

## PARTNER PROGRAM UNIVERSAL TERMS

These OneStream Partner Program Universal Terms, together with any applicable Partner Category Supplement, and the Partner Schedule executed by the parties, together govern Partner's participation in a Partner Category under the OneStream Partner Program ("Agreement"). Any conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (i) Partner Schedule, (ii) Partner Category Supplement, (iii) Partner Program Universal Terms.

### 1. DEFINITIONS

**(a)** "Affiliate" means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

**(b)** "Customer" means each person or entity, other than Partner, that is a licensee or user of the OneStream Offering(s).

**(c)** "Customer Data" means any data, content or information of a Customer that is accessed, collected, stored, or otherwise processed by Partner Solutions and such output of the Partner Solutions as results from the operation of the Partner Solutions on that data.

**(d)** "Documentation" means the then-current, as applicable, OneStream or Partner user guides and manuals for operation of the OneStream Offering(s) or Partner Solutions.

**(e)** "Effective Date" shall be the date of last signature of the applicable Partner Schedule.

**(f)** "Intellectual Property Rights" means all patents, trademarks, copyrights, design rights, all applications, issuances, registrations, proprietary rights, trade secrets, know-how and Confidential Information, and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, in each case, whether registrable or not, including all derivative works of the foregoing.

**(g)** "Materials" means any works of authorship, programs, software (whether in source code, object code or other form), Documentaton, algorithms, products, technology, information, methodologies, processes, data, databases, reports, specifications, manuals, instructions, designs, analyses, test results, tools, documentation, inventions, and/or all other materials and information in any form or stage of completion.

**(h)** "OneStream Feedback" means comments, questions, ideas, suggestions, proposals or other feedback directly relating to any OneStream Offering, OneStream Confidential Information, or any OneStream Intellectual Property Rights relating thereto, whether given orally or in writing. OneStream Feedback expressly excludes comments, questions, ideas, suggestions, or other feedback directly relating to the Partner Solutions, Partner Confidential Information, or Partner Intellectual Property Rights.

**(i)** "OneStream Offering(s)" means the product and service offerings that OneStream makes available, including but not limited to SaaS, software, hosted cloud services, support, professional services, education, training, and including any Documentation of the foregoing. For the avoidance of doubt, the OneStream Offerings do not include Partner Intellectual Property Rights or Partner Confidential Information.

**(j)** "OneStream Partner Program" means the OneStream resources, benefits and programs made available by OneStream to Partners as set forth in the Agreement.

**(k)** "Partner" means the entity executing a Partner Schedule with OneStream in order to participate in one more Partner Category(ies) within the OneStream Partner Program.

**(l)** "Partner Solutions" means any new or transformative Partner software, program code, tools, or application (excluding any OneStream Offering(s), OneStream Materials, OneStream Intellectual Property Rights, or configurations of the OneStream Offering(s)) that Partner creates for, and interoperates with, the OneStream Offering(s) or the OneStream Material(s). Subject to the foregoing, Partner Solutions may include cloud-based SaaS and downloadable software applications, plug-ins, extensions, additional features, or add-ons, that: (i) have been approved by OneStream for development by Partner; (ii) are designed to interoperate with OneStream Offering(s); and (iii) Partner delivers and OneStream makes available to its Customers through PartnerPlace.

**(m)** "Partner Category" means the specific type of program within the OneStream Partner Program, as specified in the applicable Partner Schedule, in which Partner is authorized to participate.

**(n)** "Partner Category Supplement" means the then-current, as updated from time to time, additional terms and conditions, governing Partner's participation in a Partner Category within the OneStream Partner Program. Each Partner Category Supplement is separately entered into by the parties and must be complied with as specified therein.

**(o)** "Partner Feedback" means comments, questions, ideas, suggestions, proposals or other feedback directly relating to any Partner Solutions, Partner Confidential Information, or any Partner Intellectual Property Rights relating thereto, whether given orally or in writing. Partner Feedback expressly excludes comments, questions, ideas, suggestions, or other feedback directly relating to the OneStream Offering(s), OneStream Confidential Information, or OneStream's Intellectual Property Rights.

