



# SaaS AGREEMENT

### OneStream

OneStream Software LLC  
362 South Street  
Rochester, Michigan 48307  
Phone: 248-650-1430  
E-Mail: [contracts@onestreamsoftware.com](mailto:contracts@onestreamsoftware.com)

### Customer

Name: The Texas A&M University System  
Attn: Teresa Edwards  
Address: 301 Tarrow St  
College Station TX 77840  
Phone: (979) 458-7700  
E-Mail: [teresa.bass@tamus.edu](mailto:teresa.bass@tamus.edu)

The "Effective Date" is the date of last signature below.

### OneStream

By: DocuSigned by:  
Bill Koefoed  
(Signature) 3BF003905B5B4B3...  
Bill Koefoed  
(Printed name)  
CFO  
Its: \_\_\_\_\_  
(Title) 5/17/21  
Date: \_\_\_\_\_

### Customer

By: DocuSigned by:  
Jeff Zimmermann  
(Signature) E2BE2924E69547F...  
Jeff Zimmermann  
(Printed name)  
Director of Procurement  
Its: \_\_\_\_\_  
(Title) 05/17/2021  
Date: \_\_\_\_\_

## 1. DEFINITIONS.

- (a) "Applicable Term" means the term stated in an Order Schedule or, if no such term is stated in an order schedule, the term stated in this Service Agreement.
- (b) "Authorized User" means an individual who is an employee or agent of Customer, or a Permitted Entity, and who is so designated by Customer.
- (c) "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.
- (d) "Demarcation Point" means the outermost point on OneStream's network perimeter with the public Internet (either primary or failover).
- (e) "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. OneStream will not change the Documentation in a manner that reduces or changes the described functionality in a way that is materially adverse to users of services that are substantially similar to Customer or the Permitted Entities.
- (f) "Order Schedule" means a OneStream order schedule in the form attached as Attachment A or other document containing substantially the same information, in either case executed and delivered by the parties.

- (g) "Permitted Entity" means a corporation, company, partnership, joint venture, or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Customer where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities, by contract, or otherwise.
- (h) "Service" means a OneStream service identified in an Order Schedule.
- (i) "Update" means a release, version, or bug fix with respect to the Service that OneStream makes available to its customers generally at no charge in excess of the service fees for the applicable Service(s). Updates do not include any software, services, or future products that OneStream offers separately.

## 2. STRUCTURE.

- (a) This "Agreement" consists of this Service Agreement, together with all Attachments, Order Schedules, and Statements of Work associated with this Service Agreement.
- (b) This Service Agreement will terminate when no Order Schedule then has an active Applicable Term and no executory obligation remains under any Statement of Work.
- (c) If, after this Service Agreement has terminated according to Section 2(b), the parties enter into a new Order Document and/or Statement of Work, this Service Agreement will again apply until the next time at which no Order Schedule then has an active

Applicable Term and no executory obligation remains under any Statement of Work.

### 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 Attachment C, solely for the internal business operations of Customer and the Permitted Entities.

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

(c) If any Permitted Entity qualifies as a Permitted Entity under Section 1(h) due to control of the Permitted Entity that is other than by direct or indirect ownership of at least a majority of the voting equity interests of the Permitted Entity, Customer will, upon OneStream's request, report to OneStream the identity of each such Permitted Entity.

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

**4. DATA SECURITY PROCESSES AND TERMS.** OneStream will provide the services using the data security processes, and according to the terms, stated in Attachment D.

**5. AFFILIATE SERVICES.** One or more of the Permitted Entities and OneStream may, but need not, enter into one or more Order Schedules. If and when such event(s) occur(s):

(a) Each Permitted Entity executing one or more Order Schedules with OneStream is a "Contracting Party;"

(b) A new and separate agreement (a "Contracting Party Agreement") is made between that Contracting Party and OneStream, which consists of:

(i) The Order Schedule(s) executed by the Contracting Party and OneStream; and

(ii) The terms contained in this Agreement, except that:

(A) The term "Customer" will mean the Contracting Party;

(B) No Order Schedule between Customer, as such, and OneStream will be considered a part of the Contracting Party Agreement; and

