

# Time & Materials Engagement – Scope Based Professional Services

## TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) govern the purchase by a OneStream customer or Partner (referred to herein as the “Customer”) of scope-based Professional Services on a time and materials basis where OneStream will perform Professional Services, as further set out in the applicable SOW. 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 Terms shall apply only to the Professional Services specified in the applicable SOW and not to other Professional Services provided by OneStream. Capitalized terms used, but not otherwise defined, in these Terms shall have meanings in the Agreement (defined below). These Terms shall enter in force upon the Effective Date of the applicable SOW.

### 1. RESOURCES MANAGEMENT.

- a) OneStream resources will not perform Professional Services hereunder on holidays recognized by OneStream or on weekends, except where agreed between the parties in writing.
- b) 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.
- c) If billable time has been scheduled, and Customer causes the scheduled services to be cancelled within five (5) business days, OneStream may bill 50% of the scheduled time (“Cancellation Charge”) to Customer, and Customer agrees to pay said Cancellation Charge on the next applicable invoice.
- d) All amounts due to OneStream hereunder shall be paid by Customer in the currency indicated in the SOW. All invoices are payable within 30 days of invoice date unless otherwise agreed in the Agreement.
- e) All travel related expenses, if applicable, shall be subject to OneStream’s Travel Expense Policy available at <https://onestreamsoftware.com/partner-program-terms-and-conditions/> for OneStream partners or [www.onestream.com/saas-terms-and-conditions/](https://www.onestream.com/saas-terms-and-conditions/) for OneStream customers.

### 2. CHANGE ORDER PROCEDURE.

- a) Either party may request a modification to the SOW. In the event of an agreed modification, OneStream will prepare a draft “Change Order” that contains, at least, the impact on the applicable SOW plans and tasks including any impact on any applicable delivery dates and costs. A Change Order shall be considered binding upon its signature by both parties.
- b) If Customer rejects any Change Order OneStream will endeavor to proceed to fulfil its obligations under the applicable SOW without the required change as far as reasonably possible. The parties will attempt to reach agreement on the Change Order by way of discussions and escalate to senior management as necessary.

### 3. ONESTREAM RESPONSIBILITIES.

- a) OneStream will provide the Professional Services detailed in Attachment A of the applicable SOW.
- b) OneStream’s resources will work both on-site and remotely for the performance of the SOW. No travel related expenses will be charged for any work performed remotely.
- c) OneStream will be responsible for leading analysis and design workshops and providing agendas.

### 4. CUSTOMER OBLIGATIONS.

Customer shall:

- a) Identify, schedule, and facilitate the necessary requirements gathering, analysis, design, and implementation planning sessions with Customer business user representatives and project team members, all according to the schedule agreed between the parties.
- b) Ensure that it allocates personnel with appropriate skill and authority to the SOW in order to (i) meet Customer obligations and (ii) provide OneStream with reasonably requested items relating to its obligations, which may include but are not limited to: network access, data structures, documentation, applications, interface files, databases, collaborative tools and artifacts.
- c) Develop necessary end user documentation (unless otherwise agreed in Attachment A of the applicable SOW), including, but not limited to, job aids, specific business practices and data examples documentation, and organization/end-user specific policies and procedures.
- d) Define, plan and conduct a production cutover strategy with related tasks, including, but not limited to, the production transition/migration tasks, production data load, and production cutover that meets timelines required to support the services.
- e) Perform any and all data conversion activities, including, but not limited to, data cleansing, validation, reconciliation, quality control, and reviewing and certifying that all data is accurate and properly mapped.
- f) 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.

- g) 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) work directly with the OneStream project manager on a daily basis to support the performance of services. If Customer is performing all project management activities without a OneStream Project Manager, the Customer is responsible for all project management activities, including, but not limited to, project plan maintenance, status reports, status meetings, and financials. Notwithstanding the foregoing, any OneStream project management hours agreed by the parties shall be guided by the RASCI and billable to Customer.
- h) Be responsible for professional services related to project administration where OneStream expends time and materials.
- i) Meet the turnaround time, if any, specified in the SOW for the associated request type, in order to facilitate efficiency. In the event that Customer becomes unable to meet a turnaround time, it shall immediately notify OneStream, and the parties may mutually agree on an alternative timeframe via a Change Order. If no mutual agreement as to an alternative timeframe can be reached within two business days of notification by Customer, Customer shall be responsible for any fees associated with the adverse impact to the timeline.

## 5. ASSUMPTIONS

- a) All written documentation and communications will be in English, unless otherwise agreed between the parties.
- b) OneStream's Project Implementation Methodology ("PRIME") will be used for the implementation. Where some of the PRIME activities are not necessary, such activities will not be included within the SOW estimate.
- c) Any timelines or expected completion dates discussed with Customer are estimated dates and are intended for planning purposes only. OneStream does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Customer's obligation to pay for Professional Services performed hereunder.
- d) If a milestone is not signed off within 5 business days, such milestone will be considered automatically approved by Customer.
- e) Customer is responsible for the quality of their financial data in their general ledgers and other systems related to the provided services.

## 6. ADDITIONAL TERMS.

- a) **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 Professional Services covered by any applicable SOW will be limited to the amount of fees paid by Customer under this SOW.

- b) **Order of Precedence.** In the event there is any conflict between the provisions of the Agreement, these Terms and the SOW the following order of precedence shall apply: (i) SOW, (ii) Agreement and (iii) these Terms.