**(p)** "Partner Schedule" means a OneStream ordering document which may include information, including but not limited to, the applicable Partner Category(ies), the term duration, and Partner Category Supplement, use rights, quantities, and/or pricing as applicable, which is executed by the parties.

**(q)** "SaaS" means a software as a service product of a party.

**(r)** "Software" means a software program of a party.

### 2. TERM AND TERMINATION

**(a)** These Universal Terms shall be effective between the parties upon the execution of a Partner Schedule and shall continue until the Agreement expires or is earlier terminated by either party. The Agreement may be terminated: i) without cause, by providing the non-terminating party with five (5) business days prior written notice; ii) upon notice to the other party if the other party materially

breaches this Agreement and fails to cure such material breach within thirty (30) days after the aggrieved party gives written notice of such breach (it being understood that, if the breach cannot be cured, no cure period will apply); iii) immediately upon notice if the other party engages in any form of fraud, dishonesty, misconduct or adversely affects the business reputation of the other party; or iv) immediately upon notice if the other party becomes unable generally to pay its debts as they become due, ceases to do business in the ordinary course, or dissolves, winds up, or its governing body approves such dissolution.

**(b)** For the avoidance of doubt, the expiration or termination of a Partner Category Supplement and related Partner Schedule will not cause the automatic termination of any other Partner Category Supplement and related Partner Schedule which Partner may have entered into.

**(c)** Upon expiration or termination for any reason of the Agreement: i) all Partner's rights and use of OneStream Offering(s) and OneStream Materials will immediately cease and Partner shall immediately delete any OneStream Offering(s) or OneStream Materials from its systems or third party systems and promptly return or delete all Confidential Information of OneStream to OneStream; and ii) all OneStream's rights and use of Partner Solutions and Partner Materials will immediately cease and OneStream shall immediately delete any Partner Solutions or Partner Materials from its systems or a third party systems and promptly return or delete all Confidential Information of Partner to Partner.

**(d)** Termination is not an exclusive remedy.

**(e)** All provisions of this Agreement that are intended by their nature to survive the expiration or termination of this Agreement, including without limitation, Sections 1, 7, 8, 9, 10, and 12 shall survive such termination or expiration.

### **3. USE RIGHTS**

Subject to the terms and conditions of this Agreement and any applicable Partner Category Supplement, OneStream grants to Partner, for the term of this Agreement, a non-exclusive, non-transferable, non-assignable, revocable, and limited in duration license to install and use the OneStream Offering(s) and OneStream Materials in accordance with the Documentation and strictly limited to the purposes of: (a) internally evaluating the OneStream Offering(s); (b) part of the process of an Customer implementation of OneStream Offering(s); (c) integration of the OneStream Offering(s) with applications related to the Partner Solutions; and (d) developing Partner Solutions within the scope of this Agreement. This Agreement does not provide Partner with title, ownership, or Intellectual Property Rights in OneStream Offering(s) or OneStream Materials, but only a right of limited use as set forth above.

### **4. RESTRICTIONS**

**(a)** Neither party shall access or use the Confidential Information, or as applicable, OneStream Offerings, Partner Solutions, or associated Materials, for the purpose of, or in relation to, the gathering of competitive intelligence or benchmarking. In addition and subject to OneStream's and Partner's respective rights and obligations under this Agreement, each party acknowledges and agrees that either the other party or another partner in the OneStream Partner Program may develop and make available products and services that are similar to or otherwise compete with the either party.

**(b)** Partner shall not disclose, or demonstrate the OneStream Offering(s) to OneStream competitors that provide financial consolidations, planning, budgeting, forecasting, data quality, or financial reporting software or SaaS solutions.

**(c)** Unless otherwise specified in the applicable Partner Category Supplement, Partner is expressly prohibited from the sale, lease, distribution, or otherwise making available the OneStream Offering(s) or OneStream Materials to any third party. Without limiting the foregoing, Partner shall not use the OneStream Offering(s) or OneStream Materials for the benefit of any person other than itself, whether for outsourcing, timesharing, service bureau, or other purposes.

