

## SaaS AGREEMENT

This SaaS Agreement ("Agreement") governs Customer's access and use of the OneStream Services and is effective on the Order Schedule Effective Date. By executing an Order Schedule, the parties (each a "Party" and, collectively, the "Parties") agree to the terms of this Agreement.

### 1. DEFINITIONS.

(a) "**Applicable Term**" means the Service term stated in an Order Schedule.

(b) "**Authorized User**" means an individual who is an employee or agent of Customer, or a Permitted Entity, and who is allocated privileges ("**Named Users**") as further specified in Section 1(h) and (i). Authorized Users may also include Customer's agents, contractors, and/or professionals provided: i) they use the Service for the sole benefit of Customer under the terms of this Agreement; and ii) they are under obligation of non-disclosure substantially similar as the confidentiality terms in Section 13. Customer shall be responsible for the acts and omissions of all such Authorized Users.

(c) "**Customer**" means the entity set out in the Order Schedule as customer.

(d) "**Customer Data**" means information that Customer provides for loading, storage, or processing using the Service(s) and such output of the Service as results from the operation of the Service(s) on that data.

(e) "**Demarcation Point**" means the outermost point on OneStream's network perimeter with the public Internet (either primary or failover).

(f) "**Documentation**" means the then-current OneStream user guides and manuals for use of the Service, including but not limited to the Service Description, in written or electronic form, and so designated by OneStream. During the Applicable Term OneStream will not change the Documentation from the then-current Documentation in a manner that materially reduces or changes the described functionality in a way that is generally adverse to users of services that are substantially similar to Customer.

(g) "**Effective Date**" means the date on which the Order Schedule was executed by the parties which incorporates this Agreement by reference.

(h) "**Named Interactive User**" privileges with respect to an Authorized User permit one Authorized User to access all functionality of the Service.

(i) "**Named View User**" privileges with respect to an Authorized User permit one Authorized User to view all data, reports, and dashboards in the production environment. Named View User privileges do not permit the Authorized User to load, calculate, consolidate, certify, or change data in any way.

(j) "**OneStream**" means OneStream Software LLC.

(k) "**Order Schedule**" means a OneStream ordering document which may include information such as, but is not limited to, number of Named Users, Applicable Term, and fees, which is executed and delivered by the parties.

(l) "**Permitted Entity**" means a corporation, company, partnership, joint venture, or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Customer where "**control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities, by contract, or otherwise.

(m) "**Professional Services**" means consulting services as set out in a statement of work executed between the parties.

(n) "**Service**" means a OneStream SaaS product identified in an Order Schedule, as further described in the Documentation.

(o) "**Service Limits**" means the maximum allocation of virtual computing resources that is provided with the Service, as further specified in the Documentation.

(p) "**Support Services**" means the then current support services as specified in Support Service and Support Levels found at: <https://onestreamsoftware.com/saas-support>

(q) "**Update**" means a release, version, or bug fix with respect to the Service that OneStream makes available to its customers at no additional charge in excess of the service fees for the applicable Service(s). Updates do not include any Service, software, services, or future products that OneStream offers separately.

### 2. STRUCTURE.

This "Agreement" consists of this SaaS Agreement, together with the Data Processing Agreement as specified on the Order Schedule and incorporated by reference into this Agreement, all Attachments, Order Schedules, and Statements of Work associated with this SaaS Agreement.

### 3. SERVICE.

(a) OneStream will, during the Applicable Term, make available to Customer the Service(s) at the Demarcation Point according to the service levels stated in the Support Services, solely for the internal business operations of Customer and the Permitted Entities.

(b) Customer may, during the Applicable Term, make available the Service(s) to Authorized Users solely for the internal business operations of Customer and the Permitted Entities. For the avoidance of doubt, if an entity ceases to be a Permitted Entity, the right of Customer to permit such entity, or its Authorized Users, to use the Service(s) will end.

(c) Customer may allocate and reallocate, and permit Permitted Entities to allocate and reallocate, Named User privileges among Authorized Users, provided that the frequency and/or nature of such allocation and/or reallocation does not have the effect of permitting more than Authorized Users to use the Service. Examples of permitted and non-permitted activities and uses follow.

