal compliance.

**(d)** All Partner Solutions shall be reviewed and subject to testing and approval by OneStream pursuant to this Agreement, including the PartnerPlace Standards, prior to being made available on the PartnerPlace. Partner shall provide OneStream reasonable assistance to test such Partner Solutions as requested by OneStream. In the event OneStream identifies any defect or non-compliance in the Partner Solutions, Partner shall promptly remedy such issues upon OneStream’s notice of defect or non-compliance. Following remediation of any such issues in the Partner Solutions identified by OneStream, the Partner Solutions may be subject to additional testing following the procedure set forth in this Section above until OneStream informs Partner that OneStream has accepted, in its sole discretion, the Partner Solutions. No Partner Solution shall be made available on the PartnerPlace unless and until OneStream has reviewed, and approved such Partner Solution for publication. Following OneStream’s approval of the Partner Solutions and the publication of such Partner Solutions on the PartnerPlace, Partner shall update such Partner Solutions as necessary in order to ensure that such Partner Solutions continues to be in compliance with the PartnerPlace Standards, guidance, and compatible with the OneStream Offering(s) that are then supported. Notwithstanding OneStream’s approval, if given, Partner remains solely responsible for all aspects and requirements for the Partner Solutions as specified in this Agreement, including but not limited to their quality, legal compliance, security, and support, throughout the term of the Agreement.

**(e)** OneStream shall use commercially reasonable efforts to provide to Partner information related to the PartnerPlace, including access, where available, to OneStream application

programming interfaces, developer kits, and supporting documentation as reasonably necessary to assist Partner in the development of Partner Solutions.

(f) OneStream reserves the right to remove any accepted Partner Solutions from the PartnerPlace and to suspend them from the PartnerPlace, at OneStream's sole discretion, at any time and for any reason, including but not limited to for security, testing, performance, incompatibility with the OneStream Offering(s) or the PartnerPlace, or other technical, operational or reputational causes.

(g) Partner acknowledges and agrees that any distribution of any Partner Solutions on the PartnerPlace to any Customer shall be governed by Partner's end user license agreement between Partner and such Customer ("Partner EULA"). The Partner EULA must comply with the terms and conditions of this Agreement and all laws. Although OneStream may provide a generic template EULA for convenience to facilitate transactions, Partner is not required to use such template EULA (Partner may create or negotiate their own Partner EULA) and OneStream shall have no responsibility or liability related to compliance by Partner or any Customer under any Partner EULA finally executed between Partner and Customer.

(h) Partner shall be fully responsible to provide support and maintenance to Customers for all Partner Solutions made available on the PartnerPlace, with at least the minimum support requirements as specified in the Partner Standards.

(i) Partner shall provide appropriate training, know-how, and all relevant materials and documentation to OneStream personnel as reasonably requested at no additional cost.

### 3. FEES AND PAYMENT

(a) PartnerPlace Annual Program Fee. Partner shall be required to pay in advance a nonrefundable annual calendar year PartnerPlace program fee, which shall be initially specified in a Partner Schedule executed by the parties when placing Partner into the Partner program. The parties agree that the PartnerPlace program fee includes the number of submissions and iterations as further specified in the Partner Schedule and Partner Standards. Partner's failure to be in active good standing with the PartnerPlace annual program fee shall subject Partner, and all Partner Solutions, to be suspended or terminated, in OneStream's sole discretion, from PartnerPlace.

(b) The initial PartnerPlace program annual fee shall be invoiced immediately upon Partner's execution of the Partner Schedule. Annually thereafter, prior to the expiration of the then-current PartnerPlace annual program term specified on the Partner Schedule, OneStream shall give Partner notice of the then-current annual PartnerPlace fee in the PartnerPlace portal and if neither OneStream nor Partner has, prior to the end of the then-current term as specified in the Partner Schedule, given notice to the other party that it intends to not renew Partner into the PartnerPlace program, then the PartnerPlace program Term will automatically renew for an additional one (1) year period at the then-current annual PartnerPlace fee.

(c) Partner Place Revenue Share. In addition to the annual Partner Place program fee, Partner shall be obligated to pay to OneStream a revenue share fee, per Partner Solution, which is calculated at the revenue share percentage as specified in the Partner Schedule for the applicable Partner Solution multiplied by

the average total contract fees over the term of the Partner-Customer contract, excluding taxes, for the Partner Solution as transacted between Partner and a Customer ("Revenue Share"). The Revenue Share, including the then-current revenue share percentage, shall apply to all Partner-Customer transactions, and amounts therein, regardless of whether the Partner-Customer contract term extends beyond the term of this Agreement. Notwithstanding any other provision of this Agreement the revenue share percentage is determined by OneStream, in its sole discretion, based on the criteria and parameters as specified in the Partner Standards and is reviewed both: i) annually; and ii) at any point during the Term specified in the applicable Partner Schedule in the event that the Partner Solution, as approved by OneStream in the submission for such Partner Solution, has been added to or modified in a manner so that the Partner Solution's functionality or required computing resources are materially different from that of the approved submission for such Partner Solution. Without limiting any other reserved rights of termination or suspension, OneStream may immediately remove a Partner Solution from the OneStream PartnerPlace or suspend use of or access of a Partner Solution as a result of Partner's failure to execute a revised Partner Schedule reflecting the newly applicable revenue share percentage. The then-current revenue share percentage, and adjusted Revenue Share, shall apply to all outstanding Revenue Share obligations, regardless of when the Partner-Customer transaction was executed.