(C) The terms of this Section 5 will not apply (i.e. no further contracting for Services under Section 5 may take place under the Contracting Party Agreement, as such);

(c) Each Contracting Party Agreement will be a separate agreement between OneStream and the Contracting Party and neither Customer nor any other Contracting Party will have rights or obligations under such Contracting Party Agreement; and

(d) For the avoidance of doubt, each Contracting Party may make the Service(s) available under its respective Contracting Party Agreement to corporations, companies, partnerships, joint ventures, or other entities that qualify as Permitted Entities with respect to the Contracting Party, even if such corporations, companies, partnerships, joint ventures, or other entities do not meet the requirement in Section 1(h) with respect to Customer.

### 6. USE RESTRICTIONS.

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

Service for the benefit of any person other than Customer or a Permitted Entity, whether for timesharing, service bureau, or other purposes; (v) modify, or create derivative works of, any Service (it being understood that mere configuration of a Service as contemplated by the Documentation is not a modification or the creation of a derivative work), (vi) use any virtual session, automated process, scheme by which multiple natural persons use a Service, or any other means (including, but not limited to, automated processes or artificial intelligences) to make greater use of any Service than is permitted under the user privileges identified in Attachment B 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. If Customer uses the Service in manner that is outside of the uses permitted herein or in violation of the Documentation, Customer will cooperate with OneStream to address any applicable burden on the Service or pay an additional mutually agreed upon fee.

(b) Upon OneStream's request (not more often than once in a 12 month period unless OneStream has a reasonable belief that a violation of Section 3 and Section 6 has occurred), Customer will run such reports as OneStream requests and promptly provide such reports to OneStream, unaltered. If such reports reveal an actual use of the Software in excess of the use permitted by this Agreement, Customer will promptly pay to OneStream SaaS fees for such use. Such payment for overuse is not intended to preempt any infringement claim.

### 7. SUPPORT AND PROFESSIONAL SERVICES.

(a) OneStream will provide to Customer Support Services (as described in Attachment C) 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 C. A breach by a party with respect to professional services will not itself be a breach by that party with respect to other Services.

### 8. TERM, FEES, AND PAYMENT TERMS.

(a) The Applicable Term of each Order Schedule is stated in each Order Schedule. If no such term is stated in an Order Schedule, the term will be three years. OneStream may invoice for Service fees annually in advance at the beginning of the Applicable Term.

(b) If OneStream or Customer has not, by the date that is 60 days prior to the end of the initial Applicable Term with respect to an Order Schedule, given notice to the other party that it intends to not renew that Applicable Term, the Applicable Term will automatically renew for an additional two years. The total of all Applicable Terms may not exceed five years absent the express written agreement of Customer. OneStream may increase the price during any renewal term by up to 5% above the pricing effective at the end of the term prior to the renewal period.

(c) OneStream may 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.

(d) All amounts under this Agreement must be paid as provided under the Texas Prompt Payment Act (Texas Government Code Chapter 2251).. 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.

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

(f) Customer will pay all sales, use, consumption, VAT, GST, or other taxes associated with the Service, Support Services,

Professional Services, or other goods, services, or software (other than taxes on OneStream's income) ("Taxes"). OneStream will, according to state or other applicable law, invoice and remit Taxes to the applicable taxing authority. Any such invoicing and/or remittance does not discharge Customer from any obligation to pay any Tax beyond what was collected by OneStream if a government authority determines that additional Tax is required.

(g) Customer will make all payments without reduction for any Tax unless Customer provides to OneStream such evidence as OneStream reasonably requests to establish that such Taxes have been paid.

(h) 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.

(a) Except as provided in this Section 9 or to the extent that the fact of this Agreement or the relationship between the parties becomes readily ascertainable by the public through no act or omission of OneStream, OneStream will not use Customer's trademarks or trade dress in any press release or public promotional communication.

(b) OneStream may include Customer's name in a list of OneStream's customers that OneStream may provide on a confidential basis to OneStream's potential customers, so long as such inclusion, in context, is not misleading or imply an endorsement.