(d) Customer will be liable to OneStream for all acts or omissions of any Permitted Entity and/or Authorized User that would, if committed or omitted by Customer, be a breach of this Agreement.

### 4. DATA SECURITY.

OneStream will provide the Service(s) using the data security processes, and according to the terms, found at:

<https://onestreamsoftware.com/saas-security>

### 5. USE RESTRICTIONS.

(a) Except as expressly permitted by this Agreement, Customer may not, and may not allow any third party to: (i) decompile, disassemble, decrypt, or reverse-engineer any Service; (ii) remove any product identification or proprietary-rights notices from any Service or the Documentation; (iii) sell, lease, lend, or otherwise make available any Service to a person other than a Permitted Entity or Authorized User as permitted by Section 3(b); (iv) use a

Service for the benefit of any person other than Customer or a Permitted Entity, whether for timesharing, service bureau, or other purposes; (v) modify, or create derivative works of, any Service (it being understood that mere configuration of a Service as contemplated by the Documentation is not a modification or the creation of a derivative work); (vi) use any virtual session, automated process, scheme by which multiple natural persons use a Service, or any other means (including, but not limited to, artificial intelligences) to make greater use of any Service than is permitted under the user privileges specified in this Agreement and/or the applicable Order Schedule; (vii) use the Service in a manner not consistent with the Documentation; or (viii) otherwise use any Service except as expressly provided in this Agreement.

(b) Upon OneStream's request, which shall not be more than once annually unless OneStream has a reasonable belief that a violation of the Agreement has occurred, Customer will run and provide OneStream the usage reports as available in the Service for product verification purposes only. Such reports are for verification of usage compliance only and shall contain no other Customer Data or Confidential Information. If such reports reveal an actual use of the Service in excess of either: i) Customer's purchased Named User permissions; or ii) the Service Limits specified in the Documentation, OneStream will notify Customer and Customer shall within thirty days thereafter either: x) rectify such unpermitted excess use; or y) regarding 5(b)(i), purchase the additional Named Users corresponding to Customer's actual use of Named Users; or z) regarding 5(b)(ii), Customer will cooperate with OneStream to address any applicable burden on the Service for such excess usage or pay an additional mutually agreed upon fee.

## **6. SUPPORT AND PROFESSIONAL SERVICES.**

(a) OneStream will provide to Customer Support Services during the Applicable Term.

(b) Where Customer requires Professional Services with respect to the Service in excess of Support Services (including, but not limited to, integration and configuration), the parties will contract for such services under the terms stated in Attachment A (Professional Services Program). A breach by a party with respect to Professional Services will not itself be a breach by that party with respect to other Services.

## **7. TERM.**

(a) The Applicable Term shall commence as specified on each Order Schedule and continue for the period as specified therein.

(b) If OneStream or Customer has not, by the date that is 60 days prior to the end of the then-current Applicable Term, given notice to the other party that it intends to not renew the Service(s), the Service(s) set out in the applicable Order Schedule will automatically renew for an additional three years. OneStream may increase the price during any renewal term by up to the increase in CPI (US Consumer Price Index All Items Urban Consumers) as published by the US Department of Labor for the most recent 12 month period above the pricing effective at the end of the Applicable Term prior to the renewal period.

## **8. PAYMENT TERMS AND TAXES.**

(a) OneStream shall invoice for Service fees annually in advance at the beginning of the Applicable Term. OneStream shall invoice for Professional Services upon the earlier of (i) completion of the Professional Services or (ii) monthly in arrears on the first day of the calendar month that follows the date during which the Professional Services are performed.

(b) All amounts under this Agreement that are not subject to a good faith dispute of which Customer has given OneStream written notice are due within 30 days after the date of the invoice. If Customer fails to timely pay any amount as required by this

Agreement, Customer will pay to OneStream late fees at the lower of 1% per month or the highest rate permitted by law.

(c) All amounts shall be billed in the currency stated in the Order Schedule executed by the parties.