**(d)** Partner is expressly prohibited from the modification, reproduction, or copying of the OneStream Offering(s) and OneStream Materials for any reason without the express written consent of OneStream.

**(e)** Partner has no right whatsoever and shall not, nor allow any third party to, decompile, reverse compile, disassemble, decrypt, reverse engineer or otherwise attempt to discover or reproduce the source code of all or any part of OneStream Offering(s) or OneStream Materials or to make modifications, revisions, enhancements, improvements, updates, upgrades, additions, corrections, derivative works, or other alterations or changes of any kind to the source code.

**(f)** Neither Partner nor, if applicable, any Partner Solutions, shall circumvent, disable or otherwise interfere with security-related features of the OneStream Offering(s) or OneStream Materials, or prevent or restrict the use of the OneStream Offering(s).

**(g)** Partner shall only use OneStream Offering(s) and OneStream Materials in non-production environments and for the purposes for internal testing and internal demonstration purposes unless otherwise expressly provided in the Agreement, including any applicable Partner Category Supplement.

**(h)** Partner licenses for OneStream Offering(s) shall not be used for any paid engagement with a current or prospective Customer or for any other purpose other than as specified in this Agreement.

**(i)** Partner shall only use the OneStream Offering(s) and OneStream Materials in a manner that is consistent with the Documentation.

**(j)** Unless otherwise specified in any applicable Partner Category Supplement, Partner may only reproduce Documentation in its entirety for internal use only.

**(k)** Partner shall not remove, obscure, or alter any product identification, proprietary-rights notices, or trademarks affixed to or contained in or on the OneStream Offering(s) or the OneStream Materials.

**(l)** Partner is permitted to use the OneStream Offering(s) and OneStream Materials under the terms of this Agreement only during the term of this Agreement.

**(m)** Partner shall have the limited right to obfuscate the business rules program code Partner may create under the following circumstances: i) as part of a Partner implementation for a Customer; or ii) for any Partner Solutions within PartnerPlace. This right of obfuscation: i) is solely limited to obfuscation created through OneStream's business rules obfuscation method existing

within the business rules editor of the OneStream Offerings(s), as further specified as applicable in the OneStream Documentation; and, ii) it does not include the ability to use encryption or any other obfuscation method on the program code or Customer Data or otherwise restrict access to the program code or Customer Data through the use of a proprietary key, password or the like. OneStream provides such obfuscation methods and functionality as an option within the OneStream Offerings(s), at Partner's sole discretion, as an optional layer of protection for business rules program code, however, PARTNER ACKNOWLEDGES AND AGREES THAT ONESTREAM DOES NOT GUARANTEE THE CONFIDENTIALITY OR PROTECTION OF INTELLECTUAL PROPERTY THROUGH THE USE OF ONESTREAM OBFUSCATION METHODS OR FUNCTIONALITY AS THE FOREGOING MAY NOT PREVENT A THIRD PARTY FROM DECIPHERING THE PARTNER CODE.

(n) All rights not expressly granted in this Agreement are reserved by OneStream.

## 5. SUPPORT

Maintenance and support for the OneStream Offering(s), if any, are specified in the applicable Partner Category Supplement or as otherwise mutually agreed by the parties in an executed Partner Schedule.

## 6. MARKETING

(a) Partner authorizes OneStream to: (i) list Partner in any partner directory, internal or external list, and on the OneStream website, including a mention of the applicable Partner Category(ies); and (ii) publish press releases, public announcements, and marketing materials highlighting the relationship of the parties under this Agreement, Partner's affiliation in the OneStream Partner Program and deployment or utilization of the OneStream Offering(s). The foregoing authorization shall be automatically revoked upon termination or expiration of this Agreement.

(b) Partner will obtain OneStream's prior written approval of any press release, marketing material, or other external use, website use, advertising, or inference to OneStream's name, products, services, or logo. Should OneStream grant approval for any of the foregoing, such approval shall be automatically revoked upon termination or expiration of this Agreement.

