DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to OneStream Software, LLC ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

   a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

   b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

   c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

   d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

   e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

   f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

Please Read Prior to Reviewing OneStream Agreements

Requested Changes

Please provide any requested changes as redlined changes in MS Word form or provide a clean, unlocked MS Word document so that OneStream can create its own redlined comparison.

Although explanatory electronic and other comments are appreciated, the only means by which OneStream evaluates requested changes is redlined changes to the documents.

Please do not provide PDF documents. Through the review process, OneStream deals only with MS Word documents (Excel for the Order Schedule). If you were provided a PDF document or other form of the agreement that is not a fully-editable and comparable MS Word document, please contact your sales representative and OneStream will immediately provide an unlocked, editable MS Word Document.

Licensing and Hosting Agreements

The license agreement and the hosting (cloud) agreements are entirely separate.

OneStream offers its customers unique flexibility. Customers can choose to deploy OneStream in the OneStream XF Cloud, on the customer's own in-house systems, on a third-party hosted system. Accordingly, the license and hosting arrangements must be separate and stand alone. *Cloud services are terminable by the customer on as little as 30 days' notice to provide maximum flexibility*.

If the customer is purchasing licenses and purchasing cloud services from OneStream, both agreements are necessary. If the customer is purchasing license and either running the software or on-prem or obtaining hosting services other than from OneStream, only the license agreement (perpetual or subscription) is necessary.

_____

License Agreement – Deals exclusively with the grant of license, support, maintenance, and related professional services

SOFTWARE LICENSE AND SERVICES AGREEMENT
OR
SUBSCRIPTION LICENSE AGREEMENT
Grants the perpetual or term-limited license and contains related terms.
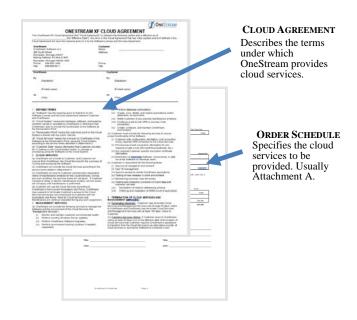
ORDER SCHEDULE
Specifies numbers and types of licenses, as well a pricing of licenses and Maintenance Service. Usually Attachment A

Cloud Agreement – Deals exclusively with cloud services. Not necessary if customer is running the software on-prem or obtaining other hosting services.

CLOUD AGREEMENT
Describes the terms under which OneStream provides cloud services.

ORDER SCHEDULE
Specifies the cloud services to be provided. Usually Attachment A.

_____

Term. The license under the Software License and Services Agreement is perpetual and the agreement provides for ongoing maintenance and support. The Subscription License Agreement calls for an initial 36-month term with renewal provisions. The Cloud Agreement is terminable for any reason or no reason upon 30 days' notice.

A Note about Professional Services. An attachment to the license agreement provides for professional services. This attachment is necessary even if the customer chooses a OneStream third-party consultant for implementation. Experience demonstrates that, if the customer requires professional services in the future (usually custom reports or other short-term engagements), having a basic set of professional-service terms in place is essential to being able to promptly provide those services. No professional services are provided unless and until the parties enter into a SOW that provides for them.

ONESTREAM XF CLOUD AGREEMENT

This OneStream XF Cloud Agreement (this "Cloud Agreement") is between the following parties and is effective as of _____ (the "Effective Date"). Any term in this Cloud Agreement that has initial capitals and isn't defined in this Cloud Agreement will have the meaning given to it by the Software License and Services Agreement and/or Subscription License Agreement.

OneStream	**Customer**	
OneStream Software LLC	Name:	_____
362 South Street	Address:	_____
Rochester, Michigan 48307		_____
Mailing Address: PO Box 81605		_____
Rochester, Michigan 48308-1605		_____
Phone: 248-650-1490	Phone:	_____
Fax: 248-694-9211	Fax:	

OneStream	**Customer**
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Printed name)	(Printed name)
Its: _____	Its: _____
(Title)	(Title)

1. **DEFINED TERMS**.

(a) "Software" has the meaning given to that term by the Software License and Services Agreement and/or Subscription Agreement between Customer and OneStream.

(b) "Cloud System" means the hardware, software, and systems (whether owned or operated by OneStream or otherwise) that OneStream uses to provide the functionality of the Software at the Demarcation Point.

(c) "Demarcation Point" means the outermost point on the Cloud System's firewall with the public Internet.