(d) Customer will pay all sales, use, VAT, GST, or other comparable taxes associated with the Service, Support Services, Professional Services, or other goods, or services provided pursuant to this Agreement but excluding taxes on OneStream's income ("Taxes"). OneStream will, according to state or other applicable law, invoice and remit Taxes to the applicable taxing authority on Customer's behalf.

(e) Customer will make all payments without reduction for any Taxes. Where withholding tax could apply, Customer shall provide to OneStream such evidence as OneStream reasonably requests to establish that such Taxes have been paid.

(f) No Customer requirement for purchase order numbers or other clerical or similar requirements will delay or reduce any Customer obligation under this Agreement.

## **9. REFERENCE.**

OneStream will not use Customer's trademarks or trade dress in any press release or public promotional communication. Notwithstanding the foregoing, OneStream may include Customer's name in a confidential list of OneStream's customers that OneStream may provide to OneStream's potential customers.

## **10. TERMINATION.**

(a) Either party may terminate the applicable Order Schedule upon notice to the other party if:

- (i) The other party materially breaches this Agreement and fails to cure such material breach within 30 days (10 days for payment obligations) 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); or
- (ii) 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 or winding up.

(b) Termination is not an exclusive remedy.

(c) Upon expiration or termination for any reason of the Agreement or the applicable Order Schedule:

- (i) All of Customer's rights and use of the Service will immediately cease; and
- (ii) OneStream will, at Customer's request made at any time prior to the 10<sup>th</sup> calendar day after the effective date of termination, provide to Customer, in industry-standard electronic form, a copy of such Customer Data as OneStream then holds using the Services.

(d) If Customer terminates this Agreement under Section 10(a), OneStream will refund to Customer any prepaid fees that Customer has by then paid but that OneStream has not earned, whether by performance or passage of time.

(e) The provisions of Section 13 will survive according to their terms. The provisions of Sections 1, 8, 10, 12, 14, and 16 will survive indefinitely after termination of this Agreement.

## **11. WARRANTY.**

(a) OneStream warrants that, during the Applicable Term, the Service will conform in all material respects to OneStream's then-current Documentation for such Service.

(b) The warranty in Section 11(a) will not apply to the extent that: (i) the Service is not used in accordance with this Agreement or the Documentation; (ii) the Service or any part thereof has been modified other than by OneStream or with OneStream's written approval; or (iii) Customer fails to accept an Update proffered by

OneStream that would cause the Service to conform to the warranty.

(c) To claim the benefit of the warranty in Section 11(a), Customer must; (i) notify OneStream of the non-conformity and (ii) provide to OneStream sufficient detail to allow OneStream to reproduce the nonconformity.

(d) ONESTREAM'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE WARRANTY IN SECTION 11(a) SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SERVICE, UNLESS, IN ONESTREAM'S OPINION, SUCH REPAIR OR REPLACEMENT WOULD BE INADEQUATE OR IMPRACTICAL, IN WHICH CASE ONESTREAM WILL REFUND: I) ANY PREPAID FEE THAT CUSTOMER HAS PAID BUT THAT ONESTREAM HAS NOT EARNED, WHETHER BY PERFORMANCE OR PASSAGE OF TIME; AND II) THE FEES PAID FOR THE LAST 90 DAYS FOR THE APPLICABLE SERVICE AND CUSTOMER WILL THEREUPON CEASE ALL USE OF THE SERVICE AND THE APPLICABLE ORDER SCHEDULE (AND, IF NO OTHER ORDER SCHEDULES ARE THEN ACTIVE, THIS AGREEMENT) WILL TERMINATE.

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING AS SPECIFIED IN SUPPORT SERVICES:

- (i) ONESTREAM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE;
- (ii) ONESTREAM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; AND
- (iii) ONESTREAM MAKES NO WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT, INFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS FOR PURPOSE.

(f) The Service operates utilizing public networks, including the internet, which is not under the control of OneStream and is inherently insecure. OneStream makes no representations, warranties, or guarantees of any kind, express, implied, statutory, or otherwise, oral or written, with respect to the performance or security of any public network.

