

# SUPPORT SERVICES AND SERVICE LEVELS

1. **Defined Terms.** The following defined terms are in addition to other defined terms in the Agreement.

- (a) "Available" and "Availability" means the production instance of the Service can be accessed by Authorized Users during a calendar month, excluding Scheduled Downtime.
- (b) "Base Location", unless specified otherwise, refers to the locality indicated in the address section of the Order Schedule.
- (c) A "Business Day" is a Monday, Tuesday, Wednesday, Thursday, or Friday.
- (d) "Business Hours" means 8:00 am to 6:00 pm on Business Days in the Base Location or, if a Base Location is not specified, US Eastern Time (UTC -5 during US Standard Time and UTC -4 during US Daylight Saving Time).
- (e) "Scheduled Downtime" means such time as OneStream designates with at least 72 hours' notice, such time to occur between 10:00 pm UTC Saturday and 10:00 pm UTC on the next succeeding Sunday and a maximum of 12 hours during any calendar month.

2. **Support Services.**

- (a) OneStream will provide to Customer telephone technical assistance and general support of the Service, by web session or telephone technical assistance, after Customer initiates a customer support case on the customer support portal, 24 hours per day, seven days per week, except public holidays in the time zone in which the Base Location is located (if designated) in the applicable Order Schedule or, if not so designated, US Eastern Time. Such support includes providing guidance and isolating, documenting, and finding work-arounds for problems or error messages.
- (b) OneStream will provide to Customer access to OneStream support systems such as one or more support portals and the ability to create support requests. For all support requests Customer will specify the initial Severity Level (see Table 1).
- (c) Direct support is limited to six (6) named direct-support contacts.

3. **Updates.**

- (a) OneStream will provide support for the underlying software facilitating the Services in accordance with the OneStream Product Support and Maintenance Policy available at [www.onestream.com/saas-terms-and-conditions](http://www.onestream.com/saas-terms-and-conditions).
- (b) When OneStream makes available an Update, it will post information about the availability, timing, and release notes with respect to such Update by such means (e.g., a OneStream portal) as it then uses to communicate such information to its users generally. OneStream will install and configure each Update as and when OneStream makes the same available to similarly situated users generally.
- (c) Customer may request that an Update not be applied and OneStream will use commercially reasonable efforts to

accommodate any such request. OneStream will have no obligation to delay an Update if the Update is critical for functionality, patches a security issue, or is similarly essential.

(d) **Exclusions.** OneStream's obligations to provide the Support Services or be liable for failure of Availability will be reduced to the extent that the failure of the Service to conform to the Documentation is caused by:

- (i) Use of the Service other than in accordance with this Agreement or the Documentation;
- (ii) Customer's failure to accept an Update proffered by OneStream that would cause the Service to conform to the Documentation.

4. **Service Levels.**

(a) **Availability Requirement.**

- (i) OneStream will make production (i.e., not development, test, sandbox, nonproduction, or pre-release) instances of the Service(s) Available at least 99.9% of the time each full calendar month during the Applicable Term other than during Scheduled Downtime (the "Availability Requirement").
- (ii) Failure of Availability begins upon Customer opening a support case for the lack of Availability and ends when OneStream restores Availability.

(b) **Support Service Response.** OneStream will provide support services in accordance with Table 1.

(c) **Service Level Failure and Service Credit.**

- (i) **Generally.** If OneStream fails to meet the applicable Availability Requirements (a "Service Level Failure") OneStream will give to Customer a Service Level Credit as follows.
  - (A) For the second Service Level Failure in a period of six consecutive calendar months, a Service Credit of 10% of the fees for the calendar month during which the second Service Level Failure occurred; and
  - (B) For the third Service Level Failure in a period of six consecutive calendar months, a Service Credit of 20% of the fees for the calendar month during which the third Service Level Failure occurred.

(d) **Administration of Service Credits.**

- (i) Customer must report the Service Level Failure to OneStream promptly on becoming aware of it, by opening a support case.
- (ii) Customer must request such Service Credit within 30 calendar days after the Service Level Failure.
- (iii) Any Service Credits payable to Customer will be issued to Customer on the invoice following receipt by OneStream of the request.
- (iv) Service Credits are Customer's sole remedy, and OneStream's sole obligation, with respect to Service Level Failures.

**Table 1**

<b>Severity Level</b>	<b>Definition</b>	<b>Time to Initial Response</b>	<b>Resolution Effort</b>
<b>Business Critical</b>	Problem that causes Service to fail to be Available to all or substantially all Authorized Users. No reasonable workaround is available.	Two hours from reporting.	Continuous efforts, 24 hours a day, seven days a week, from initial response to resolve the problem or cause the effect to qualify for a lower severity level, such as a reduction to "Urgent".
<b>Urgent</b>	Problem that causes Service to fail to be Available for a majority of users or with respect to a critical function of the Service. No reasonable workaround is available.	Four hours from reporting.	Continuous efforts, during Business Hours, from initial response (or downgrade from higher severity level) to resolve the problem or cause the effect to qualify for a lower severity level
<b>Normal</b>	Problem that causes Service to fail to be Available for some, but not a majority, of users, or with respect to a non-critical function of the Service. Reasonable workaround is available to users in the short term while a longer-term resolution is implemented.	One business day from reporting.	Commercially reasonable efforts from acknowledgement (or downgrade from higher severity level) to fix the problem or cause the effect to qualify for a lower severity level.
<b>Low</b>	Service is functioning in all material respects. Customer's work is not materially adversely affected.	One business day from reporting.	Future release of the Service.