

## OneStream Software LLC

# Software License and Service Terms

These Software License and Service Terms are intended to be accompanied by an Order Schedule (defined below), issued by OneStream or OneStream's reseller, that identifies the number and kind of licenses, whether such licenses are Perpetual Licenses or Subscription Licenses (defined below) and other terms defining the license grants and services to be provided.

### 1. DEFINITIONS.

(a) "Covered Entity" means a corporation, company, partnership, joint venture, or other entity that:

(i) 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; and

(ii) Is not – and does not control, is not controlled by, and is not under common control with – any entity that competes, then or thereafter, with OneStream in the market for financial consolidation, reporting, planning or analytics solutions.

(b) "Documentation" means the then-current OneStream user guides and manuals for operation of the Software, in written or electronic form, delivered with the Software.

(c) "Order Schedule" means a OneStream order schedule or other document containing substantially the same information, that the parties (whether through a reseller or otherwise) adopt.

(d) "Software" means each OneStream software program in object code format licensed by Customer and governed by these Terms, including Updates and tangible services as provided hereunder.

(e) A "Perpetual License" is a license designated as such on the Order Schedule or other applicable document.

(f) A "Subscription License" is a license designated as such on the Order Schedule or other applicable document.

(g) "Update" means a subsequent release, version, or bug fix with respect to the Software that OneStream makes available to its maintenance customers generally. Updates do not include any software or future products that OneStream licenses separately.

### 2. GRANT OF LICENSE.

(a) Perpetual License. In the case of a Perpetual License, subject to the terms and conditions of these Terms, OneStream grants to Customer, for use by Customer and Customer's Covered Entities, the non-exclusive, non-transferable, perpetual right to install and use the Software solely for their own operations and not for the benefit of any third party.

(b) Subscription License. In the case of a Subscription License, subject to the terms and conditions of these Terms, OneStream grants to Customer, for use by Customer and Customer's Covered Entities, the non-exclusive, non-transferable, time-limited right to install and use the Software solely for their own operations and not for the benefit of any third party. The subscription term identified in the Order Schedule or other applicable document or, if no term is stated, the subscription term is one year beginning on the Effective Date and ending on the first anniversary of the Effective Date.

(c) Where the Nature of the License Is Not Stated. If the nature of the license is not stated in the Order Schedule or other applicable document, the license is a Subscription License.

(d) The Software is licensed by OneStream, not sold. Customer acknowledges that the Software and all related information, including Updates, are proprietary to OneStream.

### 3. COPY AND USE RESTRICTIONS.

(a) Customer's use of the Software is subject to the named-user license definitions in Attachment A.

(b) Customer may copy the Software as reasonably necessary for "Test and Development" purposes including backup, archival, disaster recovery, testing, and development. Customer may add users as needed in these "test and development" environments at no additional charge. Customer may reproduce printed Documentation in its entirety for internal use only. OneStream or OneStream's reseller will provide another copy of the Software at no charge if the Customer loses or damages the Software.

(c) Customer may not, nor allow any third party to: (i) decompile, disassemble, decrypt, or reverse engineer the Software, except to the extent expressly permitted by applicable law, without OneStream's or OneStream's reseller's prior written consent; (ii) remove any product identification or proprietary rights notices; (iii) sell, lease, lend, or use the Software for timesharing; (iv) modify or create derivative works of the Software, or (v) otherwise use or copy the Software except as expressly provided hereunder.

(d) Customer may permit use of the Software licensed hereunder in accordance with these Terms by any Covered Entity.

4. **MAINTENANCE SERVICES.** These Terms include the Standard Maintenance Program terms are attached hereto as Attachment C and D.

5. **FEES AND PAYMENT TERMS.** Customer will pay such amounts as are stated in the operative documents between Customer and OneStream or OneStream's reseller.

6. **TRANSFER OF RIGHTS.** Neither party may transfer, assign or delegate any of its rights or duties under these Terms without the prior written consent of the non-assigning party, except that licensee may transfer all, but not less than all, of its rights under these Terms to a successor to Customer's business, provided that (i) Customer gives notice to OneStream or OneStream's reseller of such assignment at least 10 days prior to the effective date of the assignment, (b) the assignee assumes all of the obligations of Customer in a signed writing provided to OneStream or OneStream's reseller prior to the effective date of the assignment, and (iii) the assignee has financial and technical wherewithal at least equal to that of Customer as of the time of the assignment. Any transfer, assignment or delegation in violation of the foregoing shall be void.