## **12. INTELLECTUAL PROPERTY INDEMNITY.**

(a) OneStream will indemnify, defend, and hold harmless Customer and each Permitted Entity from any claim by a third party that the Service infringes upon that third party's patent, copyright or trademark, or misappropriates that third party's trade secret, provided that: (i) Customer gives to OneStream prompt notice of the claim; and (ii) Customer and each Permitted Entity give to OneStream sole control of the defense and/or settlement of the claim and reasonable assistance in conducting such defense and/or settlement. OneStream will reimburse all reasonable out-of-pocket expenses incurred by Customer in providing such assistance. OneStream will not, without Customer's written consent (which consent Customer will not unreasonably withhold) enter into any settlement agreement that binds an indemnitee that involves any substantive term other than the payment by OneStream of money and the release of the liability of the indemnitee.

(b) Customer will indemnify, defend, and hold harmless OneStream from any claim by a third party that any software uploaded or used by Customer in the Service (including through the OneStream code editor function which allows Customer to write or otherwise insert business rules and formulas), infringes upon a third party's patent, copyright or trademark, or misappropriates a third party's trade secret, provided that: (i) OneStream gives to Customer prompt notice of the claim and (ii) OneStream gives to Customer sole control of the defense and/or settlement of the claim and reasonable assistance in conducting

such defense and/or settlement. Customer will reimburse all reasonable out-of-pocket expenses incurred by OneStream in providing such assistance. Customer will not, without OneStream's written consent (which consent OneStream will not unreasonably withhold) enter into any settlement agreement that binds OneStream that involves any substantive term other than the payment by Customer of money and the release of the liability of the indemnitee.

(c) OneStream's obligations under Section 12(a) will be reduced to the extent that the claim arises out of, or relates to: (i) goods, services, or software not supplied by OneStream under this Agreement; (ii) use of the Service in a manner not expressly authorized by this Agreement; (iii) customizations, modifications, alterations or changes (other than mere configuration as contemplated by the Documentation) not approved in writing by OneStream; (iv) combination of the Service with other goods, services, processes, or software where the alleged infringement would not exist but for such combination; (v) Service that is not the most current release and version if infringement would be avoided by use of the most current release or version; or (vi) Customer's continuation of the allegedly infringing activity after being notified thereof.

(d) If the Service infringes upon a third party's proprietary right or if OneStream reasonably believes that the same is likely to occur, OneStream may, at its option (in addition to, and not in lieu of, OneStream's obligations under Section 12(a)), (i) procure for Customer the right to continue use of the Service; (ii) provide a modification to the Service so that its use becomes non-infringing; (iii) replace the Service with software that is substantially similar in functionality and performance; or (iv) if options (i) - (iii) are not commercially reasonable, then refund to Customer such Service or other fees as Customer has by then paid but that OneStream has not earned by performance or the passage of time, whereupon Customer will cease using the Service and destroy or return the Service to OneStream and this Agreement will terminate.

(e) This Section 12 states OneStream's sole obligation, and Customer's exclusive remedy, for any claim of infringement, violation, or misappropriation of intellectual property or other proprietary rights.

## **13. 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.

(b) Each party, as a receiving party, will do the following things 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 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 employees, agents, contractors, and professionals 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 employee, agent, contractor, or professional 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) 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 13 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 13(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; 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) Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing party, for which monetary damages might not be adequate, if the receiving party or any officer, director, employee, agent, professional, or contractor of the receiving party uses or discloses Confidential Information or any such person is likely to use or disclose Confidential Information in breach of the receiving party's obligations under this Agreement, the disclosing party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The rights in this Section 13(d) are in addition to any other rights of the disclosing party under this Agreement, at law, or in equity.

(e) The obligations under this Section 13 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 Uniform Trade Secrets Act) of the disclosing party.

(f) The provisions of this Section 13 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.

#### **14. RIGHTS.**

(a) OneStream shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or other proprietary rights in: (i) each Service and all derivatives, improvements, enhancements or modifications thereto; and (ii)

any software, applications, inventions or other technology developed in connection with the Services, including those developed through Professional Services.

(b) Customer shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or proprietary rights in, Customer Data. Customer shall have the right to access their Customer Data during the Applicable Term as specified in the Support Services.