## 7. PAYMENT AND TAXES

(a) Unless otherwise specified in the applicable Partner Category Supplement or Partner Schedule, all amounts under this Agreement that are not subject to a good faith dispute of which Partner has given OneStream written notice are due within 30 days after the date of the invoice. If Partner fails to timely pay any amount as required by this Agreement, Partner will pay to OneStream late fees at the lower of 1% per month or the highest rate permitted by law.

(b) Partner will pay all indirect taxes, such as, sales, use, consumption, VAT, GST, or other taxes arising from this Agreement (other than taxes on OneStream's income) which include but are not limited to import, export, or tariffs fees (together "Taxes"). OneStream will, according to state or other applicable law, invoice and remit Taxes to the applicable taxing authority. Any such invoicing and/or remittance does not discharge Partner from any obligation to pay any Tax beyond what was collected by OneStream. If a government authority determines that additional Tax is required, but was not collected and remitted by OneStream,

Partner will pay such Tax. Partner will make all payments without reduction for any Tax unless and until Partner provides to OneStream such evidence as OneStream reasonably requests to establish that such taxes have been paid. Notwithstanding the foregoing, with respect to withholding taxes, OneStream reserves the right to gross up the invoice amount for any applicable withholding taxes. Each party will provide any required withholding documentation, including, but not limited to, tax residency certificates to support a reduced rate of withholding under an applicable income tax treaty. Partner will inform OneStream when withholding is due and provide all withholding and payment documentation, submitted to the foreign tax authority, to OneStream.

## 8. LIMITATION OF LIABILITY

Except in the case of gross negligence, willful misconduct, fraud, breach of an obligation under Section 9 (Indemnity), violation of OneStream's Intellectual Property Rights under Section 4 (Restrictions) or Section 10 (Intellectual Property Rights), or breach of an obligation under Section 12 (Confidentiality), the aggregate liability of each party with respect to any and all subject matter of this particular Agreement, regardless of the basis of recovery claimed, whether under contract, tort, negligence, strict liability or other theory, will be limited to the greater of \$10,000.00 USD or the amount paid or payable under the applicable Partner Category Supplement for the past twelve (12) months (or, if twelve (12) months have not by then passed, the amount that would have been payable had the term run twelve (12) months). IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT, REVENUE, DATA, USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR OTHER COMMERCIAL INJURY, OR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES WHATSOEVER, SUFFERED BY PARTNER, ONESTREAM OR ANY THIRD PARTY, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, DAMAGES OR THIRD PARTY CLAIMS, UNDER ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## 9. INDEMNITY

(a) Each party shall indemnify, defend and hold the other harmless from any claim by a third party alleging that any products, or services, which as applicable may include but is not limited to OneStream Offering(s), Partner Solutions, or Materials, provided by the applicable indemnifying party to the indemnified party infringes said third party's Intellectual Property Rights, and shall indemnify the indemnified party in full for all losses, damages, costs and expenses (including reasonable legal expenses) arising therefrom provided that the indemnified party (a) promptly notifies the indemnifying party of any such claims; (b) gives the indemnifying party the sole right of defense of such claims; and (c) provides reasonable assistance to the indemnifying party (at the indemnifying party expense) in the defense for such claims.

(b) The indemnifying party's obligations hereunder will be reduced to the extent that the claim arises out of, or relates to: (i) goods, services, or software not supplied by the indemnifying party; (ii) use of the products, services, or software of the indemnifying party in a manner not expressly authorized by this Agreement or Documentation; (iii) misuse of or modifications to the products, services, or software of the indemnifying party; (iv) combination of the products, services, or software of the

indemnifying party (s) with other goods, services, or software where the alleged infringement would not exist but for such combination; (v) use of the products, services, or software of the indemnifying party that are not the most current release and version if infringement would be avoided by use of the most current release or version; or (vi) the indemnified party's continuation of the allegedly infringing activity after being notified thereof.