### 7. TERMINATION.

(a) Upon termination, all of Customer's right to use the Software shall immediately cease and Customer shall promptly return to OneStream or OneStream's reseller or destroy all copies

of the Software and Documentation in Customer's possession or control, and OneStream or OneStream's reseller shall repay to Customer a pro rata (according to the then-elapsed time) amount of any prepaid fees. Termination is not an exclusive remedy.

**(b)** Any obligations to pay fees incurred under Sections 4 and 5 prior to termination and the provisions of Sections 3, 8, 9, 10 and 12 shall survive termination of the Order Schedule and/or this Software License and Service Terms for any reason.

**(c)** In the case of a United States government licensee, any termination right is subject to FAR 52.212-4(d) (l) and (m).

## **8. LIMITED WARRANTY AND DISCLAIMER.**

**(a)** Perpetual Licenses. To the extent that the Software is licensed under a Perpetual License, OneStream warrants that, when delivered, and for a period of one (1) year after the go-live production date, the Software (excluding Updates for purposes of this Section 8) will conform in all material respects to OneStream's then-current Documentation for such Software.

**(b)** Subscription Licenses. To the extent that the Software is licensed under a Subscription License, OneStream will, through the Standard Maintenance Program terms are attached hereto as Attachments B and C, cause the Software to conform in all material respects to OneStream's then-current Documentation for such Software.

**(c)** The obligations in Sections 8(a) and 8(b) will not apply if, and to the extent that: (i) the Software is not used in accordance with these Terms or the Documentation; (ii) the Software or any part thereof has been modified by any entity other than OneStream without OneStream's or OneStream's reseller's consent; or (iii) a malfunction in the Software has been caused by any of Customer's equipment or third party software.

**(d)** To claim the benefit of the warranty in Section 8(a), Customer must; (i) notify OneStream or OneStream's reseller of the non-conformity before the close of the warranty period, and (ii) provide OneStream or OneStream's reseller with sufficient detail to allow OneStream to reproduce the problem.

**(e)** ONESTREAM'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE WARRANTY IN SECTION 8(a) SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SOFTWARE, UNLESS, IN ONESTREAM'S OPINION, SUCH REPAIR OR REPLACEMENT WOULD BE INADEQUATE OR IMPRACTICAL, THEN ONESTREAM WILL REFUND THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE.

**(f)** ONESTREAM DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ONESTREAM PROVIDES THE SOFTWARE AND ALL ASSOCIATED GOODS AND SERVICES WITH ALL FAULTS, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH Customer, AND ONESTREAM MAKES NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SOFTWARE, GOODS OR SERVICES, AGAINST INFRINGEMENT, OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY.

**(g)** The Software operates utilizing the Internet, which is not under the control of OneStream and which is inherently insecure. The Software supports the use of secure socket layer encryption technology, which necessitates the purchase of a digital certificate from any third-party provider. However, OneStream Software makes no warranties, representations, or guarantees of any kind, express, implied, statutory, or otherwise, oral or written, with respect to the performance or security of the Internet.

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

**(a)** Regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability or other theory,

OneStream's aggregate liability with respect to any and all subject matter of the Order Schedule and these Software License and Service Terms or any attachment or order placed under its terms will be limited twice the amount of the fees paid by Customer for the Software giving rise to the liability. ONESTREAM SHALL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO RECORDS OR DATA; ANY MATTER BEYOND ITS REASONABLE CONTROL; AND ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, EVEN IF ONESTREAM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF THIS SECTION 9 AND OF SECTION 8 ARE ESSENTIAL ELEMENTS OF THESE SOFTWARE LICENSE AND SERVICE TERMS AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICES AND TERMS SET FORTH IN THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

**(b)** The limitations above do not apply in the case of bodily injury (including death) or damage to real and tangible personal property.

**10. U.S. GOVERNMENT USERS.** The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Software and User Documentation are being provided to U.S. Government end users (1) only as a Commercial Item, and (2) with only those rights as are granted to all other end users pursuant to these Terms.

## **11. GENERAL**

**(a)** Customer is responsible for payment of all applicable sales, use, consumption, VAT, GST and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on OneStream's net income) arising from the payment of fees hereunder. Customer will make all payments without reduction for any withholding taxes, which taxes shall be the responsibility solely of Customer

**(b)** To the extent that, by operation or requirement of United States federal law, United States federal law, jurisdiction, or venue apply, the same will apply to these terms.