(c) Customer will consider in good faith, but need not grant, any request by OneStream:

- (i) To allow the use of Customer's logo on OneStream's website and marketing materials to represent that Customer is a OneStream customer;
- (ii) To allow OneStream to promote the selection of OneStream by Customer as Customer's new EPM software solution; or
- (iii) To provide a marketing quote for use in a press release and marketing materials for OneStream, in which case OneStream will provide to Customer the press release and date of the press release in advance for approval.

## 10. TERMINATION.

(a) Either party may terminate the applicable Order Schedule (or, if only one Order Schedule is then active, terminate this Agreement) upon notice to the other party if:

- (i) The other party breaches this Agreement and fails to cure such breach within 30 days (10 days for payment obligations) after the aggrieved party gives notice of such breach (it being understood that, if the breach cannot be cured, no cure period will apply); or
- (ii) The other party becomes unable generally to pay its debts as they become due, ceases to do business in the ordinary course, or dissolves, winds up, or its governing body approves such dissolution or winding up.

(b) Termination is not an exclusive remedy.

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

- (i) All of Customer's, Permitted Entities' and Authorized Users' use of the Service will immediately cease; and
- (ii) OneStream will, at Customer's request made at any time prior to the 10<sup>th</sup> calendar day after the effective date of termination, provide to Customer, in industry-standard

electronic form, a copy of such Customer Data as OneStream then holds using the Services.

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

(e) The provisions of Section 13 will survive according to their terms. The provisions of Sections 1, 8, 10, 12 and 16 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) 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 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:

- (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;
- (iii) ONESTREAM PROVIDES THE SERVICE 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 SERVICE, GOODS OR SERVICES, AGAINST INFRINGEMENT, OF MERCHANTABILITY, OR OF FITNESS FOR ANY PURPOSE.

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

## 12. INTELLECTUAL PROPERTY INDEMNITY.

(a) OneStream will indemnify, defend, and hold harmless Customer and each Permitted Entity from any claim by a third party that the Service infringes upon that third party's patent, copyright or trademark, or misappropriates that third party's trade secret, provided that: (i) Customer gives to OneStream prompt notice of

the claim and (ii) Customer and each Permitted Entity, give to OneStream sole control of the defense and/or settlement of the claim and reasonable assistance in conducting such defense and/or settlement. OneStream will reimburse all reasonable out-of-pocket expenses incurred by Customer in providing such assistance. OneStream will not, without Customer's written consent (which consent Customer will not unreasonably withhold, 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) Customer will, to the extent authorized under Texas law, indemnify, defend, and hold harmless OneStream from any claim by a third party that any software uploaded or used by Customer through the OneStream code editor function which includes but is not limited to the ability of Customer to write or otherwise insert business rules and formulas, infringes upon that third party's patent, copyright or trademark, or misappropriates that third party's trade secret, provided that: (i) OneStream gives to Customer prompt notice of the claim and (ii) OneStream gives to Customer sole control of the defense and/or settlement of the claim and reasonable assistance in conducting such defense and/or settlement. Customer will, to the extent authorized under Texas law, reimburse all reasonable out-of-pocket expenses incurred by OneStream in providing such assistance. Customer will not, without OneStream's written consent (which consent OneStream will not unreasonably withhold, delay, or condition) enter into any settlement agreement that binds OneStream that involves any substantive term other than the payment by Customer of money and the release of the liability of the indemnitee.

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

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

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

### 13. CONFIDENTIALITY.

(a) "Confidential Information" of a party means any information belonging to, or held by, the party, 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) 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 other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, within a reasonable time after, and in accordance with, the disclosing party's request. The receiving party may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes.

(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 readily ascertainable by proper means by 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, however the receiving party is not required to initiate or pursue any claim, defense, cause of action, or legal process or proceeding on the disclosing party's behalf; and

(C) Discloses only such Confidential Information as the receiving party, upon advice of its counsel, believes is required to be disclosed.