(c) Each party will defend, indemnify and hold the other party harmless from and against any liability, and pay all damages and expenses (including reasonable attorneys' fees and costs) for any claim, demand, suit or proceeding caused by a breach to: i) Section 12 (Privacy, Data Protection and Security), Section 15(c) (Independent Contractors), Section 15(b) (Anti-Bribery; Anti-Corruption), or Section 15(c) (Import/Export) provided that the indemnified party (a) promptly notifies the indemnifying party of any such claims; (b) gives the indemnifying party the sole right of defense of such claims; and (c) provides reasonable assistance to the indemnifying party (at the indemnifying party expense) in the defense for such claims.

## 10. INTELLECTUAL PROPERTY RIGHTS

(a) Partner acknowledges and agrees that OneStream owns and shall retain all right, title, interest, ownership, and Intellectual Property Rights in and to the OneStream Offering(s), OneStream Materials, OneStream Documentation, and OneStream Feedback ("OneStream Intellectual Property Rights").

(b) As between Partner and OneStream, Partner retains all right, title, interest, ownership, and Intellectual Property Rights in and to any Partner Solutions, Partner Documentation, Partner Materials, and Partner Feedback ("Partner Intellectual Property Rights"). For the avoidance of doubt, all OneStream Intellectual Property Rights as integrated in a Partner Solutions shall remain the property of OneStream.

(c) Neither party shall gain any rights or ownership in the other party's: (i) Confidential Information; or (ii) pre-existing or independently developed Intellectual Property Rights or any derivatives thereof.

(d) No Other Rights. Except for the license expressly granted in this Agreement, nothing herein grants either party any right, title or interest, by implication, estoppel or otherwise, including any right, title or interest in, any Intellectual Property Rights of the other party.

## 11. WARRANTIES AND REPRESENTATIONS

(a) Each party shall comply with all laws and regulations, including but not limited to those specified in Section 13 (Privacy, Data Protection and Security), Sections 15(d) (Anti-Bribery; Anti-Corruption) and 15(e) (Import/Export).

(b) Each party warrants to that: (i) neither the execution of this Agreement nor the performance of its obligations hereunder violates or conflicts with any law or violates or conflicts with any contract; (ii) it has obtained and shall continue to obtain all assignments and licenses necessary to deliver and convey all relevant licenses, rights, titles and interests under this Agreement; and (iii) it is not subject to any employment, non-competition, non-solicitation, confidentiality or any other similar agreement or obligation which may restrict its ability to perform its obligations under the Agreement.

(c) Partner warrants that it will not make any representations, warranties or guarantees with respect to the specifications, features or functionality of the OneStream Offering(s) or the OneStream Documentation.

(d) OneStream and Partner each warrant that its services hereunder will be performed in a workmanlike and professional manner conforming to generally accepted industry standards and practices.

(e) EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ONESTREAM DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR ANY WARRANTIES AGAINST INTERFERENCE WITH ENJOYMENT, INFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS FOR PURPOSE. WITHOUT LIMITING THE FOREGOING, ALL ONESTREAM OFFERING(S) AND ONESTREAM MATERIALS ARE PROVIDED TO PARTNER UNDER THIS AGREEMENT ON AN "AS-IS" BASIS WITH NO WARRANTY OF ANY KIND, WITH ALL FAULTS AND DEFECTS. ONESTREAM DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION THAT USE OF THE ONESTREAM OFFERING(S) OR ONESTREAM MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.

## 12. CONFIDENTIALITY

(a) "Confidential Information" of a party means any information belonging to, or held by, the party, 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 by the party under the circumstances to keep it from becoming generally known to the public. Without limiting the foregoing: i) OneStream Offering(s) and OneStream Materials; and ii) Partner Solutions and Partner Materials, shall be deemed Confidential Information.

(b) Each party, as a receiving party, shall comply with the following obligations with regard to the Confidential Information of the other party:

(i) Not disclose the Confidential Information to any third party other than the receiving party's employees, agents, contractors, and/or professionals ("Representatives") as permitted under this Agreement.