#### **15. LIMITATION OF REMEDIES AND DAMAGES.**

(a) Except in the case of OneStream's gross negligence, willful misconduct, fraud, obligation under Section 12 (Intellectual Property Indemnity), or breach of an obligation under Section 13 (Confidentiality), regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability, or other theory:

(i) ONESTREAM'S AGGREGATE LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE LAST 12 MONTHS OF THE SERVICE (OR, IF 12 MONTHS HAVE NOT YET PASSED, THE AMOUNT THAT WOULD HAVE BEEN PAYABLE HAD THE TERM OF THE AGREEMENT RUN 12 MONTHS); and

(ii) ONESTREAM WILL NOT BE LIABLE FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(b) The limitations in this Section 15 apply notwithstanding that OneStream knows, or has reason to know, of the possibility of any particular kind of damages or that such limitations cause a remedy to fail of its essential purpose.

#### **16. GENERAL.**

(a) The Agreement shall be governed by and construed under the laws of the State of New York without regard for the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement.

(b) Any suit or other action arising out of, or related to, this Agreement may be brought only in the New York state courts and the Federal courts located in the Borough of Manhattan, the City of New York.

(c) Any notice required or permitted to be given under this Agreement must be in writing and will be effective (i) if given by personal delivery, upon such personal delivery; (ii) if given by nationally-recognized courier or mail service (in either case that has real-time or near real-time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service; or (iii) if by e-mail, when sent, provided that sender receives no indication within four hours after sending that the e-mail message failed to reach the receiver. The addresses for notice are those in the preamble to this Agreement. Either party may change its notice address by providing notice to the other party.

(d) OneStream may collect, use, and disclose quantitative data derived from the use of the Service for product development, performance, management, and improvement purposes, provided that any such data is aggregated upon collection and then anonymized, and therefore not identifiable as about Customer, or containing Customer Data or Confidential Information.

(e) Each party will, and will cause its employees, directors, and officers (and, in the case of Customer, its Permitted Entities and Authorized Users) to 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 (each an “**Anti-Bribery Law**”). The parties shall not engage in any activity, practice or conduct which would violate an Anti-Bribery Law. 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 by Customer under this Agreement will be for the Service, Professional Services, and/or other fees incurred in accordance with this Agreement. Each party will not, and will cause its Permitted Entities, employees, directors, and officers to not, accept bribes or kickbacks in any form. Each party will be liable to the other party for any breach by its respective, employees, directors, officers, Permitted Entities, or subcontractors of any Anti-Bribery Law.

(f) Neither party may assign any right or obligation under this Agreement, except that either party may assign all, but not less than all, of its rights and obligations under this Agreement to any affiliate of the party or to the purchaser or other successor to all or substantially all of the party's business associated with this Agreement, provided only that (i) the assignee possesses the wherewithal necessary to fully perform under this Agreement, (ii) the assignor gives to the other party notice of the assignment on or before the time at which the assignment is effective, (iii) the assignment does not, by its nature, materially increase the other party's obligations or reduce the other party's rights, and (iv) the assignee assumes in writing all of the assignor's rights and obligations under this Agreement after the effective time of the assignment. Upon any permitted assignment by a party of its rights and obligations under this Agreement, the assigning party will have no liability for acts or omissions of the assignee after the effective time of the assignment.

(g) If a provision of the Agreement or portion thereof is invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of such provision or the remaining provisions of the Agreement. The waiver by either party of any default or breach of any provision of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

(h) Import/Export.

- (i) Each Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Service (“**Export Laws**”). Each party agrees to comply with Export Laws that apply to such party's use or provision of the Service.
- (ii) Customer 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) Customer will not export, re-export, transfer, or otherwise use the export-controlled products in any Embargoed Country or allow any of its employees and affiliates to access any Service from any Embargoed Country.

(iv) Customer will not export, re-export, or transfer, either directly or indirectly, any Service to a Barred Entity or allow a Barred Entity to access any Service.

(v) Customer will not use any Service for any purpose 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.

(i) The provisions of the Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

(j) 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, 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 re-commences performance promptly after the applicable condition or circumstance ceases.