(d) "Cloud Services" means the provision by OneStream of the Software at the Demarcation Point, using the Cloud System, according to the service levels identified in Attachment C.

(e) "Customer Data" means information that Customer provides for (i) loading on the Cloud System and/or (ii) storage or processing using the Software on the Cloud System.

2. **CLOUD SERVICES**.

(a) OneStream will provide to Customer, and Customer will procure from OneStream, the Cloud Services for the purposes of running and accessing the Software.

(b) OneStream will provide the Cloud Services according to the service levels stated in Attachment C.

(c) OneStream will give to Customer commercially reasonable notice of maintenance windows for the Cloud Services. During any such windows, the services levels will not apply. If Customer chooses to delay or decline maintenance window, service levels will not apply until maintenance is performed.

(d) Customer will use the Cloud Services according to OneStream's then-current Acceptable Use Policy. OneStream may suspend or terminate Customer's access to the Cloud Services during any non-compliance by Customer with the Acceptable Use Policy. OneStream will use commercially reasonable efforts to afford Customer notice and an opportunity to cure its failure to comply with the Acceptable Use Policy but no such notice or opportunity to cure will apply where the provider of the Cloud System requires that OneStream suspend or terminate Customer's access to the Cloud Services, or the provider of the Cloud Services communicates to OneStream that Customer's acts or omissions jeopardize OneStream's ability to provide cloud services to OneStream's other customers. Fees for Cloud Services and Maintenance will continue unabated during any such suspension.

3. **MANAGEMENT SERVICES**.

(a) OneStream will provide the following services to manage the Software and the environment of the Cloud Services (the "Management Services").

   (i)   Monitor and maintain customer environmental health;
   (ii)   Perform monthly Windows Server updates;
   (iii) Perform OneStream Software Upgrades;
   (iv) Perform environment resizing (up/down if needed/ requested);
   (v)   Perform database optimization;
   (vi) Create, copy, delete, and restore applications and/or databases, as applicable;
   (vii) Notify Customer of any planned maintenance windows;
   (viii) Configure a site-to-site VPN or express route connection;
   (ix) Create, configure, and maintain OneStream environment;

(b) Customer must provide the following services to ensure proper functionality of the Software.

   (i)   Customer side configuration, facilitation, and connection of any required VPN connection to the Cloud Services.
   (ii)   Provisioning of and connection information for any required private circuit (Microsoft ExpressRoute, etc.).
   (iii) Any required Customer specific encryption certificate information.
   (iv) Distribution of client-side Software, components, or add-ins of the Software to individual users.

(c) Customer is responsible for the following items.

   (i)   Approve all changes to environment
   (ii)   User ID management
   (iii) Approve access to clients OneStream applications.
   (iv) Testing of new releases in client environment
   (v)   Maintaining business rules (formulas)
   (vi) Testing and production promotion of client data and business rule sets.
   (vii) Declaration of network addressing schema
   (viii) Ordering and installation of WAN circuit (if applicable)

4. **TERMINATION OF CLOUD SERVICES AND MANAGEMENT SERVICES**.

(a) <u>Termination Generally</u>. Customer may terminate Cloud Services and Management Services with at least 30 days' notice to OneStream and OneStream may terminate Cloud Services and Management Services with at least 180 days' notice to Customer.

(b) <u>Transition Services; Notice</u>. If Customer gives to OneStream notice at least 30 days prior to the effective date of termination of Cloud Services that Customer requires OneStream's assistance to transition from the Cloud Services to an alternative provider of cloud services or moving the Software to Customer's own internal systems (such notice being the "Transition Services Notice"), OneStream will, until the effective date of termination, use commercially reasonable efforts to assist with the transition ("Transition Services"). Customer may give the Transition Services Notice concurrently with the notice of termination of Cloud Services.

  (i) Where such Transition Services include engineering or professional services by OneStream in excess of the ongoing Management Services associated with the relevant period, Customer will pay OneStream for such services at OneStream's then-current commercially reasonable professional services rates.

  (ii) To the extent that the Cloud System consists of hardware, software, and/or systems of a third party and Customer desires that OneStream transfer to Customer such services, OneStream will use commercially reasonable efforts to assign or otherwise transfer to Customer the contractual arrangements in place with the third-party systems provider with respect to the Cloud Services. In such a case:

    (A) Customer will pay any charges required by the third-party systems provider for the transfer and any actual costs of accomplishing the transfer; and

    (B) Customer understands that any volume discounts or similar arrangements (including, but not limited to, shared servers or other economies of scale) resulting from OneStream's provision of the Cloud Services might not transfer to, or benefit, Customer if Customer transfers from the Cloud Services under this Cloud Agreement. OneStream will, upon request by Customer, use commercially reasonable efforts to obtain, for Customer, fees and other estimates for transition of goods, services, and/or software.

