

Exhibit C: FedRAMP SaaS AGREEMENT

1. DEFINITIONS.

(a) **"Affiliate"** means a corporation, company, partnership, joint venture, or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party 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.

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

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

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

(e) **"Data Processing Terms"** means the terms found at <https://www.onestreamsoftware.com/saas-terms-and-conditions/> with respect to OneStream's processing of "Personal Data" as defined in the Data Processing Terms.

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

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

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

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

(j) **"OneStream"** means the OneStream Software LLC and its Affiliates.

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

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

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

(n) **"Support Services"** means the then current support services as specified in Support Service and Support Level found at Attachment B herein.

(o) **"Update"** means i) a release, version, or bug fix with respect to the Service that OneStream makes available to its customers generally at no additional charge in excess of the service fees for the applicable Service(s); that ii) OneStream has validated and approved, at least semi-annually, by having an independent and accredited third-party provider conduct both (A) penetration tests of such release and version of the Service, and (B) an audit of OneStream's authorized FedRAMP boundary which will follow standard FedRAMP guidelines for FedRAMP authorization of the Service, as is further specified in Section 3. of Attachment C. Updates do not include any Service, software, services, or future products that OneStream offers separately.

2. STRUCTURE.

(a) This "Agreement" consists of this SaaS Agreement, together with all Attachments, Order Schedules, and Statements of Work associated with this SaaS Agreement.

(b) Any conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (i) the Order Schedule, (ii) this SaaS Agreement, including the Documentation and any attachments to the SaaS Agreement, (iii) SOWs.

3. SERVICE.

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

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

(c) Customer may allocate and reallocate, and permit Customer Affiliates to allocate and reallocate, Named User privileges among Authorized Users, provided that the frequency and/or nature of such allocation and/or reallocation does not have the effect of permitting more than the number of Named Users to use the Service.

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

4. DATA SECURITY AND DATA PRIVACY.

(a) OneStream will provide the Service(s) using the data security processes, and according to the terms, found at Attachment C herein.

(b) OneStream will process Customer Data which contains Personal Data in accordance with the Data Processing Terms.

5. USE RESTRICTIONS.

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

Section 3(b); (iv) use a Service for the benefit of any person other than Customer or a Customer Affiliate, whether for timesharing, service bureau, or other purposes; (v) modify, or create derivative works of, any Service (it being understood that mere configuration of a Service as contemplated by the Documentation is not a modification or the creation of a derivative work); (vi) use any virtual session, automated process, scheme by which multiple natural persons use a Service, or any other means (including, but not limited to, artificial intelligences) to make greater use of any Service than is permitted under the user privileges specified in this Agreement and/or the applicable Order Schedule; (vii) use the Service in a manner not consistent with the Documentation; or (viii) otherwise use any Service except as expressly provided in this Agreement.

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

6. SUPPORT AND PROFESSIONAL SERVICES.

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

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

7. TERM.

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

(b) The Applicable term may be renewed for an additional one year by both parties exercising an option, executing a new Agreement in writing, or executing a new purchase order incorporating this Agreement in writing. OneStream may increase the price during any renewal term in accordance with the GSA Schedule Pricelist and GSA Schedule Contract.

8. PAYMENT TERMS AND TAXES.

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

(b) All amounts under this Agreement that are not subject to a good faith dispute of which Customer has given OneStream written notice are due within 30 days after the date of the invoice. If Customer fails to timely pay any amount as required by this Agreement, Customer will pay to OneStream late fees at the lower of 1% per month or the highest rate permitted by law.

(c) Except as otherwise expressly stated in an Order Schedule, all amounts are due in United States Dollars.

(d) OneStream shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

(e) If Customer requires that a purchase order number appear in this Agreement or any component of this Agreement, Customer must give notice of the same within seven days after the Effective Date. In any case, no Customer requirement for purchase order numbers or other clerical or similar requirements will delay or reduce any Customer obligation under this Agreement.