(k) The Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement expressly supersedes and cancels any prior or contemporaneous representations, warranties, and/or agreements, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be amended, and any right under this Agreement may be waived, only in a writing signed by 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.

(l) OneStream shall provide to Customer access to the OneStream Marketplace through the Applicable Term. All solutions in the OneStream Marketplace that are owned by OneStream shall be subject to and governed by the terms of this Agreement. ALL THIRD PARTY SOLUTIONS OFFERED THROUGH THE ONESTREAM MARKETPLACE, AND IDENTIFIED AS SUCH, SHALL BE SUBJECT TO AND GOVERNED BY THE APPLICABLE THIRD PARTY TERMS THAT ARE ASSOCIATED WITH SUCH THIRD PARTY SOLUTION. AS THIRD PARTY SOLUTIONS ARE NOT ONESTREAM SOLUTIONS, ONESTREAM DOES NOT SUPPORT THEM AND FURTHER DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, LIABILITIES, AND ANY OTHER OBLIGATION FOR THEM. IT IS IN CUSTOMER'S SOLE DISCRETION WHETHER OR NOT TO ACCESS THIRD PARTY SOLUTIONS BASED ON THE FOREGOING.

# Attachment A - PROFESSIONAL SERVICES PROGRAM

**1. PROFESSIONAL SERVICES PROGRAM.** Customer and OneStream may enter into one or more statements of work ("**SOWs**") under which OneStream will perform, and Customer will pay for, the Professional Services described in each SOW.

**2. INTELLECTUAL PROPERTY.**

**(a)** Neither party, by virtue of this Attachment, shall gain any rights of ownership in copyrights, patents or other intellectual property of the other party (as to each party its "**Intellectual Property**").

**(b)** Upon full payment to OneStream of all sums due for the Professional Services, OneStream will grant to Customer a fully-paid, worldwide, royalty-free license to use any works of authorship made as a part of the Professional Services ("**Work Product**") with the Service to the same extent that Customer is permitted to use the Service under the SaaS Agreement.

**(c)** OneStream shall own all right, title, and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the Work Product except to the extent that the same contains: (i) Customer's Intellectual Property; or (ii) Customer's Confidential Information, which will remain Customer's property and subject to Section 13 of the SaaS Agreement.

**3. FEES, EXPENSES & TAXES.** Customer will pay fees, expenses, and taxes according to the provisions of Section 8 of the SaaS Agreement. No receipts will be provided for expenses under \$25 (or equivalent). Except as otherwise expressly stated in a SOW, all amounts are due in United States dollars.

**4. SERVICES POLICIES.** Professional Services are performed on a time and materials basis. Unless specified otherwise in an SOW, i) hours in excess of ten hours on a business day are payable at one-and-a-half times standard or quoted rates; ii) hours for work on weekends and OneStream holidays are payable at twice standard or quoted rates; and iii) hours for required international and weekend or corporate holiday travel time are

payable at the standard or quoted rates using the official airline guide for travel time. Customer is responsible for all reasonable travel expenses outside the consultant's local area. Customer reimbursable expenses will be invoiced monthly as incurred. OneStream hotel accommodations are business class, and domestic airline tickets are refundable coach class. International airline tickets are business class. If Customer cancels the engagement less than five business days prior to its scheduled commencement date, Customer will pay OneStream all non-recoverable expenses. For Professional Services that are education services, all pre-paid retainer amounts purchased must be used within 12 months from date of purchase or they will expire.

**5. CHANGES AND TERMINATION.** Any changes to a SOW must be reflected in a new or revised SOW or an amendment signed by the parties. OneStream is not obligated to do any work not specified in a signed SOW or amendment. Either party may terminate a SOW with or without cause at any time by giving the other party 30 days' notice. Sections, 2, 5, and 7 of this Attachment A will survive the termination of any SOW or of the Agreement.

**6. DEPENDENCIES/COOPERATION.** Customer will provide all Customer personnel, information data, software and hardware computing resources and other facilities that OneStream reasonably requires in connection with completion of the Professional Services.

**7. STAFFING, INDEPENDENT CONTRACTOR.** Each of the parties is and shall be an independent contractor to the other party and not an agent or partner, or joint venture with the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.