

SCA PACKAGE TERMS AND CONDITIONS

Strategic Customer Advisory

These SCA Package Terms and Conditions (the “Terms and Conditions”) govern the purchase by a OneStream customer (referred to herein as the “Customer”) of OneStream Strategic Customer Advisory Package (a “**SCA Package**”), as defined below. Except as otherwise expressly provided herein, these Terms and Conditions are subject to and incorporate by reference the SaaS or Subscription License Agreement entered into between the parties (the underlying agreement together with all these Terms and Conditions, Attachments, Order Schedules, Statements of Work, and other documents together expressly referred to as the “Agreement”). In addition, the Professional Services provided under the SCA Package shall be governed by (i) if the SaaS Agreement includes a Professional Services Addendum, such Addendum; or (ii) if the SaaS 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/>. These additional Terms and Conditions shall apply only to the Professional Services specified in the applicable SCA 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 in force upon the Effective Date of the applicable SOW.

1. SCOPE.

(a) **In-scope activities.** As part of the SCA Package, and subject to the terms of the SCA SOW and any other applicable terms, OneStream will, as requested by the Customer during the Term:

- provide guidance and oversight of Customer requirements and programme road map;
- provide feedback on technical design (shared with both Customer and Customer’s chosen Partner for the implementation of OneStream (“Partner”) and participate in SteerCo on key design decisions/arbitration;
- provide feedback on build design/targeted prototype, before Customer undertakes user acceptance (both user acceptance and performance oriented);
- act as an escalation point for Customer’s Architect in terms of design or performance considerations;
- act as an escalation point for OneStream related items during the Term;
- provide programme guidance and input directly into the Steering Group (participation to operational SteerCo);
- support programme governance on risk and issues management, design and development change management control, etc.;
- collaborate across OneStream departments, smoothing processes with multiple parties engaged across a programme (e.g., Technical integration, Cloud Infrastructure Design, and Technical Support);
- assist the customer to Transition to OnePass (CRCS) if service purchased by the Customer after GoLive.

(b) **Out-of-scope activities.** The SCA Package does not include:

- activities related to the direct implementation of the OneStream SaaS offering including application build or development support;
- Project Management (PMO) activities;
- business change management / Business process transformation services;
- Finance Transformation Advisory;
- Customer support ticket triage;
- enhancement requests follow up;
- after Go-live support;
- Staff augmentation.

2. CUSTOMER OBLIGATIONS AND PROJECT ASSUMPTIONS

(a) Customer acknowledges that its timely provision of and access to office accommodations, facilities, equipment,

networks, systems, personnel, assistance, cooperation, complete and accurate information and data from Customer (and its Partner’s) officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of the SCA Package. OneStream will not be responsible for any deficiency in performing its obligations under the SCA Package if such deficiency results from Customer’s failure to provide full cooperation.

- (b) Customer shall provide access to all reasonably requested networks, applications, shared network folder or collaborative tool, internet, VPN access, data structures, documentation, applications, and databases to the extent reasonably necessary for OneStream to provide the SCA Package. Customer will limit OneStream’s access to any production environment or shared development environments to the extent necessary for OneStream its obligations under this SOW.
- (c) Customer will ensure that the Strategic Customer Advisory services as detailed in this SOW will not be adversely impacted by other projects or initiatives currently underway at Customer. OneStream is not responsible for adverse impact to the professional services arising from other concurrently scheduled projects or initiatives.
- (d) Customer will ensure that its agents and third parties provide full and timely cooperation to the OneStream project team.
- (e) Customer will work with OneStream guidance to identify best practices to handle all organizational change management activities associated with solution adoption including, but not limited to, corporate communications, business process changes, and procedural or policy changes.
- (f) Customer will ensure that subject matter experts (“SMEs”), data base analysts (“DBAs”), solution architects, and business analysts with authority to make configuration decisions attend all project workshops and provide insight into business processes and technical needs.
- (g) Customer will designate an executive sponsor who shall (i) oversee and ensure Customer performance of the obligations you are tasked with during the performance of professional services, and (ii) establish a direct line of communication with OneStream’s SCA Director in order to discuss the services (both on an informal basis and in a formal steering committee capacity), and (ii) make timely decisions on Customer’s behalf.

- (h) Customer will designate a project manager who shall (i) oversee and ensure Customer's performance of the obligations you are tasked with during the performance of services, and (ii) be working directly with the OneStream SCA personnel assigned to the engagement to support the performance of services. Customer is responsible for all project management activities, including, but not limited to, project plan maintenance, status reports, status meetings, and project financials. Customer understands and agrees that Customer will remain responsible for professional services performed by OneStream under this SOW for project administration purposes.
- (i) The SCA Package consists of advisory services only. OneStream shall not be responsible for the implementation and/or configuration of Customer's OneStream environment. Customer will be in charge of all decisions and directions made with respect to the implementation, its selected partner, its staff and any associated communications.

3. FEES AND EXPENSES.

- (a) The fee due by Customer for the SCA Package is set out in the applicable OnePass SOW. The SCA Package set out herein. Such fee shall be invoiced in advance in equal monthly amounts commencing on the Effective Date of the applicable SCA SOW and for the SCA Term. 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 SaaS Agreement.
- (b) 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.
- (c) OneStream consultants will work both on-site and remotely during the project. No travel-related expenses will be charged for any work performed remotely. All travel related expenses, if applicable, shall be subject to OneStream's Travel Expense Policy available at www.onestream.com/saas-terms-and-conditions/.

4. 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 SCA Package Professional Services.

5. ADDITIONAL TERMS.

- (a) **Termination by Customer without cause.** Notwithstanding any conflicting terms in applicable Professional Services Addendum or the SaaS Agreement between the parties, the SCA Package 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, even 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 SCA Package will be limited to the amount of fees paid by Customer under this SOW for the SCA Package.

- (c) **Order of Precedence.** In the event there is any conflict between the provisions of the SaaS 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 SaaS Agreement remain in full force and effect and are hereby ratified.