**(c)** 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.

**(d)** If a provision of an Order Schedule and/or these Software License and Service Terms is invalid or unenforceable under applicable law, it shall be omitted without invalidating the remainder of the Order Schedule and/or these Software License and Service Terms. The waiver by either party of any default or breach of any provision of these Terms shall not constitute a waiver of any other or subsequent default or breach.

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

**(f)** The Software is subject to U.S. export control laws and regulations and Customer agrees to comply with all such applicable laws and regulations.

**(g)** The provisions of the Order Schedule and these Software License and Service Terms shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

## Attachment A – LICENSE DESCRIPTIONS

A “**Base Solution**” is an installation of the OneStream XF Software in a single production environment.

A “**Named User**” license permits one named natural person to use the Software in the production environment. Each Named User must be assigned to a specific Base Solution and will fall under one of the following User Definitions.

A “**Named View User**” license permits one named natural person employed by, or under contract to, Customer or a Covered Entity to view all data, reports, and dashboards in the production environment. A Named View User license does not permit the user to load, calculate, consolidate, certify, or change data in any way.

A “**Named Interactive User**” license permits one named natural person employed by, or under contract to, Customer or a Covered Entity to access all functionality of the Software.

Customer may assign and reassign Named User licenses among individuals, provided that the frequency and/or nature of such assignment and/or reassignment does not have the effect of permitting more than one natural person from regularly using the Software under that Named User license.

For example:

**Permitted:** Alice is an employee of Customer and is associated with a Named View User license. Alice leaves Customer for a position with another company. Contemporaneously with Alice's departure, Customer disassociates the Named View User license from Alice and associates that Named View User with another employee, Bob.

**Not Permitted:** Charlie, Diane and Ed all work in the accounting department. Charlie is ostensibly the natural person associated with a Named Interactive User license, but Diane and Ed also use the Software under Charlie's account.

**Not Permitted:** Faye, Gene, and Harry work in Customer's accounting operation in three different locations around the world. Customer reassigns a Named Interactive User license three times each business day so that Faye, Gene, and Harry each use the Software as Named Users during different parts of the day.

**Permitted:** Ian cycles through the accounting department as an intern. Company associates him with a Named View User for the month he is there. When Ian rotates out of accounting, the Named View User license is disassociated from Ian and associated with Jane, the new intern.

All rights not expressly granted in these terms are reserved by OneStream.

## Attachment B

### Maintenance Service

1. Maintenance Service Generally. OneStream shall provide the services set forth herein ("Maintenance Service") for:

(a) In the case a Subscription License, for the duration of the subscription term; and

(b) In the case of a Perpetual License, a term of one year from the original delivery date of the Software or, if a renewal, from the maintenance anniversary date for the applicable Software.

2. Failures of Software to Conform to Documentation. OneStream will use commercially reasonable efforts to correct any reproducible failure of the Software to conform to its Documentation.

3. Standard Online and Telephone Support.

(a) During Telephone and On-line Support Business Hours (24 hours per day, seven days per week, except holidays), OneStream will provide to Customer, by telephone or Web session, technical assistance and general support of the Software, such as providing guidance and isolating, documenting, and finding work-arounds for problems or error messages.

(b) OneStream will provide to Customer access to OneStream support systems such as one or more support portals and the ability to log tickets.

(c) The following items are not included in Maintenance Service.

(i) Copying, downloading, and installing Updates (covered under Professional Services if required, or by Management Services if Customer and OneStream execute and deliver a OneStream Cloud Agreement);

(ii) Labor to install or upgrade software (covered under Professional Services if required, or by Management Services if Customer and OneStream execute and deliver a OneStream Cloud Agreement); and

(iii) Labor to provide a deliverable solution requested by the customer. (covered under Professional Services if required, or by a separate Statement of Work).

(d) OneStream will respond to requests for Maintenance Service according to the Maintenance Service Response Matrix attached as Attachment C.

(e) Direct support is limited to two named direct-support contacts for each OneStream Base Solution (such contacts must be located in the same support region as the Base Solution).

4. Software Updates. OneStream will make available to Customer each minor and major functional version and release of the Software that OneStream makes available to its maintenance customers generally ("Updates"). Updates do not include any versions, releases, or future products that OneStream licenses separately.

5. OneStream XF Marketplace. OneStream will provide to Customer access to the OneStream XF Marketplace and all solutions provided by OneStream in the OneStream FX Marketplace as of the Effective Date of this agreement will be available for free. Access and future updates of free solutions of Updates are a part of Maintenance.

