TRAINING SUBCRIPTION TERMS AND CONDITIONS
Navigator Passport Subscription

These Training Subscription Terms and Conditions (the "Terms and Conditions") apply to the purchase by the OneStream customer or partner (referred to herein as the "Customer") identified on the above Order Schedule. Except as otherwise expressly provided herein, these Terms and Conditions are subject to, incorporate by reference, and are deemed to be a part of, (i) the SaaS or subscription agreement entered into between the parties, if Customer is a OneStream customer, or (ii) the Marketing Affiliate Agreement, Subcontracting Agreement, or the other agreement entered into place between the parties, if Customer is a OneStream partner (the underlying agreement together with all Attachments, Order Schedules, Statements of Work, and other documents expressly referred to as the "Agreement"). These additional Terms and Conditions shall apply only to the applicable Subscription(s) specified in the above Order Schedule and not to 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 in force upon the Effective Date of the Order Schedule above.

1.   SCOPE. These Terms and Conditions govern Customer's purchase of OneStream subscriptions (the "**Subscription**") to access and receive certain Eligible Training Services (as defined below).

2.   TRAINING SUBSCRIPTION.

(a)   Benefits. A Subscription is for a one (1) year term (unless otherwise agreed by the parties in an Order Schedule) under which OneStream gives Customer one (1) personal and non-transferable Subscription seat for one (1) named Customer Beneficiary (or on an Enterprise basis as further detailed in the Order Schedule) to access certain Eligible Training Services via the OneStream Learning Management System, currently Navigator (the "**LMS Platform**"). Each Subscription will immediately and automatically expire upon the expiration of its one (1) year term, unless otherwise agreed by the parties in writing.

(b)   Enrollment. Customer can enroll in a Subscription via the (i) LMS Platform, or (ii) execution of an Order Schedule with OneStream. Each Subscription must be activated by Customer by redeeming the corresponding activation code within 3 weeks of its receipt, with the exception of OneStream partners who purchased the Passport Enterprise offering for which the activation code will remain valid for the term of their applicable Order Schedule.

(c)   Beneficiaries. Customer may use a Subscription for the benefit of its own employees, agents, and contractors acting on its behalf, provided Customer shall be liable for such agent's compliance with this Agreement (each of the foregoing natural persons, a "**Beneficiary**").

3.   ELIGIBLE TRAINING SERVICES.

(a)   Eligible Training Services. Subscription Training Services that a Customer's Beneficiary may register for and receive on the LMS Platform are online, on-demand, and self-led training classes as specified on the LMS Platform (the "**Eligible Training Services**"). These Eligible Training Services are at OneStream's entire discretion and subject to any restrictions agreed by the parties in this Agreement and in the Training Terms and Conditions. The Subscription may only be used by Customer for the Eligible Training Services available on the LMS Platform.

(b)   Training Terms and Conditions. The receipt of any Eligible Training Services by Customer or any of Customer's Beneficiaries as per these Terms and Conditions shall be subject to the acceptance of the then-current Training Terms and Conditions then made available by OneStream.

4.   FEES, EXPENSES & TAXES. The fees to be paid by Customer to enroll into a Subscription must be paid by Customer upon purchase annually in advance either (i) on the LMS Platform directly, or (ii) upon the execution of an Order Schedule by the parties. Except as otherwise expressly provided, OneStream will not pay any expenses incurred by Customer in relation to the Subscription or receipt of Eligible Training Services. All amounts due to OneStream hereunder shall be paid by Customer in the currency indicated by OneStream upon purchase or in the applicable Order Schedule.

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 right, title, and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the Eligible Training Services.

6.   ADDITIONAL TERMS.

(a)   Termination by Customer without cause. In case of termination of the Agreement for Customer's without cause (if and as provided under the Agreement) or for any other reason except OneStream's material breach, the Subscription will automatically terminate. Notwithstanding the foregoing, any fees due for the entire term of the applicable Order Schedule and then unpaid will remain become immediately due by Customer without 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 Passport Subscription will be limited to the amount of fees paid by Customer 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