(ii) Use, and permit the use of, the Confidential Information only for the purpose of performing its obligations, or enjoying its rights, under this Agreement (the "Purpose").

(iii) Disclose the Confidential Information only to such of the receiving party's Representatives as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to the Purpose.

(iv) Cause each Representative to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes

an obligation of confidence actionable by the receiving party under law without a separate contractual obligation.

(v) Remain fully responsible for any breach of this Section by any of its Representatives.

(vi) Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

**(c)** Nothing in this Section will prevent the receiving party from disclosing or using the Confidential Information of the disclosing party to the extent that:

(i) It is or becomes generally known to the public without any breach by the receiving party of Section 12(b);

(ii) It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;

(iii) It is independently developed by the receiving party without use of the disclosing party's Confidential Information, as reasonably demonstrated by the receiving party; or

(iv) It is required by law to be disclosed, provided that the receiving party, to the extent not prohibited by law: (A) provides to the disclosing party as much notice as is practicable under the circumstances of such requirement; (B) provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures; and (C) discloses only such Confidential Information as the receiving party, upon advice of its counsel, believes is required to be disclosed.

**(d)** The obligations of this Section will continue for the longer of:

(i) Five (5) years after expiration or termination of this Agreement; or

(ii) The time during which the Confidential Information remains a trade secret (as that term is defined in the U.S. Defend Trade Secrets Act) of the disclosing party.

**(f)** The provisions of this Section 12 replace, preempt, and supersede, any confidentiality agreement, nondisclosure agreement, or similar agreement between the parties and/or their affiliates that existed prior to, or on, the Effective Date.

### **13. PRIVACY, DATA PROTECTION AND SECURITY**

**(a)** Without limiting the privacy and data protection requirements as specified in an applicable Partner Category Supplement, the parties agree that they may share contact, transactional, and lead information regarding their respective employees, partners, Customers, and prospects strictly in connection with the performance of this Agreement, and that such information, including but not limited to contact name, business phone number and email address and job title, may constitute personal information or personal data ("Personal Data") under applicable data protection laws. The parties shall use Personal Data only for purposes consistent with the terms of this Agreement. Unless otherwise expressly provided in the Partner Category Supplement, each party will act as a data controller as required by the applicable data protection laws with regard to such use and processing of any Personal Data and shall comply with their respective data controller obligations under applicable data protection laws (including providing all relevant notices and obtaining any informed consents required to share Personal Data with the other party). Each party shall implement appropriate

security measures designed to protect Personal Data under its control. In the event either party determines that Personal Data received from the other party has been subject to misappropriation or accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access that compromises the security, confidentiality or integrity of such Information, it will notify the other party without undue delay and in any event within 24 hours of becoming aware of such security breach.

**(b)** All transfers of Personal Data out of the European Union, European Economic Area, or Switzerland will be governed by the Standard Contractual Clauses as approved by the EU Commission Decision of 4 June 2021 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council or any further version approved by EU Commission Decision.

**(c)** Without limiting the security requirements as specified in an applicable Partner Category Supplement, Partner shall use industry-standard security measures appropriate for Partner's processing activities, which are adequate to preserve the confidentiality, integrity, and security of all data and comply with all applicable laws. As part of such industry-standard security measures, Partner shall: (i) have its employees attend annual security awareness training; and (ii) perform and validate background checks for all its employees prior to granting them access to any OneStream Offering(s), OneStream Materials, OneStream training, or implementing any OneStream Offering(s). Upon request by OneStream, Partner shall provide written certification as to Partner's compliance of the foregoing.

### **14. INSURANCE**

During the term of the Agreement each party will obtain and maintain, at its sole cost and expense, insurance coverage that is reasonably adequate to protect against the legal liabilities, losses, and damages, related to such party's performance under the Agreement. Any insurance coverage limits, or lack thereof, shall not be, and shall not be interpreted as, a limitation of a party's liability under the terms of this Agreement.