(d) Prior to expiration of the current Partner Schedule Term for the applicable Partner Solution, OneStream shall give Partner notice of the then-current revenue share percentage for such applicable Partner Solution. If: i) OneStream notifies Partner that the revenue share percentage remains unchanged for the applicable Partner Solution from the revenue share as specified on then-expiring Partner Schedule Term; and ii) neither OneStream nor Partner has, prior to the end of the then-current Partner Schedule Term, given notice to the other party that it intends to not renew the applicable Partner Solution into the PartnerPlace program; then iii) the Partner Schedule Term for such Product Solution will automatically renew for an additional one (1) year period at the same revenue share percentage. If OneStream notifies Partner that the revenue share percentage for the applicable Partner Solution requires a change from the revenue share as specified on then-expiring Partner Schedule Term, then the parties shall be required to execute a new Partner Schedule in order for the Term to be extended for such Partner Solution.

(e) All Revenue Share amounts shall be invoiced by OneStream to Partner on a semi-annual pro-rata basis, in advance, with the first invoice immediately upon receipt of the information as specified in Section 3(f) below. The Revenue Share payment obligation by Partner shall be not modified, reduced, or terminated due to any payment terms, issues, or circumstances between Partner and Customer as all such Revenue Share payment obligations from Partner to OneStream shall be due and payable according to the terms of this Agreement.

(f) Partner shall be obligated to provide OneStream with commercially reasonable evidence of such Partner Solutions(s) transactions, including but not limited to the Partner-Customer transaction documents, so that OneStream may both: i) provision the Customer with the Partner Solutions(s); and ii) immediately invoice Partner for the applicable Revenue Share.

(g) Any fee referred to in this Section shall be paid according to Section 7 (Payment and Taxes) of the Universal Terms.

(h) Partner shall maintain books, records and accounts of all financial transactions covered by this Agreement and permit full examination thereof by OneStream and its representatives upon prior reasonable request, and no more than once per calendar year, on at least 15 business days' notice, during the term and for one (1) year after the expiration or earlier termination of this Agreement. All information shared under this Section shall be deemed Confidential Information.

#### **4. INTELLECTUAL PROPERTY**

Subject to the terms in the Partner Program Universal Terms regarding intellectual property, Partner hereby grants to OneStream, a nonexclusive, royalty-free, worldwide license to use, copy, modify, distribute, sublicense, publicly display, publicly perform, market, and otherwise exploit any Partner Solutions or Partner Materials that Partner makes available to OneStream or incorporates into any Partner Solutions, as necessary to test, evaluate, publish, and distribute the Partner Solutions in connection with the PartnerPlace or for any other purpose contemplated under this Agreement. Notwithstanding the preceding sentence, nothing in this Agreement grants OneStream the right to incorporate Partner Solutions or Partner Materials, in whole or in part, into OneStream Offering(s).

#### **5. SECURITY AND PRIVACY**

(a) Partner acknowledges that the Partner Solutions shall be subject to security testing by or on behalf of OneStream throughout the term of this Agreement. Partner shall provide all reasonably requested assistance related to such security testing and shall resolve any vulnerabilities identified in such testing within such reasonable time periods as OneStream may require. Security reviews may include, without limitation: questionnaires, information requests, reviews of Partner documentation, interviews, security testing, technical testing and reviews, code reviews and scans (which may reverse engineer binary code), event logging, network testing, and vulnerability threat assessments. In addition, Partner shall provide the source code for the Partner Solutions for the purpose of OneStream conducting security tests.

(b) The PartnerPlace Standards sets forth the minimum security requirements for the Partner Solutions on PartnerPlace. In the event Partner becomes aware of any security vulnerabilities, whether as a result of such security testing or otherwise, Partner shall immediately notify OneStream of such vulnerabilities, provide OneStream with a written plan to remediate and resolve such vulnerabilities (including a timeline for such remediation), and notify OneStream when such remediation is completed. If requested by OneStream, Partner shall conduct (or at OneStream's option, cause a third party to conduct) reasonable security testing to confirm such security vulnerabilities have been remediated and shall provide the results of such testing to OneStream. Partner acknowledges and agrees that it shall be responsible for any and all liabilities arising from any security vulnerabilities in the Partner Solutions.

(c) Upon discovery or notice of any Security Incident, unless prohibited by applicable laws, Partner will promptly, but no later than within 24 hours, notify OneStream. The Partner notice will provide OneStream with information about the Security Incident and how it has and may affect OneStream Customers or Customer Data, and Partner agrees to provide further information

and assistance related to the Security Incident as OneStream may request. Without limiting Partner's other obligations, in event of a Security Incident, Partner will be solely responsible, at Partner's own expense, for investigation, remediation and notifications to affected Customers and regulatory authorities provided, however, that Partner must obtain OneStream's prior written approval for any breach notifications to any mutual Customers. Without limiting any other reserved rights of termination or suspension, OneStream may remove a Partner Solution from the OneStream PartnerPlace or suspend use of or access of a Partner Solution as a result of any Security Incident.