(c) <u>Where no Transition Services are Requested</u>. For the avoidance of doubt, where Customer does not timely give the Transition Services Notice, OneStream need only provide the Cloud Services and Management Services through the effective date of termination of the Cloud Services and will have no further obligations to provide Cloud Services or Management services thereafter.

5. **INFORMATION SECURITY**. OneStream will carry out the processes, according to the terms, in Attachment B.

6. **FEES**.

(a) <u>Cloud Services</u>. OneStream will invoice monthly in arrears for Cloud Services and all such invoices are payable within 30 days of invoice date.

(b) <u>Management Services</u>. Customer will pay to OneStream the fees for Management Services as identified in the applicable Order Schedule in Attachment A, Cloud Fee Schedule, or other document agreed upon by the parties. These fees will be billed on a monthly basis for the current month. All fees are due 30 days from the receipt of the invoice.

7. **INDEMNIFICATION.**

(a) OneStream will defend Customer against any claims made by an unaffiliated third party that the Cloud Services infringe its patent, copyright, or trademark or makes unlawful use of its trade secret. OneStream will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) information that Customer provides; (ii) Customer modifications to the Cloud Services or Management Services, (iii) Customer's combination of the Cloud Services or Management Services with (or damages based on the value of) a product, data, or business process not supplied by OneStream, or (iv) Customer's continued use of the Cloud Services or Management Services after being notified to stop due to a third-party claim.

(b) If OneStream reasonably believes that a claim under Section 7(a) may bar Customer's use of the Product, OneStream may attempt to: (i) obtain the right for Customer to keep using it; or (ii) modify or replace it with a functional equivalent. If these options are not commercially reasonable, OneStream may terminate Customer's rights to use the Cloud Services and Management Services and refund any advance payments for unused Cloud Services and Management Services.

(c) Customer must promptly notify OneStream of any claim of the kind described in Section 7(a) and:

  (i) Give to OneStream sole control over the defense and settlement of the claim;

  (ii) Give to OneStream reasonable help in defending the claim.

(d) In the case of such a claim, OneStream will (1) reimburse Customer for reasonable out-of-pocket expenses that Customer incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement to which Customer consents (it being understood that Customer will not unreasonably withhold, delay, or condition any such consent).

(e) Customer's rights to defense and payment of judgments or settlements under this Section 7 are in lieu of any common law or statutory indemnification rights or analogous rights, and Customer waives any such common law rights.

8. **CONFIDENTIALITY**.

(a) <u>"Confidential Information" Defined</u>. "Confidential Information" of a party means any information belonging to, or held by, the party, whether fixed in a tangible medium or otherwise, that is:

  (i) Not readily ascertainable by proper means by the public; and

  (ii) The subject of commercially reasonable efforts by the party under the circumstances to keep it from becoming readily ascertainable by proper means by the public.

(b) <u>Confidentiality and Use Generally</u>. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party.

  (i) Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third-party other than as permitted under this Cloud Agreement.

  (ii) Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Cloud Agreement (the "Purpose").

  (iii) Disclose the Confidential Information only to such of the receiving party's employees, agents, 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, 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 Cloud 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 Cloud 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.

(vi) This Section 8 will apply to Customer Data that is Customer's Confidential Information to the extent that OneStream actually accesses or processes the Customer Data outside of the Cloud System. Otherwise, Section 5 applies to such Customer Data.

(c) Exceptions to Confidentiality and Use Restrictions. Nothing in this Cloud Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

(i) It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;

(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 was independently developed by the receiving party without use of the Confidential Information; or

(iv) It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and 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.

(d) Injunctive Relief. 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, in the event that the receiving party or any officer, director, employee, agent, professional, or subcontractor of the receiving party uses or discloses Confidential Information or, in the disclosing party's reasonable opinion, any such person is likely to use or disclose Confidential Information in breach of the receiving party's obligations under this Cloud Agreement, the disclosing party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing party will also be entitled to recover any pecuniary gain that the receiving party realizes from the unauthorized use or disclosure of the disclosing party's Confidential Information. The rights in this Section 8(d) are in addition to any other rights of the disclosing party under this Cloud Agreement, at law, or in equity.