9. REFERENCE.

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

10. TERMINATION.

(a) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act) and FAR 52.233-1. During any dispute under the Disputes Clause, OneStream shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

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

(i) All of Customer's rights and use of the Service will immediately cease; and

(ii) OneStream will, at Customer's request made at any time prior to the 30th calendar day after the effective date of termination, provide to Customer, in industry-standard electronic form, a copy of such Customer Data as OneStream then holds using the Services.

(c) Termination is not an exclusive remedy.

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

(e) The provisions of Section 13 will survive according to their terms. The provisions of Sections 1, 8, 10, 12, 14, 16, and 17 will survive indefinitely any termination of this Agreement.

11. WARRANTY.

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

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

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

(d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONESTREAM'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE WARRANTY IN SECTION 11(a) SHALL BE

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

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

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

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

12. INTELLECTUAL PROPERTY INDEMNITY.

(a) OneStream will indemnify, defend, and hold harmless Customer and each Customer Affiliate from any claim by a third party that the Service infringes upon that third party's patent, copyright or trademark, or misappropriates that third party's trade secret, provided that: (i) Customer gives to OneStream prompt notice of the claim; and (ii) Customer and each Customer Affiliate give to OneStream control of the defense and/or settlement of the claim and reasonable assistance in conducting such defense and/or settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. OneStream will reimburse all reasonable out-of-pocket expenses incurred by Customer in providing such assistance. OneStream will not, without Customer's written consent (which consent Customer will not unreasonably withhold, delay, or condition) enter into any settlement agreement that binds an indemnitee that involves any substantive term other than the payment by OneStream of money and the release of the liability of the indemnitee.

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

continuation of the allegedly infringing activity after being notified thereof.

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

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

13. CONFIDENTIALITY.

(a) "Confidential Information" of a party means any information belonging to, or held by, the party, that is: i) designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; and ii) the subject of commercially reasonable efforts by the party under the circumstances to keep it from becoming generally known to the public.

(b) Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- (i) Not disclose the Confidential Information to any third party other than the receiving party's employees, agents, contractors, and/or professionals as permitted under this Agreement.
- (ii) Use, and permit the use of, the Confidential Information only for the purpose of performing its obligations, or enjoying its rights, under this Agreement (the "Purpose").
- (iii) Disclose the Confidential Information only to such of the receiving party's employees, agents, contractors, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose.
- (iv) Cause each employee, agent, contractor, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by the receiving party under law without a separate contractual obligation.
- (v) Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

(c) Nothing in this Section 13 will prevent the receiving party from disclosing or using the Confidential Information of the disclosing party to the extent that:

- (i) It is or becomes generally known to the public without any breach by the receiving party of Section 13(b);

- (ii) It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- (iii) It is independently developed by the receiving party without use of the disclosing party's Confidential Information; or
- (iv) It is required by law to be disclosed, provided that the receiving party, to the extent not prohibited by law:
 - (A) Provides to the disclosing party as much notice as is practicable under the circumstances of such requirement;
 - (B) Provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures; and
 - (C) Discloses only such Confidential Information as the receiving party, upon advice of its counsel, believes is required to be disclosed.

OneStream recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

- (d) Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing party, for which monetary damages might not be adequate, if the receiving party or any officer, director, employee, agent, professional, or contractor of the receiving party uses or discloses Confidential Information or any such person is likely to use or disclose Confidential Information in breach of the receiving party's obligations under this Agreement, the disclosing party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The rights in this Section 13(d) are in addition to any other rights of the disclosing party under this Agreement, at law, or in equity.
- (e) The obligations under this Section 13 will continue for the longer of:
 - (i) Five (5) years after expiration or termination of this Agreement; or
 - (ii) The time during which the Confidential Information remains a trade secret (as that term is defined in the Defend Trade Secrets Act) of the disclosing party.
- (f) The provisions of this Section 13 replace, preempt, and supersede, any confidentiality agreement, nondisclosure agreement, or similar agreement between the parties and/or their affiliates that existed prior to, or on, the Effective Date.