(d) Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing party, for which monetary damages might not be adequate, if the receiving party or any officer, director, employee, agent, professional, or contractor of the receiving party uses or discloses Confidential Information or any such person is likely to use or disclose Confidential Information in breach of the receiving party's obligations under this Agreement, the disclosing party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing party will also be entitled, to the extent authorized by law, 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 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 years after expiration or termination of this Agreement; or

(ii) The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of the disclosing party.

(f) The provisions of this Section 13 replace, preempt, and are a novation of, 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 right, 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, (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 right, title and interest in, and all copyrights, patents, trademarks, or other intellectual property or proprietary rights in, Customer Data.

**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 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 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) 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 PAID BY CUSTOMER FOR LAST 12 MONTHS OF SUBSCRIPTION FEES (OR, IF 12 MONTHS HAVE NOT BY 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, OR DAMAGE, TO RECORDS OR DATA, FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS.

(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 laws of the State of Texas without regard for the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement. Any suit or other action arising out of, or related to, this Agreement may be brought only in the courts of the State of Texas sitting in Brazos County, Texas or in the United States District Court for the Southern District of Texas – Southern Houston Division.

(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 realtime or near-realtime 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. If a receiver knowingly or intentionally renders an e-mail system incapable of receiving notice by that means, any notice sent by e-mail will nevertheless be effective upon sending. 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 industry analysis, benchmarking, analytics, marketing, and other business purposes, provided that any such data is anonymized, aggregated, not identifiable as about – or originating with – Customer, and not Customer's Confidential Information.

(d) Each party will, and will cause its employees, directors, and officers (and, in the case of Customer, its Permitted Entities and Authorized Users) to, comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (each an "Anti-Bribery Law"). The parties shall not engage in any activity, practice or conduct which would violate an Anti-Bribery Law. Each party shall have, maintain and enforce, throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws. For the avoidance of any doubt, any amounts paid by Customer under this Agreement will be for Service, services provided, and/or other fees incurred in accordance with this Agreement. Each party

will not, and will cause its Permitted Entities, employees, directors, and officers not to, accept bribes or kickbacks in any form. Each party will be liable to the other party for any breach by its respective Each party will, and will cause its Permitted Entities, employees, directors, and officers of any Anti-Bribery Law.

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

(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"). Customer agrees to comply with Export Laws that apply to Customer's use of each Service. OneStream certifies that it will only provide software to the Customer under this Agreement authorized for export, without an export license, to all countries and entities, except those in a country subject to a comprehensive embargo or other comprehensive sanctions by the U.S. Government ("Embargoed Country"), which currently includes Cuba, Iran, North Korea, Syria, and Crimea Region of Ukraine, 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.

(ii) Customer represents and warrants that neither it nor any Permitted Entity or Authorized User is (A) an entity barred by the applicable Export Laws from participating in export activities (each a "Barred Entity") or (B) owned or controlled by a Barred Entity. A Barred Entity includes, but is not limited to, an entity located in any country subject to an embargo or other sanctions by the U.S. Government ("Embargoed Country"), which currently includes Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine), 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.

(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.

(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) 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 party against which enforcement is sought. If and when an order document is used to carry out transactions for Service or services (such as a Customer purchase order or OneStream invoice or acknowledgement, or other document), no additional or conflicting term in a purchase order or other document will have any effect and the party may accept and process such forms as an administrative convenience to the parties without being deemed to have accepted any additional or different term.

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

(k) OneStream acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, OneStream will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Customer. OneStream acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and OneStream agrees that the agreement can be terminated if OneStream knowingly or intentionally fails to comply with a requirement of that subchapter.

(l) The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall be used by Customer and OneStream to attempt to resolve any claim for breach of contract made by OneStream that cannot be resolved in the ordinary course of business. OneStream shall submit written notice of a claim of breach of contract under this Chapter to Billy

Hamilton, Deputy Chancellor and Chief Financial Officer for Customer, who shall examine OneStream's claim and any counter claim and negotiate with OneStream in an effort to resolve the claim.

**(m) Independent Contractor.** OneStream is an independent contractor, and neither OneStream nor any employee of OneStream shall be deemed to be an agent or employee of Customer. Customer will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. OneStream shall observe and abide by all applicable laws and regulations, and, Customer's conduct policies when OneStream is on Customer's premises.