(e) Duration of Confidentiality Obligations. The confidentiality obligations under this Cloud Agreement will continue after disclosure of each item of Confidential Information for the longer of:

(i) 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; or

(ii) Five years after the earlier of the termination of this Cloud Agreement or the effective date of the termination of Cloud Services and Management Services.

9. **LIMITATION OF OBLIGATIONS AND REMEDIES**.

(a) Limitations Generally. Except in the case of OneStream's gross negligence, willful misconduct, indemnification obligation, or breach of OneStream's obligations under Section 8, regardless of the basis of recovery claimed, whether in contract, tort, negligence, strict liability or other theory:

(i) OneStream's aggregate liability with respect to any and all subject matter of this Cloud Agreement will be limited to direct damages not to exceed the amount paid under this Cloud Agreement during the 12 months prior to the time at which the claim accrued (or, if 12 months has not by then passed, the amounts paid for the time by then elapsed plus the amounts that would have been payable for the balance of the 12-month period had both parties fully performed); and

(ii) ONESTREAM WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, STATUTORY, SPECIAL, OR INDIRECT DAMAGES OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY OR LOST BUSINESS OR PROFITS.

(b) The limitations of liability in this Section 9 will apply notwithstanding that OneStream knew, or should have known, of the possibility of any particular damages and notwithstanding that any limitation causes any remedy to fail of its essential purpose.

10. **GENERAL**.

(a) The Agreement shall be governed by and construed under the laws of the State of Michigan without regard to the conflicts of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Cloud Agreement. Any suit or other action arising out of, or related to, this Cloud Agreement must be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan or in the United States District Court for the Eastern District of Michigan – Southern Division.

(b) All notices must be in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by (i) internationally-recognized overnight courier service or (ii) registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the Legal Department at the receiving party's corporate headquarters or alternate notice address requested in writing.

(c) If a provision of this Cloud Agreement or portion thereof is invalid or unenforceable under applicable law, it shall be omitted from this Cloud Agreement without invalidating the remainder of this Cloud Agreement.

(d) The waiver by either party of any default or breach of any provision of this Cloud Agreement shall not constitute a waiver of any other or subsequent default or breach.

(e) All materials provided by OneStream hereunder shall be delivered to Licensee on a F.O.B. shipping point basis, including electronic posting for download.

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

(g) Except for actions for nonpayment or breach of OneStream's proprietary rights, no action, regardless of form, arising out of this Cloud Agreement may be brought by either party more than one year after a party knew or should have known of the claim.

(h) The Agreement, including all attachments and documents incorporated by reference, represents the entire agreement between the parties with respect to the subject matter of this Cloud Agreement, and this Cloud Agreement expressly supersedes any other agreements, whether oral or written, with respect to the subject matter of this Cloud Agreement. Each party acknowledges that it is not entering into this Cloud Agreement on the basis of any representations or warranties not expressly contained in this Cloud Agreement. Other than as specified in this Cloud Agreement, this Cloud Agreement may only be supplemented or modified by an amendment in a writing executed by the party against whom enforcement is sought. For the avoidance of doubt, this Cloud Agreement on the one hand and the Software License and Services Agreement or other agreement executed and delivered by OneStream and Customer will, to the extent possible, be construed consistently one with the other. Where such construction is not possible, the provisions of this Cloud Agreement will control.

Attachment A
OneStream XF Cloud Fee Schedule

OneStream XF Cloud One-time set up	One Time Fee	One Time Fee
OneStream XF Setup	$ 5,000	$ 5,000

Infrastructure Discussions, Server Prep, Installation, 1 Site to Site VPN and Configuration

OneStream XF Cloud Pricing Levels Per Environment	Estimated Monthly Cloud Fees	Monthly Cloud Service Fees	Months	Estimated Yearly Fee
Level 1 - Approximately 75 Users				$111,619.20
Level 2 – Approximately 125 Users				$135,811.20
Level 3 – Approximately 225 Users				$192,259.20
Level 4 – Approximately 350 Users				$234,864
Level 5 – Approximately 450 Users				$261,542.40
Level 6 – Approximately 575 Users				$294,739.20
Level 7 - Approximately 700 Users				$357,907.20

Sales tax on Cloud Services varies from state to state. OneStream will invoice, and Customer will pay, sales tax where applicable. Sales Tax, if any, on Management Fee will be charged by OneStream according to Local State or Country laws

Total XF Cloud Fees:	Tax Rate	Total
Services that are potentially taxable		$ 5,000
Sales Tax or VAT Tax	0.0%	-
OneStream XF Cloud Estimated Yearly Fee		$

Total Cloud Fees: $

This order schedule constitutes Customer's commitment to purchase the Cloud Services set forth above.