(d) Partner must obtain all necessary rights, permissions, and consents from, and give all mandatory disclosures to, Customers regarding access, collection, storage, transmission, treatment, use, disclosure, sharing, and other processing of any Customer Data under the Partner EULA, and will ensure that all such processing complies with all applicable laws. If Partner receives Customer Data directly from OneStream on behalf of a Customer (such as end user contact information), Partner must limit access and processing of such information to that (a) authorized by the Customer or (b) necessary for the purposes of providing the functionality of the Partner Solution. Partner shall not sell any Customer Data. OneStream shall not be liable for, or have any responsibility in connection with, Customer Data processed by Partner or the Partner Solution on its behalf or on behalf of any Customers. The parties further agree to comply with the obligations of the Data Processing Agreement as specified in Partner Schedule executed by the parties.

(e) Partner shall only use Customer Data to provide the Partner Solutions and to communicate directly with Customers only where permitted by law. Partner shall not send marketing messages to Customers within any user experience integrated with the OneStream PartnerPlace.

(f) Privacy Policy. Partner must provide a clear, complete, and conspicuous Customer Privacy Policy that notifies Customers of (1) and the purposes of Partner's processing of Customer Data, (2) the recipients to whom Partner will share Customer Data, (3) the country or countries where the Customer Data will be stored, and (4) the fact that Partner and not OneStream is responsible for Partner's processing of Customer Data, along with (5) any other disclosures required by applicable law. Partner must comply with the terms and conditions of the Customer Privacy Policy, and promptly notify Customers and OneStream of any material changes to it.

(g) Aggregated Information. In addition to OneStream's other rights, OneStream may collect aggregated and de-identified information regarding the OneStream PartnerPlace and Partner Solutions in the OneStream PartnerPlace.

#### **6. TERM AND TERMINATION**

(a) In addition to Section 2 (Term and Termination) of the Partner Program Universal Terms, the following terms in this Section shall apply.

(b) Without limiting either Party's right to terminate as specified in the Partner Program Universal Terms, if Partner fails to perform any of its other obligations hereunder, or if Partner delays such performance or otherwise does not satisfy any of the obligations set forth in this Agreement or provided by OneStream from time to time, then OneStream may immediately suspend the Partner Solutions until Partner has cured such failure to perform.

(c) Without prejudice to any other rights in this Section, in the event that this Agreement is terminated, expires or the Partner Solutions are suspended, OneStream (i) shall be under no obligation to provide the Partner Solutions to Customers with a Partner EULA, to refund to Customers any fees paid by Customers to Partner, or to assume Partner's relationship with any Customers.

(d) Any termination, for any reason, or expiration of the Agreement, the Partner Solutions Development Supplement, or any applicable Partner Schedule shall not result in a refund of the PartnerPlace Annual Program Fee specified in Section 3 as such fee is nonrefundable.

(e) Partner's Revenue Share payment obligations (see Section 3) for Partner-Customer transactions executed prior to termination or expiration date of the Agreement, the Partner Solutions Development Supplement, or any applicable Partner Schedule, shall survive such termination and remain due and payable according to the terms as specified herein.

## **7. REPRESENTATIONS AND WARRANTIES**

(a) In addition to Section 10 of the Partner Program Universal Terms (Warranties and representations, the following terms in this Section shall also apply.

(b) Partner warrants that any and all Partner EULA's entered into with Customers will be compliant with both this Agreement and applicable law.

(c) Partner represents and warrants that OneStream's exercise of the license and use rights granted from Partner to OneStream hereunder, does not infringe, misappropriate or otherwise violate any right, including any Intellectual Property Rights or other rights, of any party;

(d) Partner represents and warrants that the Partner Solutions will be free from any license terms that requires any Confidential Information or Intellectual Property Rights be shared with any third party. Without limiting any of the foregoing, no Partner Solutions under the Agreement shall be subject to any "copyleft" or other obligation that: (1) requires disclosure, licensing, distribution, or any other act or obligation; or (2) otherwise imposes any limitation, restriction or condition on the rights as specified in the Agreement. Additionally regarding permitted Open Source Software, Partner will include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to Customer, as part of the Partner EULA, based on use of Open Source Software or other third party Intellectual Property Rights. Partner will also promptly make available to OneStream, Customers, and any other third party that is entitled to it, the source code corresponding to any Partner Solutions or portion thereof if required, and in the manner required, by applicable third party terms and conditions;

(e) Partner represents and warrants that the Partner Solutions will not contain Malicious Code.

## **8. INDEMNITY**

(a) In addition to Section 9 (Indemnity) of the Partner Program Universal Terms, Partner shall indemnify, defend and hold OneStream harmless against and from any and all claims, losses, damages, liabilities, demands, judgments, costs and expenses arising from Partner's breach of Section 5 (Security and Privacy).