6. Retirement of Releases. Maintenance Service is provided for the current major release of the Software and two previous major releases of the Software (each a "Supported

Release"). OneStream may cease offering or providing Maintenance Service for releases other than Supported Releases at any time after the first anniversary of the date upon which a release ceases to be a Supported Release.

7. Backups. Customers not on OneStream cloud services must ensure critical data has been backed up prior to OneStream's personnel providing Maintenance Service.

8. Exclusions. OneStream's obligations to provide the Maintenance Service will be reduced to the extent that the failure of the Software to conform to the Documentation is caused by: (i) use of the Software other than in accordance with this Agreement or the Documentation; (ii) modification of the Software or any part thereof other than by OneStream or with OneStream's written approval; or (iii) Customer failure to accept or implement an Update proffered by OneStream that would cause the Software to conform to the Documentation.

**Attachment C**

**Maintenance Service Response Matrix**

<b>Severity Level</b>	<b>Definition</b>	<b>Time to Acknowledge</b>	<b>Time to Initial Response</b>	<b>Time to Fix/Resolution</b>
<b>Business Critical</b>	Results in a major loss of service. No work-around. Failure occurs during a financial close cycle.	2 hours.	2 Hours.	24 hours from acknowledgement to fix the problem or cause the effect to quality for a lower severity level, such as a reduction to "Urgent."
<b>Urgent</b>	Results in a minor loss of service. A work-around is available. Failure occurs other than during a financial close cycle.	2 hours.	4 hours from acknowledgement.	5 business days from acknowledgement (or downgrade from higher severity level) to fix the problem or cause the effect to quality for a lower severity level.
<b>Normal</b>	Technical failure by the Software to function according to the Documentation. Software is functioning in all material respects. Customer's work is not materially adversely affected.	2 hours.	1 business day from acknowledgement.	20 business days from acknowledgement (or downgrade from higher severity level) to fix the problem or cause the effect to quality for a lower severity level.
<b>Low</b>	Enhancement request.	2 hours.	1 business day from acknowledgement.	Future release of the Software.

# ONESTREAM XF CLOUD TERMS

These OneStream XF Cloud Terms (these "Cloud Terms") are intended to be accompanied by an Order Schedule (defined below), issued by OneStream or OneStream's reseller, that identifies the number and kind of licenses, whether such licenses are Perpetual Licenses or Subscription Licenses (defined below) and other terms defining the license grants and services to be provided.

## 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 B.

(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 B.

(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) Termination Generally. 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) Transition Services; Notice. 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 these Cloud Terms. 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) Where no Transition Services are Requested. 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 A.

6. **FEES.**

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

(b) Management Services. Customer will pay to OneStream the fees for Management Services as identified in the applicable Order Schedule, 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) "Confidential Information" Defined. "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) Confidentiality and Use Generally. 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 these Cloud Terms.
- (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 these Cloud Terms (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 these Cloud Terms. 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 these Cloud Terms 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 these Cloud Terms 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 these Cloud Terms, 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 these Cloud Terms, at law, or in equity.

(e) **Duration of Confidentiality Obligations.** The confidentiality obligations under these Cloud Terms 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 these Cloud Terms 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 these Cloud Terms will be limited to direct damages not to exceed the amount paid under these Cloud Terms 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 these Cloud Terms. Any suit or other action arising out of, or related to, these Cloud Terms 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 these Cloud Terms or portion thereof is invalid or unenforceable under applicable law, it shall be omitted from these Cloud Terms without invalidating the remainder of these Cloud Terms.

(d) The waiver by either party of any default or breach of any provision of these Cloud Terms 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 these Cloud Terms 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 these Cloud Terms 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 these Cloud Terms, and these Cloud Terms expressly supersedes any other agreements, whether oral or written, with respect to the subject matter of these Cloud Terms. Each party acknowledges that it is not entering into these Cloud Terms on the basis of any representations or warranties not expressly contained in these Cloud Terms. Other than as specified in these Cloud Terms, these Cloud Terms 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, these Cloud Terms 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 these Cloud Terms will control.



## Attachment A

# 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.

# Attachment B Service Level Agreement

## Introduction

### About this Document

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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

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**"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

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#### 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

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#### 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:

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

**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:

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

**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:

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

## 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:

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

### 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:

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

**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:

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

### 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)



Request Types	Maximum Processing Time
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:

$$100\% - \text{Average Error Rate}$$

**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:

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

**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.

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

**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 divided by the Maximum Available Minutes in a billing month for the VPN Gateway. The Uptime Percentage is represented by the following formula:

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

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:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

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:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

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:

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

**Service Credit:**

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

**Attachment C**  
**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.