OneStream

Signature:_____

Name: _____

Title: _____

Date: _____

Customer

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment B

DATA SECURITY PROCESSES AND TERMS

1. **Security Program**.

    (a) **Management Services**. OneStream will establish and maintain an information security program with respect to the Management Services that is designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized access to or use of the Customer Data; (iv) ensure the proper disposal of Customer Data when so directed by Customer; and (v) set forth OneStream's policy for responding to any Security Incident. OneStream will monitor OneStream's information systems for Security Incidents and implement an incident response policy that specifies actions to be taken when a Security Incident occurs.

    (b) **Cloud Services**. Upon request OneStream will provide to Customer such audit results and similar security information as OneStream is entitled to receive from its vendors and contracting parties. Where any such vendor or contracting party imposes confidentiality or non-use restrictions on such information, Customer will comply with such restrictions.

2. **Encryption**. OneStream will implement such encryption selections (e.g., strength, in transit, at rest) as Customer makes and will not, without Customer's direction or consent, decrease any level of encryption with respect to Customer data.

3. **Security Incidents**.

    (a) **"Security Incident" Defined**. A "Security Incident" is an event or series of events in which (i) an unauthorized third party has misappropriated, destroyed, altered, received, or disclosed Customer Data or (ii) it is reasonably likely based on the facts and circumstances that the condition described in (i) above has occurred.

    (b) **Notification and Response**.

        (i) Where OneStream becomes aware of a Security Incident:

            (A) OneStream will give to Customer prompt notice of the same.

            (B) OneStream will cooperate in good faith with Customer to remedy or mitigate the impact of any Security Incident and, in particular:

                (1) Retain for a reasonable period (which will, in any case, be at least the period required by applicable law) all information in OneStream's possession or control that reasonably relates to each Security Incident;

                (2) Consult with Customer on the content of any external filings, communications, notices, press releases, or reports required by applicable law to be issued by OneStream;

                (3) if requested by Customer, and subject to Customer's confidentiality obligations and any access requirements imposed by OneStream's vendors or contractors, OneStream will permit Customer and its agents to access OneStream's facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of each such Security Incident.

4. **Return and/or Deletion of Customer Data**.

    (a) Promptly upon the request by Customer at any time during which OneStream is required to provide the Cloud Services, OneStream will:

        (i) Provide to Customer, in the format and on the media reasonably requested by Customer, a copy of all or, if specified by Customer, any part of, Customer Data stored on the Cloud Services; and

        (ii) Erase, destroy or otherwise make unrecoverable all or, if specified by Customer, any part of, the Customer data in OneStream's possession or control.

    (b) If applicable law does not permit OneStream to comply with Customer's instructions for delivery or demand for the Customer data, OneStream will continue to treat such Customer data according to the confidentiality obligations between OneStream and Customer.

5. **Third-Party Demands**. OneStream will notify Customer of any warrant, subpoena, or other third-party demand made on OneStream regarding any Customer Data promptly after receipt, unless prohibited by applicable law.

OneStream will comply with any preservation requests from Customer regarding Customer data and will provide support for Customer's efforts to comply with third party requests if Customer cannot otherwise reasonably obtain such information. If the services required to comply with this Section 5 are not expressly specified as Services, Customer will pay OneStream's commercially reasonable hourly and other rates for such services.

6. **International Data Transfer; European Economic Area**. Where, and for so long as, OneStream receives or processes personal data ("process" and "personal data" having the meanings given to those terms Regulation (EU) 2016/679 (the "GDPR") in the United States that is transferred to OneStream from one or more European Economic Area ("EEA") member states and covered by the Directive or the GDPR, as applicable:

(a) OneStream will maintain certification under, and will comply with the requirements of, the United States Department of Commerce Privacy Shield program with respect to such personal data; and

(b) If, for any reason (including, but not limited to, a finding by the applicable European authorities that the Privacy Shield Program is inadequate or the discontinuation of the Privacy Shield program or OneStream's participation in the Privacy Shield program), OneStream will provide to Licensee and to the data subjects an equivalent level of compliance with the GDPR, as applicable, whether by:

(i) Certifying under a successor program in the United States, provided that no material time gap may occur between the cessation of coverage under Privacy Shield and certification under the new program, it being understood that any grace period recommended by the European Data Protection Board will be regarded as covered by Privacy Shield;

(ii) Entering into the then-current form of unmodified (except for filling in required detail) Standard Contractual Clauses for transfers by controllers to processors; or

(iii) Providing other acceptable means of compliance, such as, but not limited to, concluding Binding Corporate Rules or revising processing so that no prohibited export of the personal data occurs.