14. RIGHTS.

- (a) OneStream shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or other proprietary rights in: (i) each Service and all derivatives, improvements, enhancements or modifications thereto; and (ii) any software, applications, inventions or other technology developed in connection with the Services, including those developed through Professional Services.
- (b) Customer shall own all rights, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or proprietary rights in, Customer Data. Customer shall have the right to access their Customer Data during the Applicable Term as specified in the Support Services.

15. U.S. GOVERNMENT USERS. The Service and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Service" and "Commercial Computer Service Documentation," as such

terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212, the Service 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 the terms and conditions of this Agreement.

16. LIMITATION OF REMEDIES AND DAMAGES.

- (a) To the maximum extent permitted by law, except in the case of OneStream's gross negligence, willful misconduct, fraud, obligation under Section 12 (Intellectual Property Indemnity), or breach of an obligation under Section 13 (Confidentiality), regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability, or other theory:
 - (i) ONESTREAM'S AGGREGATE LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE LAST 12 MONTHS OF THE SERVICE (OR, IF 12 MONTHS HAVE NOT YET THEN PASSED, THE AMOUNT THAT WOULD HAVE BEEN PAYABLE HAD THE TERM OF THE AGREEMENT RUN 12 MONTHS); and
 - (ii) ONESTREAM WILL NOT BE LIABLE FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(b) The limitations in this Section 16 apply notwithstanding that OneStream knows, or has reason to know, of the possibility of any particular kind of damages or that such limitations cause a remedy to fail of its essential purpose.

17. GENERAL.

- (a) The Agreement shall be governed by and construed under the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement.
- (b) Any notice required or permitted to be given under this Agreement must be in writing and will be effective (i) if given by personal delivery, upon such personal delivery; (ii) if given by nationally-recognized courier or mail service (in either case that has real-time or near real-time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service; or (iii) if by e-mail, when sent, provided that sender receives no indication within four hours after sending that the e-mail message failed to reach the receiver. The addresses for notice are those in the preamble to this Agreement. Either party may change its notice address by providing notice to the other party.
- (c) OneStream may collect, use, and disclose quantitative data derived from the use of the Service for product development, performance, management, and improvement purposes, provided that any such data is aggregated upon collection and then anonymized, and therefore not identifiable as about Customer, or containing Customer Data or Confidential Information.
- (d) Each party will, and will cause its employees, directors, and officers (and, in the case of Customer, its Customer Affiliates and Authorized Users) to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (each an "Anti-Bribery Law"). The parties shall not engage in any activity, practice or conduct which would violate an Anti-Bribery Law. Each party shall have, maintain and enforce, throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws. For the avoidance of any doubt, any amounts paid

by Customer under this Agreement will be for the Service, Professional Services, and/or other fees incurred in accordance with this Agreement. Each party will not, and will cause its Customer Affiliates, employees, directors, and officers to not, accept bribes or kickbacks in any form. Each party will be liable to the other party for any breach by its respective, employees, directors, officers, Customer Affiliates, or subcontractors of any Anti-Bribery Law.

(e) Neither party may assign any right or obligation under this Agreement. Notwithstanding the foregoing, either party may assign all, but not less than all, of its rights and obligations under this Agreement (i) to any affiliate of the party or (ii) in connection with a public offering or with the sale, acquisition, or merger of all or substantially all of the party's business, assets, or equity.

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

(g) Import/Export.

(i) Each Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Service ("**Export Laws**"). Each party agrees to comply with Export Laws that apply to such party's use or provision of the Service.

(ii) Customer represents and warrants that neither it nor any Customer Affiliate or Authorized User is (A) an entity barred by the applicable Export Laws from participating in export activities (each a "**Barred Entity**") or (B) owned or controlled by a Barred Entity. A Barred Entity includes, but is not limited to, an entity located in any country subject to an embargo or other sanctions by the U.S. Government ("**Embargoed Country**"), which currently includes Cuba, Iran, North Korea, Russia, Syria, and Covered Regions of Ukraine (Crimea, Donetsk and Luhansk), or an entity designated on a "**Denied Party List**" maintained by the U.S. Government, including, but not limited to the U.S. Treasury Department's Specially Designated National's List administered by the Office of Foreign Assets Control and the U.S. Commerce Department's Entity List administered by the Bureau of Industry and Security.