**(n)**

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires to following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**(o) Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, OneStream agrees that any payments owing to OneStream under this Agreement may be applied directly toward certain debts or delinquencies that OneStream owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**(p)**

**(q) Not Eligible for Rehire.** OneStream shall ensure that its employees participating in work for Customer have not been designated by Customer as Not Eligible for Rehire as defined in Texas A&M University System policy 32.02, Section 4. Non-conformance with this policy shall not be a material breach of this Agreement. In the event You are found to be in non-conformity with this policy, Texas A&M shall provide notice to You within 7 days and you shall have 30 days to cure. Franchise Tax Certification. If OneStream is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then OneStream certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that OneStream is exempt from the payment of franchise (margin) taxes.

**(r) State Auditor's Office.** OneStream understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. OneStream agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. OneStream will include this provision in all contracts with permitted subcontractors.

**(s)**

**(t) Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations (other than payment obligations) by,

or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

**(u) Loss of Funding.** Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to OneStream and Customer may terminate this Agreement without further duty or obligation hereunder. OneStream acknowledges that appropriation of funds is beyond the control of Customer.

**(v) Non-Waiver.** OneStream expressly acknowledges that Customer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**(w)] Conflict of Interest.** By executing this Agreement, OneStream and each person signing on behalf of OneStream certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Customer or Customer's Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**(x) Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, OneStream certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. OneStream acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**(y)** Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, OneStream certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. OneStream acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.

**(z)** Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, OneStream certifies that OneStream is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**(aa)** Records Retention. OneStream will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

**(bb)** Access by Individuals with Disabilities. During the term of the Agreement, OneStream will use commercially reasonable efforts to implement and, upon implementation, comply with accessibility guidelines pursuant to Web Content Accessibility Guidelines 2.0 Level A and AA Success Criteria (“WCAG 2.0 AA”) (the “Accessibility Standards”) by providing a Voluntary Product Accessibility Template (“VPAT”) attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the “EIR”) or provide a similarly-formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. Customer may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If OneStream should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, OneStream shall, in a timely manner and at no cost to Customer, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

**18. INSURANCE.**

**(a)** OneStream shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to OneStream under this Agreement. OneStream shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. OneStream is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without prior written notice to Customer at least thirty days before the effective date of the cancellation.

**(b)** Insurance:

**(i)** Worker’s Compensation

<b>(A)</b> Statutory Benefits (Coverage A)	Statutory
<b>(B)</b> Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee

\$1,000,000

Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for Customer. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

**(ii)** Automobile Liability: Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

**(iii)** Commercial General Liability

<b>(A)</b> Each Occurrence Limit	\$1,000,000
<b>(B)</b> General Aggregate Limit	\$2,000,000
<b>(C)</b> Products / Completed Operations	\$1,000,000
<b>(D)</b> Personal / Advertising Injury	\$1,000,000
<b>(E)</b> Damage to rented Premises	\$300,000
<b>(F)</b> Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures OneStream’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**(iv)** Cyber/Privacy Liability insurance with limits of \$1M per event, \$1M aggregate covering network security/privacy liability, privacy regulatory proceedings (including fines and penalties), privacy event expenses (mandatory/voluntary notification costs, credit monitoring, call center services, forensic, and any other fees, costs, or expenses necessary to comply with any security breach notification law that may be applicable), and cyber extortion payments. OneStream shall maintain for such length of time as necessary to cover any and all claims.

**(c)** OneStream will deliver to Customer evidence of insurance verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by OneStream under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal.

**(d)** All insurance policies, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name the Board of Regents for and on behalf of Customer and Customer as Additional Insureds.. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

**(e)** All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of Customer and Customer. No policy will be canceled without written notice to Customer at least thirty days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Customer thirty days prior to the effective date of cancellation, , or non-renewal relating to any insurance policy required in this Section 8.

**(f)** Any deductible or self-insured retention must be declared to and approved by Customer prior to the performance of any services by OneStream under this Agreement. OneStream is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

**(g)** Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Customer contact:

Name: Jackie Gibson  
 Address: 301 Tarrow, Suite 275  
 Facsimile Number:



Email Address: [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu)

(i)

(h) The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Customer in writing.