Attachment C

Service Level Agreement

Introduction

About this Document

This SLA applies to the Cloud Services, but does not apply to separately-branded services made available with, or connected to, the Services or to any on-premise installation of the Software.

If OneStream does not achieve and maintain the Cloud Services as described in this SLA, then Customer may be eligible for a credit toward a portion of Customer's monthly service fees. OneStream will post any modification of this SLA in OneStream's customer portal or other appropriate place reasonably calculated to give Customer actual notice of the new SLA. Any adverse change to the SLA will not become effective until at least 90 days after OneStream gives notice of the new SLA or posts the new SLA in OneStream's customer portal or other appropriate place reasonably calculated to give Customer actual notice of the new SLA.

General Terms

Definitions

"**Applicable Monthly Period**" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"**Applicable Monthly Service Fees**" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

"**Downtime**" is defined for each Service in the Services Specific Terms below. Except for OneStream Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

"**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"**Incident**" means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Management Portal**" means the web interface, provided by OneStream, through which customers may manage the Service.

"**Scheduled Downtime**" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees credited to you following OneStream's claim approval.

"**Service Level**" means the performance metric(s) set forth in this SLA that OneStream agrees to meet in the delivery of the Services.

"**Service Resource**" means an individual resource available for use within a Service.

"**Success Code**" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"**Support Window**" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

"**User Minutes**" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims
In order for OneStream to consider a claim, Customer must submit the claim to customer support at OneStream including all information necessary for OneStream to validate the claim, including, but not limited to: (i) a detailed description of the

Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

OneStream must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, OneStream must receive the claim and all required information by March 31st.

OneStream will evaluate all information reasonably available to OneStream and make a good faith determination of whether a Service Credit is owed. OneStream will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. Customer must be in compliance with the Cloud Agreement and all other agreements between Customer and OneStream in order to be eligible for a Service Credit. If OneStream determines that a Service Credit is owed to Customer, OneStream will apply the Service Credit to Customer's Applicable Monthly Service Fees.

In the event that more than one Service Level is not met because of the same Incident, Customer must choose only one Service Level under which to make a claim based on the Incident.

Service Credits
Service Credits are Customer's sole and exclusive remedy for any performance or availability issues for any service under the Cloud Agreement. Customer may not unilaterally offset Customer's Applicable Monthly Service Fees for any performance or availability issues.

In cases where Service Levels apply to individual Service Resources or to separate service tiers, Service Credits apply only to fees paid for the affected Service Resource or service tier, as applicable. The Service Credits awarded in any billing month for a particular service or Service Resource will not, under any circumstance, exceed Customer's monthly service fees for that Service or Service Resource, as applicable, in the billing month.

If Customer purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

Limitations
This SLA and any applicable Service Levels do not apply to any performance or availability issues:
1. Due to factors outside OneStream's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to OneStream's or its vendor's data centers, including at Customer's site or between Customer's site and OneStream's or its vendor's data center);
2. That result from the use of services, hardware, or software not provided by OneStream, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by Customer's use of the Cloud Services after OneStream advised Customer to modify Customer's use of the Service, if Customer did not modify Customer's use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using OneStream subscription credits;
5. That result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OneStream's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices;
6. That result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Cloud Services in a manner inconsistent with the features and functionality of the Cloud Services (for example, attempts to perform operations that are not supported) or inconsistent with OneStream's published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from Customer's attempts to perform operations that exceed prescribed quotas or that resulted from OneStream's throttling of suspected abusive behavior;
9. Due to Customer's use of Cloud Service features that are outside of associated Support Windows; or
10. For licenses reserved, but not paid for, at the time of the Incident.