(iii) Customer will not export, re-export, transfer, or otherwise use the export-controlled products in any Embargoed Country or allow any of its employees and affiliates to access any Service from any Embargoed Country.

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

(v) Customer will not use any Service for any purpose prohibited by Export Laws, including, but not limited to, the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

(vi) Without limiting Customer's payment obligations, Customer shall not make any payments to OneStream using a sanctioned financial institution.

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

(i) Excusable delays shall be governed by FAR 52.212-4(f).

(j) Neither party will be in breach of this Agreement to the extent that its performance (other than payment obligations) is prevented or delayed by a force majeure event, including but not limited to, war, riot, severe weather, earthquake, volcanic eruption, act of terrorism, government action, or other condition or circumstance not reasonably within the control of the affected party, provided that the affected party gives notice to the other party of the condition or circumstances and re-commences performance promptly after the applicable condition or circumstance ceases.

(k) The Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement expressly supersedes and cancels any prior or contemporaneous representations, warranties, and/or agreements, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be amended, and any right under this Agreement may be waived, only in a writing signed by the parties. No additional or conflicting term in a purchase order, other document, or procurement system will have any effect and OneStream may accept and process such forms as an administrative convenience to the parties without being deemed to have accepted any additional or different term.

(l) OneStream shall provide to Customer access to the OneStream Solution Exchange through the Applicable Term, which shall include: (i) OneStream solutions via MarketPlace; (ii) third party partner solutions via PartnerPlace; and (iii) unsupported solutions via OpenPlace. All solutions in the OneStream MarketPlace are owned or licensed by OneStream and shall be subject to and governed by the terms of this Agreement. ONESTREAM'S SOLUTION EXCHANGE IS NOT WITHIN ONESTREAM'S FEDRAMP AUTHORIZATION BOUNDARY, BUT ONESTREAM'S MARKETPLACE SOLUTIONS WHICH HAVE BEEN MADE AVAILABLE TO CUSTOMER AFTER PROPER IMPLEMENTATION AND CONFIGURATION, RECEIVE THE BENEFIT OF THE SERVICE'S OVERALL ARCHITECTURE, SECURITY AND PLATFORM BOUNDARY. ADDITIONALLY, ALL THIRD-PARTY PARTNER SOLUTIONS OFFERED THROUGH PARTNERPLACE, SHALL BE SUBJECT TO AND GOVERNED BY THE APPLICABLE THIRD-PARTY TERMS THAT ARE ASSOCIATED WITH SUCH THIRD-PARTY PARTNER SOLUTION. OPENPLACE SOLUTIONS WHICH MAY BE PROVIDED BY EITHER ONESTREAM OR A THIRD-PARTY, ARE NOT GOVERNED BY THE TERMS OF THIS AGREEMENT AND ARE PROVIDED ON AN AS IS BASIS WITH NO WARRANTY OR LIABILITY OF ANY KIND. ONESTREAM DOES NOT SUPPORT PARTNERPLACE OR OPEN PLACE SOLUTIONS AND FURTHER DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, LIABILITIES, AND ANY OTHER OBLIGATION FOR THEM. IT IS IN CUSTOMER'S SOLE DISCRETION WHETHER OR NOT TO ACCESS THIRD PARTY PARTNER SOLUTIONS OR OPENPLACE SOLUTIONS BASED ON THE FOREGOING.

Attachment B – SUPPORT SERVICES AND SERVICE LEVELS

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

(a) **“Available”** and **“Availability”** means the production instance of the Service can be accessed by Authorized Users during a calendar month, excluding Scheduled Downtime.

(b) **“Base Location”** unless specified otherwise, refers to the locality indicated in the address section of the Order Schedule.