Attachment A - Order Schedule  
SaaS

Customer Name: The Texas A&M University System  
Contact/Bill to: Teresa Edwards  
Address: 301 Tarrow St  
College Station TX 77840  
Phone: 979-458-6080  
Email: Teresa.Bass@tamus.edu  
Base Location: Texas

Service Term: 3 years  
Effective Date: Date of Last Signature

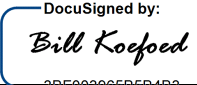
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
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[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

This Order Schedule constitutes Customer's commitment to purchase the SaaS set forth above and incorporates by reference all the terms and conditions of the SaaS Agreement between Customer and OneStream. Taxes are subject to change to ensure compliance with all applicable jurisdictions.

**OneStream Software LLC**

**Customer: The Texas A&M University System**

Signature:  \_\_\_\_\_  
3BF000065D5D409...  
Name: Bill Koefoed  
Title: CFO  
Date: 5/17/21

Signature:  \_\_\_\_\_  
E2BE2924E69547F...  
Name: Jeff Zimmermann  
Title: Director of Procurement  
Date: 05/17/2021

## Attachment B – Use Descriptions

### 1. Named User Privileges.

(a) **“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.

(b) **“Named Interactive User”** privileges with respect to an Authorized User permit one Authorized User to access all functionality of the Service including, for the avoidance of doubt, privileges associated with a Named View User.

(c) **Allocation and Reallocation; Assigned-User Functions.** Customer may allocate and reallocate, and permit Permitted Entities to allocate and reallocate, Named View User and Named Interactive 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 one natural person to use the Service. Examples of permitted and non-permitted activities and uses follow.

- (i) **Permitted:** Alice is an Authorized User with Named View User privileges. Alice leaves for a position with an unaffiliated company. Contemporaneously with Alice's departure, Customer disassociates those Named View User privileges from Alice and associates those Named View User privileges with another employee, Bob.
- (ii) **Not Permitted:** Charlie, Diane and Ed all work in the accounting department. Charlie is ostensibly the Authorized User associated with the Named Interactive User privileges, but Diane and Ed also use the Service under Charlie's account.
- (iii) **Not Permitted:** Faye, Gene, and Harry work in Customer's accounting operation in three different locations around the world. Customer reassigns Named Interactive User privileges three times each business day so that Faye, Gene, and Harry each use the Service as Authorized Users during different parts of the day.
- (iv) **Permitted:** Ian cycles through the accounting department as an intern. Customer makes him an Authorized User with Named View User privileges for the month during which he is there. When Ian rotates out of accounting, Customer disassociates those Named View User privileges from Ian and associates them with Jane, the new intern, who is now the Authorized User.

## Attachment C – 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” has the meaning given to that term by the applicable Order Schedule. If the applicable Order Schedule does not specify a Base Location, the country will be the United States of America.

(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) 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, OneStream will provide to Customer, by telephone or web session, technical assistance and general support of the Service, such as 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 log tickets.
- (iii) Direct support is limited to four named direct-support contacts.

(b) Updates.

- (i) When OneStream makes available an Update, it will post information about the availability, timing, and release notes with respect to such Update by such means (e.g., a OneStream portal) as it then uses to communicate such information to its users generally. OneStream will install and configure each Update as and when OneStream makes the same available to similarly situated users generally. OneStream will provide support for the current version of the underlying software facilitating the Services and up to two previous versions.
- (ii) Customer may request that an update not be applied and OneStream will use commercially reasonable efforts to accommodate any such request. OneStream will have no obligation to delay an Update if the Update is critical for functionality, patches a security issue, or is similarly essential.

(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); or
- (iv) Customer’s failure to accept an Update proffered by OneStream that would cause the Service to conform to the Documentation.

3. **Service Levels.**

(a) Availability Requirement.

- (i) OneStream will make production (i.e. not development, test, 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 ticket for the lack of Availability and ends when OneStream restores Availability.

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

(c) Service Level Failure and Service Credit.