Specific Service Levels

AD Domain Services

Additional Definitions:
"Managed Domain" refers to an Active Directory domain that is provisioned and managed by Azure Active Directory Domain Services.
"Maximum Available Minutes" is the total number of minutes that a given Managed Domain has been deployed by Customer in Microsoft Azure during a billing month in a given Microsoft Azure subscription.
"Downtime" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Active Directory Domain Services:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Azure Monitor

Additional Definitions:
"**Action Group**" is a collection of actions deployed by Customer in a given OneStream Azure subscription which defines preferred notification delivery methods.
"**Deployment Minutes**" is the total number of minutes that a given Action Group has been deployed by Customer in OneStream Azure subscription during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Action Groups deployed by Customer in a given OneStream Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all Action Groups, during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given OneStream Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Levels and Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Azure Security Center

Additional Definitions:
"**Protected Node**" is a OneStream Azure resource, counted as a node for billing purposes that is configured for the Azure Security Center Standard Tier

"**Security Monitoring**" is the assessment of a Protected Node resulting in potential findings such as security health status, recommendations, and security alerts, exposed in Azure Security Center.

"**Maximum Available Minutes**" is the total number of minutes during a billing month that a given Protected Node has been deployed and configured for Security Monitoring.

"**Downtime**" is the total accumulated minutes during a billing month for which Security Monitoring information of a given Protected Node is unavailable. A minute is considered unavailable for a given Protected Node if all continuous attempts to retrieve Security Monitoring information throughout the minute result in either an Error Code or do not return a Success Code within two minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Backup Service

Additional Definitions:

"**Backup**" or "**Back Up**" is the process of copying computer data from a registered server to a Backup Vault.

"**Backup Agent**" refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

"**Backup Vault**" refers to a container in which Customer may register one or more Protected Items for Backup.

"**Deployment Minutes**" is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

"**Failure**" means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Protected Items for a given OneStream Azure subscription during a billing month.

"**Protected Item**" refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

"**Recovery**" or "**Restore**" is the process of restoring computer data from a Backup Vault to a registered server.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by Customer in a given OneStream Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

ExpressRoute

Additional Definitions:

"**Dedicated Circuit**" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute connectivity provider, where such connectivity does not traverse the public Internet.

"**Maximum Available Minutes**" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"**Virtual Network**" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"**VPN Gateway**" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

"**Downtime**" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.

"**Monthly Uptime Percentage**" is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit The following Service Levels and Service Credits are applicable to Customer's use of each Dedicated Circuit within the ExpressRoute Service.

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

SQL Database Service (Basic, Standard and Premium Tiers)

Additional Definitions:
"**Database**" means any single or elastic Basic, Standard, or Premium OneStream SQL Database.

"**Maximum Available Minutes**" is the total number of minutes that a given Database has been deployed in in OneStream Azure during a billing month in a given OneStream Azure subscription.

Downtime: is the total accumulated minutes during a billing month for a given OneStream Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Storage Service

Additional Definitions:
"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"**Blob Storage Account**" is a storage account specialized for storing data as blobs and provides the ability to specify an access tier indicating how frequently the data in that account is accessed.

"**Cool Access Tier**" is an attribute of a Blob Storage Account indicating that the data in the account is infrequently accessed and has a lower availability service level than data in other access tiers.

"**Excluded Transactions**" are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.

"**Error Rate**" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

"**Failed Storage Transactions**" is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Request Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
CopyFile	Ninety (90) seconds (where the source and destination files are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob, File, and Message Operations	Two (2) seconds

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:
1. Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
2. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
3. Read transactions requests to RA-GRS Accounts for which Customer did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
4. Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

"**Geo Replication Lag**" for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but OneStream does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

"**Geographically Redundant Storage (GRS) Account**" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

"**Locally Redundant Storage (LRS) Account**" is a storage account for which data is replicated synchronously only within a Primary Region.

"**Primary Region**" is a geographical region in which data within a storage account is located, as selected by Customer when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

"**Read Access Geographically Redundant Storage (RA-GRS) Account**" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

"**Secondary Region**" is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by OneStream Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

"**Total Storage Transactions**" is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

"**Zone Redundant Storage (ZRS) Account**" is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

Monthly Uptime Percentage: Monthly Uptime Percentage is calculated using the following formula:

$$100\% - Average\ Error\ Rate$$

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit – RA-GRS (read requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Service Credit – LRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99%	10%
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

Virtual Machines

Additional Definitions:

"**Announced Single Instance Maintenance**" means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Single Instances. OneStream will publish notice or notify Customer at least five (5) days prior to the commencement of such Downtime.

"**Availability Set**" refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

"**Data Disk**" is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

"**Fault Domain**" is a collection of servers that share common resources such as power and network connectivity.