(c) A **“Business Day”** is a Monday, Tuesday, Wednesday, Thursday, or Friday.

(d) **“Business Hours”** means 8:00 am to 6:00 pm on Business Days in the Base Location or, if a Base Location is not specified, US Eastern Time (UTC -5 during US Standard Time and UTC -4 during US Daylight Saving Time).

(e) **“Scheduled Downtime”** means such time as OneStream designates with at least 72 hours’ notice, such time to occur between 10:00 pm UTC Saturday and 10:00 pm UTC on the next succeeding Sunday and a maximum of 12 hours during any calendar month.

2. **Support Services.**

(a) Online and Telephone Support.

(i) OneStream will provide to Customer telephone technical assistance and general support of the Service, by web session or telephone technical assistance, after Customer initiates a customer support case on the customer support portal, 24 hours per day, seven days per week, except public holidays in the time zone in which the Base Location is located (if designated) in the applicable Order Schedule or, if not so designated, US Eastern Time. Such support includes providing guidance and isolating, documenting, and finding work-arounds for problems or error messages.

(ii) OneStream will provide to Customer access to OneStream support systems such as one or more support portals and the ability to create support requests. For all support requests Customer will specify the initial Severity Level (see Table 1).

(iii) Direct support is limited to six named direct-support contacts.

(b) Updates.

(i) Unless specified elsewhere in this Agreement, OneStream will provide support for the underlying software facilitating the Services in accordance with the OneStream Sunset Policy available at www.onestream.com/saas-terms-and-conditions.

(ii) When OneStream makes available an Update, it will post information about the availability, timing, and release notes with respect to such Update by such means (e.g., a OneStream portal) as it then generally uses to communicate such information to its customers of the Service. OneStream will install and configure each Update as and when OneStream makes the same available to similarly situated users generally. Customer may request that an Update not be applied and OneStream, in its sole discretion, will use commercially reasonable efforts to accommodate any such request for a limited amount of time. Notwithstanding the foregoing: i) an Update shall be required to be installed if Customer is more than one (1) version that is made generally available to OneStream’s FedRAMP customers behind OneStream’s then-current Update; and ii) OneStream will have no obligation to delay

the installation of an Update if such Update is critical to a material item related to the Service, which includes but is not limited to, Service functionality, security patches, authorization program compliance, or similarly material items related to the overall administration of the Service.

(iii) OneStream will provide support for the current version of the underlying software facilitating the Services and the immediately prior version.

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

(i) Use of the Service other than in accordance with this Agreement or the Documentation;

(ii) Modification of the Service or any part thereof other than by OneStream or with OneStream’s written approval;

(iii) That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);

(iv) Any condition identified in SaaS Agreement Section **Error! Reference source not found.**

3. **Service Levels.**

(a) Availability Requirement.

(i) OneStream will make production (i.e. not development, test, sandbox, nonproduction or pre-release) instances of the Service(s) Available at least 99.9% of the time each full calendar month during the Applicable Term other than during Scheduled Downtime (the **“Availability Requirement”**).

(ii) Failure of Availability begins upon Customer opening a support case for the lack of Availability and ends when OneStream restores Availability.

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

(c) Service Level Failure and Service Credit.

(i) Generally. If OneStream fails to meet the applicable Availability Requirements (a “Service Level Failure”) OneStream will give to Customer a Service Level Credits as follows.

(A) For the second Service Level Failure in a period of six consecutive calendar months, a Service Credit of 10% of the fees for the calendar month during which the second Service Level Failure occurred; and

(B) For the third Service Level Failure in a period of six consecutive calendar months, a Service Credit of 20% of the fees for the calendar month during which the third Service Level Failure occurred.

(d) Administration of Service Credits.

(i) Customer must report the Service Level Failure to OneStream promptly on becoming aware of it, either by opening a support case or giving notice.

(ii) Customer must request such Service Credit within 30 calendar days after the Service Level Failure.

(iii) Any Service Credits payable to Customer will be issued to Customer on the invoice following receipt by OneStream of the request.