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

(d) Administration of Service Credits.

- (i) Customer must report the Service Level Failure to OneStream promptly on becoming aware of it, either by opening a support ticket or giving notice.
- (ii) Customer must request such Service Credit within 15 Business 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
<b>Business Critical</b>	Problem that causes Service to fail to be Available to all or substantially all Authorized Users. No reasonable workaround is available.	Two hours from reporting.	Continuous efforts, 24 hours a day, seven days a week, from initial response to resolve the problem or cause the effect to qualify for a lower severity level, such as a reduction to "Urgent".
<b>Urgent</b>	Problem that causes Service to fail to be Available for a majority of users or performance is severely degraded. No reasonable workaround is available.	Four hours from acknowledgement.	Continuous efforts, during Business Hours, from initial response (or downgrade from higher severity level) to resolve the problem or cause the effect to qualify for a lower severity level
<b>Normal</b>	Problem that causes Service to fail to be Available for some, but not a majority, of users, or with respect to a non-critical function of the Service. Reasonable workaround is available to users in the short term while a longer-term resolution is implemented.	One business day from acknowledgement.	Commercially reasonable efforts from acknowledgement (or downgrade from higher severity level) to fix the problem or cause the effect to qualify for a lower severity level.
<b>Low</b>	Service is functioning in all material respects. Customer's work is not materially adversely affected.	One business day from acknowledgement.	Future release of the Service.

## Attachment D – 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 Service 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 Security Incidents.
- (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 the security, confidentiality, availability, or integrity. During the Term, OneStream will not revise its information security program in a manner that could reasonably be expected to materially reduce protections of Customer Data.
- (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 Customer Data.

#### (b) Encryption.

- (c) 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 Customer Data.
- (d) **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 law with respect to privacy and data protection that applies to OneStream.
- (e) **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.
- (f) **Control of Access Rights.** OneStream will disable user accounts and other access by its individual personnel to Customer Data within 24 hours after the termination of such individual's employment, contract, or agreement. OneStream will revise its individual personnel access to Customer Data within 24 hours after any change to such individual's role and privileges with respect to such Customer Data.
- (g) **Screening.** Prior to an individual employee or agent of OneStream having access to Customer Data, OneStream will conduct a criminal background checks and other screening appropriate to the role of the individual and any access to Customer Data.
- (h) **Physical Security.**
  - (i) OneStream will restrict access to OneStream's facilities to personnel having actual need to have such access.
  - (ii) OneStream will implement and enforce clean-desk, clear-screen, and similar processes.

### 3. ASSESSMENTS AND AUDITS

- (a) OneStream will, at least annually, cause an independent third-party provider to conduct penetration tests of the then-current release and version of the Software. OneStream will remediate any critical vulnerability revealed by such penetration test within 30 days after receipt of the report identifying such vulnerability.
- (b) OneStream will, at least annually, cause a third party to perform an audit of OneStream's own systems used to process Customer Data, as contemplated by Statement on Standards for Attestation Engagements No. 18 (SSAE 18) and produce a Service Organization Control 2 Type II report (each an "Audit Report") of such audit's findings.
- (c) OneStream will make available to Customer each Audit Report upon request, subject to Customer's undertaking of such confidentiality obligations as the auditor requires.
- (d) OneStream will promptly address any deficiency identified in an Audit Report.
- (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) Customer may audit OneStream's own books, records, and facilities as follows.
  - (i) Any such audit will be subject to a mutually agreed 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.
  - (ii) Any such audit will take place with at least 10 business days' notice and be conducted in a manner reasonably calculated to avoid or minimize disruptions to OneStream's operations and the operations of OneStream's other customers.
  - (iii) Customer will bear all costs of such audits.
  - (iv) Customer may engage a qualified third party to conduct the audit, provided that the third party undertakes confidentiality obligations to OneStream that are at least as robust as those contained in this Agreement.
  - (v) OneStream will use commercially reasonable efforts to facilitate each audit and cooperate with Customer, including, within the agreed scope of the audit, access to equipment, applications, and systems used by OneStream and OneStream personnel.