"**Operating System Disk**" is a persistent virtual hard disk, attached to a Virtual Machine, used to store the Virtual Machine's operating system.

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by Customer to the time Customer have initiated an action that would result in stopping or deleting the Virtual Machines.

"**Single Instance**" is defined as any single OneStream Azure Virtual Machine that either is not deployed in an Availability Set or has only one instance deployed in an Availability Set.

"**Virtual Machine**" refers to persistent instance types that can be deployed individually or as part of an Availability Set.

"**Virtual Machine Connectivity**" is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

Monthly Uptime Calculation and Service Levels for Virtual Machines in an Availability Set

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity.

Monthly Uptime Percentage: for Virtual Machines is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given OneStream Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$Monthly\ Uptime\ \% = \frac{(Maximum\ Available\ Minutes - Downtime)}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer's use of Virtual Machines in an Availability Set:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Monthly Uptime Calculation and Service Levels for Single-Instance Virtual Machines

"**Minutes in the Month**" is the total number of minutes in a given month.

Downtime: is the total accumulated minutes that are part of Minutes in the Month that have no Virtual Machine Connectivity. Downtime excludes Announced Single Instance Maintenance.

Monthly Uptime Percentage: is calculated by subtracting from 100% the percentage of Minutes in the Month in which any Single Instance Virtual Machine using premium storage for all Operating System Disks and Data Disks had Downtime.

$$Monthly\ Uptime\ \% = \frac{(Minutes\ in\ the\ Month\ -\ Downtime)}{Minuets\ in\ the\ Month}\ x\ 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance Virtual Machines:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

VPN Gateway

Additional Definitions:

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a OneStream Azure subscription.

"**Virtual Network**" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within OneStream Azure.

"**VPN Gateway**" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given VPN Gateway is calculated as Maximum Available Minutes less Downtime dived by the Maximum Available Minutes in a billing month for the VPN Gateway. The Uptime Percentage is represented by the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each VPN Gateway:

Basic Gateway for VPN or ExpressRoute Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Standard, High Performance, VpnGw1, VpnGw2, Gateway for VPN / Standard, High Performance, Ultra Performance Gateway for ExpressRoute Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Azure Active Directory Basic

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes\ -\ Downtime}{User\ Minutes}\ x\ 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Azure Active Directory Premium

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes\ -\ Downtime}{User\ Minutes}\ x\ 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Key Vault

Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.
"**Excluded Transactions**" are transactions for creating, updating, or deleting key vaults, keys, or secrets.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Attachment D
Acceptable Use Policy for Cloud Services

This Acceptable Use Policy identifies activities that you are prohibited from engaging in when using Cloud Services.

Please report violations of this Acceptable use policy to OneStream Customer Support. Include the words "Acceptable Use Policy" in the subject.

When using Cloud Services, you may not:

Use the Cloud Services in a way that is against applicable law. Including:

Illegal activity such as child pornography; gambling; piracy; violating copyright, trademark or other intellectual property laws.

Accessing or authorizing anyone to access the service from an embargoed country.

Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

Invading anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent.

Use the Cloud Services in a way that could harm them or impair anyone else's use of them. Including:

Any attempt to gain unauthorized access to a Cloud Service, acting to deny others access to a Cloud Service, or authorizing any third party to access or use the Cloud Services on your behalf (such as anyone without a license or revealing to anyone your username and password).

Use the Cloud Services to try to gain unauthorized access to any other service, data, account or network by any means.

Use any automated process or service to access or use the Cloud Services such as a bot, a spider or periodic caching of information stored by OneStream.

Intending to harm or exploit minors in any way, or collecting personally identifiable information of any minor.

Falsify any email header information or in any way misrepresent your identity, including misrepresenting the source of anything you post or upload or impersonating another individual or entity, such as with "spoofing".

Use the Cloud Services to transmit, distribute, or deliver any unsolicited bulk or unsolicited commercial e-mail (i.e., spam).

Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Cloud Services, including providing or creating links to external sites that violate this Acceptable Use Policy or other legal agreements OneStream provides, and any use of the Cloud Services to distribute any offering or link designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.)

Additionally:

OneStream is not responsible for the content of any user-created posting, listing or message. The decision to view content or engage with others is yours. We advise you to use your judgment.

You are responsible for protecting your computer against interference, spyware or viruses that may be encountered for downloaded items from the service. We recommend you install a virus protection program on your computer and keep it up to date.