(iv) Service Credits are Customer’s sole remedy, and OneStream’s sole obligation, with respect to Service Level Failures.

Table 1

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

Attachment C- DATA SECURITY PROCESSES AND TERMS

1. DEFINITIONS.

- (a) "Security Incident" means an event or series of events in which an unauthorized third party has accessed, compromised, misappropriated, destroyed, altered, received, or disclosed Customer Data.
- (b) Capitalized terms not otherwise defined in this Data Security Addendum have the meaning ascribed to them in the Agreement.

2. SECURITY PROGRAM.

- (a) **Generally.**
 - (i) OneStream has developed and implemented, and will maintain, monitor, and comply with, a comprehensive, written information security program that contains appropriate administrative, technical, and organizational safeguards designed to protect against anticipated threats or hazards to the confidentiality, integrity, or availability of Customer Data.
 - (ii) OneStream will review and, as appropriate, revise its information security program at least annually or whenever there is a material change in OneStream's business practices that can reasonably be expected to affect its security, confidentiality, availability, or integrity.
 - (iii) OneStream will not alter or modify its information security program in a way that is materially likely to weaken or compromise the confidentiality, integrity, availability, or security of Service.
- (b) **Encryption.** Where the Service permits, OneStream will implement encryption as described in the Documentation, and will not, without Customer's consent, decrease any level of encryption with respect to the Service. Per the foregoing, Transport Layer Security (TLS) 1.2 is used to encrypt data in transit. Data at rest is encrypted using AES-256.
- (c) **Acceptable Use.** OneStream will implement rules for the acceptable use of information and assets consistent with the requirements of this Attachment. OneStream shall comply with all laws with respect to privacy and data protection that applies to OneStream.
- (d) **Security Awareness Training.** OneStream will, at least annually, conduct security awareness training for its personnel that is appropriate to the job functions of such personnel.
- (e) **Screening.** Prior to an individual employee or agent of OneStream having access to Customer Data, OneStream will conduct a criminal background check, subject to applicable law, and other screening appropriate to the role of the individual and any access to Customer Data.
- (f) **Physical Security.** OneStream's physical locations are physically and logically separated from OneStream's Service. The OneStream Service is hosted via a cloud hosting service provider. OneStream performs a review of the cloud hosting service provider at least annually to ensure physical protections are met in accordance with industry standards.

3. ASSESSMENTS AND AUDITS

- (a) OneStream will, at least annually, cause an independent third-party provider to conduct penetration tests on a similar environment.
- (b) OneStream will cause a third party to perform a Standards for Attestation Engagements No. 18 (SSAE 18) audit, or any successor authoritative guidance for reporting on service organizations, at least once a year during the term of this Agreement, and will make available to Customer, at least annually, a copy of the reports OneStream receives related to compliance with SSAE 18 (e.g., SOC 1 Type II, SOC 2 Type II).
- (c) In an effort to maintain its FedRAMP authorization, OneStream will engage an accredited third-party assessment organization ("3PAO") at least annually to assess the security controls of the Service to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements per FedRAMP guidelines. OneStream will make available to Customer a copy of the security assessment report that documents the results of the assessment.
- (d) OneStream will make available to Customer each Audit Report upon request, subject to Customer's undertaking of such confidentiality obligations as the auditor requires.
- (e) OneStream will make available to Customer such audit results and similar security information as OneStream is entitled to receive from its vendors and contracting parties that bear on the processing of Customer Data, including, but not limited to, such audit results as are available from its service providers. Where any such vendor or contracting party imposes confidentiality or non-use restrictions on such information, Customer will comply with such restrictions and will, if required,

execute and deliver to such auditor any undertaking of confidentiality that the auditor requires.