#### 4. COMMUNICATIONS AND OPERATIONS MANAGEMENT

- (a) **Protections Against Malicious Code.** OneStream will implement detection, prevention, and recovery controls designed to protect against Malicious Code, including, but not limited to:
  - (i) Deploying Malicious Code detection and scanning on all systems commonly affected by Malicious Code (such as workstations and servers);
  - (ii) Installing security patches according to OneStream's evaluation of the threat level addressed by such patches; and
  - (iii) Maintaining a regular security patch process in accordance with industry standards.
- (b) **Monitoring.**
  - (i) OneStream will employ security controls and tools to monitor systems used to provide the Service(s) and log user activities, exceptions, unauthorized information processing activities, suspicious activities, and information security events.
  - (ii) OneStream will maintain facilities and log information:
    - (A) In a manner designed to prevent tampering and unauthorized access; and
    - (B) For a period of at least 90 days.
  - (iii) OneStream will synchronize the clocks of all relevant information processing systems using an authoritative national or international time source.

#### 5. ACCESS CONTROL

- (a) **User Access Management.** OneStream will:
  - (i) Employ formal procedures for granting and revoking access to OneStream's systems used to provide the Services;
  - (ii) Employ a formal password management process in accordance with industry standards; and
  - (iii) Perform recurring reviews of users' access rights.
- (b) **User Responsibilities.** OneStream will:
  - (i) Restrict access to systems and applications storing or transmitting Customer Data by OneStream to only those individuals whose role requires such access based on need-to-know and need-to-access;
  - (ii) Require screen timeout, screen locking, and other industry-standard measures to be used with respect to OneStream workstations used to access or process Customer;
  - (iii) Submit a written request for the access to Customer Data and receive consent for the access;
  - (iv) Implement policies prohibiting OneStream personnel from sending, uploading, removing on portable media, or otherwise transferring Customer Data to a non-OneStream system (other than a system used by OneStream under contract to provide storage and computing resources) except where Customer directs, or consent to, such activity.
- (c) **Operating System Access Control.** OneStream will:
  - (i) Require secure login procedures to access operating systems;
  - (ii) Require that users use unique user IDs;
  - (iii) Restrict the use of utility programs that can override system and application controls to circumstances where such use is required; and
  - (iv) Shut down inactive sessions after a defined period of inactivity.

## **6. SECURITY INCIDENTS**

- (a) OneStream will:
  - (i) Implement a process to report Security Incidents through appropriate management channels as soon as possible;
  - (ii) Train all personnel and users of information systems and services how to report any observed or suspected Security Incidents;
  - (iii) Notify Customer within 48 hours of determination that a Security Incident has occurred or is likely to have occurred and provide to Customer, upon request, a reasonably detailed incident report;
  - (iv) 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; and
  - (v) Log all Security Incidents to the extent required by law.

## **7. 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.

## **8. 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.
  - (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 E - 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 services described in each SOW ("Professional Services").

**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 Service 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 Service Agreement.

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

**4. SERVICES POLICIES.** Professional Services are performed on a time and materials basis. Hours in excess of ten hours on a business day are payable at one-and-a-half times standard or quoted rates. Hours worked continuously without release or departure of OneStream personnel for the night are deemed expended on the same business day, even though midnight is reached and passed. Hours for work on weekends and OneStream holidays are payable at twice standard or quoted

rates. 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 approved in advance and in writing by Customer and in accordance with the Texas State Travel Guide. 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 or an amendment signed by the party against which the change is sought to be enforced. OneStream is not obligated to do any work not specified in a signed SOW or amendment. Either party may terminate a SOW with or without cause at any time by giving the other party 30 days' notice. Sections, 2, 2(c), 5, and 7 of this Attachment E will survive the termination of any SOW or of the Agreement.

**6. DEPENDENCIES/COOPERATION.** Customer will provide all Customer personnel, information data, software and hardware computing resources and other facilities that OneStream reasonably requires in connection with completion of the Professional Services. OneStream shall comply with all Customer security, privacy, acceptable use, and other applicable policies, rules, standards, and procedures related to any access by OneStream to Customer information technology systems.

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