### **15. MISCELLANEOUS**

**(a)** OneStream Affiliates. OneStream may use its Affiliates to perform its operational obligations under this Agreement.

**(b)** No Exclusivity. The relationship created by the Agreement is not an exclusive relationship.

**(c)** Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, employee, or representative of the other party. Neither party to this Agreement shall have any right, power or authority to enter into any agreement for or on behalf of, act as agent, distributor, fiduciary or representative for, or partner of, or incur any obligation or liability of, or otherwise bind the other party. This Agreement, and any specific terms herein, shall not be construed to create an association, partnership, joint venture, employment, or principal/agent relationship between the parties. During the course of the Agreement, while the terms "partner" or "partnership" will be used to describe the relationship between Partner and OneStream, each party shall make it clear to the recipient of such description that those terms refer only to the spirit of cooperation that exists between Partner and OneStream, and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other. Neither party is responsible to any client or Customer of the other party for the quality of services or the performance of products furnished by

such other party. Each party is solely responsible for establishing the prices for its own products, services and associated deliverables, as applicable.

**(d) Anti-Bribery; Anti-Corruption.** Each party, and their subcontractors, employees, directors and officers, shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (Anti-Bribery Laws). The parties shall not engage in any activity, practice or conduct which would constitute an offense or could incur liability for the other party under Anti-Bribery Laws. Each party shall have, maintain and enforce, throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws. For the avoidance of any doubt, any amounts paid pursuant to the terms of this Agreement will be for OneStream Offering(s), services provided, and/or other fees incurred in accordance with the terms of this Agreement. Each party shall not, and shall ensure that its subcontractors, employees, directors and officers do not, accept bribes or kickbacks in any form. Each party, their subcontractors, employees, officers and directors shall be responsible for the observance and performance by such persons of the Anti-Bribery Laws and shall be directly liable to the other party for any breach by such persons of any of the Anti-Bribery Laws. Partner shall promptly report to OneStream any known violation of this Section.

**(e) Import/Export.** Notwithstanding any other provision of the Agreement, the parties agree that:

(i) Each OneStream application service(s), or Partner Solution, as applicable, is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the OneStream Offering(s) or Partner Solution ("Export Laws"). Partner agrees to comply with Export Laws that apply to Partner's use of each OneStream application service(s) or Partner Solution.

(ii) Partner represents and warrants that neither it nor any Permitted Entity or Authorized User is (A) an entity barred by the applicable Export Laws from participating in export activities (each a "Barred Entity") or (B) owned or controlled by a Barred Entity. A Barred Entity includes, but is not limited to, an entity located in any country subject to an embargo or other sanctions by the U.S. Government ("Embargoed Country"), which currently includes Cuba, Iran, North Korea, Russia, Syria, and Covered Regions of Ukraine (Crimea, Donetsk and Luhansk), or an entity designated on a "Denied Party List" maintained by the U.S. Government, including, but not limited to the U.S. Treasury Department's Specially Designated National's List administered by the Office of Foreign Assets Control and the U.S. Commerce Department's Entity List administered by the Bureau of Industry and Security.

(iii) Partner will not export, re-export, transfer, or otherwise use the Export-Controlled OneStream Offering(s) or Partner Solution in any Embargoed Country or allow any of its employees and affiliates to access any OneStream Offering(s) or Partner Solutions from any Embargoed Country.

(iv) Partner will not export, re-export, or transfer, either directly or indirectly, any OneStream Offering(s) or Partner Solutions to a Barred Entity or allow a Barred Entity to access any OneStream Offering(s) or Partner Solutions.

(v) Partner will not use any OneStream Offering(s) or applicable Partner Solution for any purpose or end use prohibited by Export Laws, including, but not limited to, the design, development, or production of nuclear, chemical, or

biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems. (vi) Partner shall promptly report to OneStream any known violation of this Section.

(vii) Without limiting Partner's payment obligations, Partner shall not make any payments to OneStream using a sanctioned financial institution.