- (f) OneStream acknowledges that Customer may be required to conduct regular due diligence of its suppliers, and OneStream, in its role as a supplier, will use commercially reasonable efforts to cooperate with third-party assessments requested by Customer, with 30 days' written notice, as it relates to Service(s) performed. Any such audit will be subject to a mutually agreed upon written scope. No audit scope will include any matter covered by the then-current Audit Report unless that matter is subject to a finding by the auditor in the Audit Report of non-conformity with the management statements underlying the Audit Report. Customer will bear all costs of such audit.

4. COMMUNICATIONS AND OPERATIONS MANAGEMENT

- (a) **Patch Management.** OneStream maintains a standard maintenance window to apply patches and other fixes. OneStream conducts regression testing of underlying patches in an OneStream test environment prior to introducing to the Service environment. If a critical update is necessary for security purposes, OneStream will notify Customer and take action to perform the updates as soon as possible irrespective of the standard maintenance window.
- (b) **Protections Against Malicious Code.** OneStream will implement detection, prevention, and recovery controls designed to protect against malicious code, including, but not limited to deploying malicious code detection and scanning on systems commonly affected by malicious code (e.g., servers).
- (c) **Boundary Protections.** OneStream has adopted a defense-in-depth approach to boundary protection, which includes virtual firewall appliances, network security groups (NSGs), load balancers, subnets, and a tiered architecture to ensure data flow is controlled and authorized in accordance with industry best practices. Inbound network traffic is only permitted using specific network protocols and ports based on the minimum requirements to operate the Service(s).
- (d) **Logging & Monitoring.** OneStream will employ security controls and tools to monitor systems used to provide the Service(s) and log relevant information security events. OneStream will review anomalies from security and security related audit logs and resolve logged security problems in a timely manner. OneStream will maintain log information in a manner designed to prevent tampering and unauthorized access and for a period of at least one year.

5. ACCESS CONTROL, IDENTIFICATION, AND AUTHENTICATION

- (a) OneStream will restrict access to systems used to provide the Service(s) to authorized OneStream personnel whose role requires such access and based on the principle of least privilege. The Customer is responsible for Service account management, including the creation, modification, enabling, disabling, and removal of user accounts to the Service.
- (b) OneStream provisions named user accounts for all authorized OneStream personnel. OneStream requires passwords be of sufficient strength, minimally adhering to NIST SP 800-63B password guidelines. Multifactor authentication (MFA) is required for all individual OneStream user accounts. OneStream personnel do not control or manage Customer identification and/or authentication to their OneStream application. The Customer is responsible for configuring and managing their SSO provider or Customer may opt to use native authentication.
- (c) OneStream performs periodic system access reviews to ensure OneStream personnel maintain appropriate access. OneStream will disable user accounts and other access by its individual personnel to OneStream systems used to provide the Service(s) within 8 hours after the termination of such individual's employment. OneStream will modify user access to OneStream systems used to provide the Service(s) within 24 hours after any change to such individual's role and privileges with respect to the Service.

6. VULNERABILITY MANAGEMENT

- (a) OneStream has developed and maintained a threat and vulnerability management program responsible for identifying vulnerabilities and risks for the systems used to provide the Service(s) and ensuring the timely implementation of security updates, patches, and configuration changes to address the security concern. Vulnerabilities must be corrected either directly by solving the vulnerability, or by developing or applying compensatory controls to mitigate the risk. For security vulnerabilities with a risk or severity rating of critical, high, or moderate, OneStream will apply appropriate security patches or otherwise render the vulnerability not exploitable within documented commercially reasonable timeframes.

7. SECURITY INCIDENTS

- (a) To ensure a consistent process for identifying, reporting, investigating, and closing Security Incidents, OneStream will develop, implement, document, maintain and comply with a Security Incident reporting process for the Service.
- (b) OneStream requires its personnel to promptly notify management in the event it has a reasonable belief that a Security Incident has taken place. If Customer suspects a Security Incident, Customer must promptly report the Security Incident(s) to OneStream via a support ticket.
- (c) On notice of any Security Incident, OneStream will:
 - (i) Contain and remedy the Security Incident or mitigate the impact of any Security Incident;
 - (ii) Take reasonable steps to prevent any further Security Incidents associated with current Security Incident;

- (d) OneStream will notify Customer without undue delay which in no event shall be greater than 1 hour upon determination that a Security Incident has occurred or is likely to have occurred and provide to Customer, upon request, a reasonably detailed incident report.
- (e) OneStream will cooperate in good faith with Customer to remedy or mitigate the impact of any Security Incident and retain for at least the period required by applicable law all information in OneStream's possession or control that reasonably relates to each Security Incident.