(viii) Partner certifies and warrants that it will only provide Partner Solutions to OneStream and the end Customer under this Agreement that are classified under an Export Control Classification Number (ECCN) authorized for export, without an export license, to all countries and entities, except those in a country subject to a comprehensive embargo or other comprehensive sanctions by the U.S. Government ("Embargoed Country"), which currently includes Cuba, Iran, North Korea, Syria, and Covered Regions of Ukraine (Crimea, Donetsk and Luhansk), or an entity designated on a "Denied Party List" maintained by the U.S. Government, including, but not limited to the U.S. Treasury Department's Specially Designated National's List administered by the Office of Foreign Assets Control and the U.S. Commerce Department's Entity List administered by the Bureau of Industry and Security.

**(f) Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver shall be in writing and signed by the party claimed to have waived or consented. Non-enforcement of any term or provision herein shall not establish precedent or waiver of said term or provision in the future.

**(g) Severability.** If any provision, or any part of any provision, of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect.

**(h) Governing Laws and Forum.** This Agreement shall be governed exclusively by and construed and enforced in accordance with the laws of the State of Delaware without regard to its conflicts of laws rules. Any claim, suit, or cause of action arising out of, or relating to, this Agreement must be brought solely in the Delaware federal or state courts and each party consents to the personal jurisdiction of, and exclusive venue in, such courts.

**(i) Program Changes.** OneStream reserves the right, in its sole discretion, to update and make changes to this Agreement and the OneStream Partner Program at any time upon notice to Partner, whether by email, in a OneStream Partner Program portal, on its website, in writing or otherwise. If Partner does not agree with a change that is detrimental to Partner, Partners sole remedy is to stop participating in the OneStream Partner Program at its discretion by terminating this Agreement in accordance with Section 2(a). Otherwise, Partners continued participation in the OneStream Partner Program after the changes take effect will constitute Partner's acceptance of the changes.

**(j) No Assignment or Delegation.** Partner shall not assign all or any part of this Agreement, or any rights, responsibilities, obligations, or licenses hereunder, without OneStream's prior written consent. Any attempted transfer, assignment or delegation, including through merger, acquisition, reorganization, or by operation of law, in violation of the foregoing shall be void.

**(k) No Third-Party Beneficiary.** This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this Agreement.

**(l)** UCITA. The Uniform Computer Information Transactions Act (“UCITA”) will not apply to this Agreement.

**(m)** Injunctive Relief. Because unauthorized use or disclosure of Intellectual Property Rights or Confidential Information in breach of this Agreement might result in immediate and irreparable injury, for which monetary damages might not be adequate, if there is any actual or threatened breach of the receiving party’s confidentiality obligations or a party’s Intellectual Property Rights under this Agreement, then the aggrieved party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The rights in this Section 15(m) are in addition to any other rights under this Agreement, at law, or in equity.

**(n)** Force Majeure. Neither party will be in breach of this Agreement to the extent that its performance (other than payment obligations) is prevented or delayed by a force majeure event, including but not limited to, war, riot, severe weather, earthquake, volcanic eruption, act of terrorism, government action, pandemic, or other condition or circumstance not reasonably within the control of the affected party, provided that the affected party gives notice to the other party of the condition or circumstances and recommences performance promptly after the applicable condition or circumstance ceases.

**(o)** Notice. Unless specified otherwise in the Agreement, whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon delivery and addressed to the addressee at the address stated in the applicable Partner Schedule. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

**(p)** Full Agreement, Merger and Integration. This Agreement, including these OneStream Partner Program Universal Terms, the applicable Partner Category Supplement, and the Partner Schedule executed by the parties, sets forth the entire agreement and understanding of the parties hereto concerning the subject matter hereof and supersedes and replaces all prior agreements, arrangements, and understandings between the parties. No additional or conflicting term in a purchase order, other document, or procurement system will have any effect and OneStream may accept and process such forms as an administrative convenience to the parties without being deemed to have accepted any additional or different term. This Agreement may not be amended, modified, superseded, cancelled, waived or discharged in whole or part except by an instrument in writing signed by both parties.