8. DISASTER RECOVERY

- (a) OneStream will maintain appropriate business-continuity and disaster-recovery procedures and systems to maintain the availability, integrity, confidentiality, and security of the systems used to provide the Service(s). During the Term, OneStream will not revise its business-continuity and disaster-recovery procedures in a manner that could reasonably be expected to materially degrade OneStream's ability to resume operations in the case of a disaster.

9. BACK-UP AND RETENTION

- (a) OneStream maintains a robust automatic backup system, ensuring continuity of the Service(s) in the event of unexpected failure or disaster. Databases are automatically backed up at the transaction level to allow for Point in Time Recovery (or "PITR") for the trailing seven (7) day period. In addition to PITR backups, databases also have weekly "snapshots" for long-term retention (or "LTR") for the trailing fifty-two (52) week period, subject to the Documentation.

10. DATA RETURN

- (a) Per the timelines and terms as specified in Section 10(c)(ii) of the Agreement, upon expiration or termination of the Applicable Term, Customer may request the return of Customer Data and OneStream shall provide a backup of the database file(s).

11. VENDOR RISK MANAGEMENT

- (a) OneStream maintains a vendor risk management program that is in line with industry best practices. On an annual basis, OneStream performs a review of critical vendors for the Service to validate the design and operating effectiveness of their controls.

12. THIRD-PARTY DEMANDS

- (a) To the extent not prohibited by law:
 - (i) OneStream will notify Customer of any warrant, subpoena, or other third-party demand made on OneStream regarding any Customer Data promptly after receipt; and
 - (ii) OneStream will comply with any preservation requests by 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.
- (b) If the services required to comply with this Section 8 are not otherwise included in the Service(s), Customer will pay to OneStream OneStream's then-current (but in any case, commercially reasonable) rates for such services.

Attachment D - PROFESSIONAL SERVICES PROGRAM

1. PROFESSIONAL SERVICES PROGRAM.

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

2. INTELLECTUAL PROPERTY.

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

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

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

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

4. **SERVICES POLICIES.** Professional Services are performed on a time and materials basis. Unless specified otherwise in an SOW, i) hours in excess of ten hours on a business day are payable at one-and-a-half times standard or quoted rates; ii) hours for work on weekends and OneStream holidays are payable at twice standard or quoted rates; and iii) hours for required international and weekend or corporate holiday travel time are payable at the standard or quoted rates using the official airline guide for travel time. Customer is responsible for all reasonable travel expenses outside the consultant's local area in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. Customer reimbursable expenses will be invoiced monthly as incurred. If Customer cancels the engagement less than five business days prior to its scheduled commencement date, Customer will pay OneStream all non-recoverable expenses. For Professional Services that are education services, all pre-paid retainer amounts purchased must be used within 12 months from date of purchase or they will expire.

5. **CHANGES AND TERMINATION.** Any changes to a SOW must be reflected in a new or revised SOW, a change order, or an amendment, which shall be signed by the parties. OneStream is not obligated to do any work not specified in a signed SOW or amendment. Either party may terminate a SOW with or without cause at any time by giving the other party 30 days' notice. Sections, **Error! Reference source not found., Error! Reference source not found.,** and 8 of this Attachment D will survive the termination of any SOW or of the Agreement.

6. **LIABILITY.** Notwithstanding Section 16 of this Agreement, ONESTREAM'S AGGREGATE LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF EACH SOW WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER SUCH SOW.

7. DEPENDENCIES/COOPERATION.

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

8. STAFFING, INDEPENDENT CONTRACTOR.

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