

TERMS AND CONDITIONS

Training Services

These Training Terms and Conditions (the “Terms and Conditions”) apply to the purchase of Training Services by the OneStream customer or partner (referred to herein as the “Customer”) identified on the applicable Training Order Schedule or purchase made directly via the OneStream Learning Management System currently Navigator, (“LMS Platform”). Except as otherwise expressly provided herein, these Terms and Conditions are subject to, incorporate by reference, and are deemed to be a part of, (i) the SaaS or subscription agreement entered into between the parties, if Customer is a OneStream customer, or (ii) the Marketing Affiliate Agreement, Subcontracting Agreement, or the other agreement entered into place between the parties, if Customer is a OneStream partner (the underlying agreement together with all Attachments, Training Order Schedules, Statements of Work, and other documents expressly referred to as the “Agreement”). These additional Terms and Conditions shall apply only to the applicable Training(s) specified in the applicable Training Order Schedule or specifically purchased by Customer via the LMS Platform and not to Services covered by any other Order Schedule(s) or Statement(s) of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in these Terms and Conditions shall have the same meaning as in the Agreement. These Terms and Conditions shall enter in force upon the Effective Date of the Training Order Schedule or on the date of online purchase.

1. SCOPE.

These Terms and Conditions govern Customer’s purchase of Passport Subscriptions, On-Demand Training, or Instructor-Led Training (together referred to as “Training Services”).

2. TRAINING SERVICES.

a. Enrollment. Customer can purchase and enroll in any Training Services via the (i) LMS Platform, or (ii) execution of a Training Order Schedule with OneStream.

b. Beneficiaries. Customer may use any Training Services for the benefit of its own employees, agents, and contractors acting on its behalf, provided Customer shall be liable for such agent’s compliance with this Agreement (each of the foregoing natural persons, a “Beneficiary”).

c. Categories of Training Services.

i. Passport Subscriptions.

- a. A Passport training subscription (a “Passport Subscription”) includes certain online, on-demand, and self-led training classes as specified on the LMS Platform (the “Eligible Passport Content”) which a Customer’s Beneficiary may register for and access on the LMS Platform.
- b. Under a Passport Subscription, OneStream gives Customer one (1) personal and non-transferable seat for one (1) named Customer Beneficiary (or on an Enterprise basis as further detailed in the Training Order Schedule) to access certain Eligible Passport Content via the LMS Platform.
- c. A Passport Subscription has a one (1) year term (unless otherwise agreed by the parties in a Training Order Schedule) beginning upon activation. Except where otherwise expressly provided in the Agreement, if OneStream or Customer has not, by the date that is 30

days prior to the end of the then-current Term of the Passport Subscription, given notice to the other party that it intends to not renew the Passport Subscription(s), the applicable Passport Subscription(s) will automatically renew for subsequent one (1) year periods. OneStream may increase the price during any renewal term by up to the greater of: i) five percent (5%); or ii) the increase in CPI. “CPI” shall mean the US Consumer Price Index All Items Urban Consumers as published by the US Department of Labor for the 12-month period ending 60 days prior to the expiry of the then-current Passport Subscription term.

- d. Each Passport Subscription must be activated by Customer by redeeming the corresponding activation code provided by OneStream within 3 weeks of its receipt, with the exception of OneStream partners who purchased the Passport Subscription Enterprise offering for which the activation code will remain valid for the term of their applicable Training Order Schedule.
- e. A Passport Subscription may only be used by Customer for the Eligible Passport Content available at OneStream’s discretion on the LMS Platform.

ii. On-Demand Training.

- a. Premium eLearning On-Demand Training refers to any specific online, on-demand, and self-led training class purchased individually “a la carte” by Customer (the “On-Demand Training”) on the LMS Platform.
- b. For each On-Demand Training, OneStream gives Customer one (1) personal and non-transferable On-Demand Training access for one (1) named Customer Beneficiary to access on the OneStream LMS Platform the specific On-Demand Training class referred to on the applicable Training Order Schedule or upon online purchase.

- c. Any On-Demand Training will remain available to Customer for ninety (90) days (i) from the date of online purchase or (ii) if purchased via a Training Order Schedule, from redemption by Customer provided Customer must exercise redemption within thirty (30) days of signature. Upon expiration of this ninety (90) day period, Customer's access to such On-Demand Training will automatically terminate, without any refund or credit.

iii. Instructor-Led Training.

- a. Instructor-Led Training includes temporary access to a OneStream training server environment, including remote connection and security credentials, for the purpose of receiving scheduled online instructor-led training in real time during the agreed upon course dates (the "**Instructor-Led Training**"). Customer agrees to keep the training server environment security credentials confidential.
- b. OneStream requires a minimum of four (4) students registered within seven (7) calendar days of the Instructor-Led Training start date (the "**Student Minimum**"), or the class may be canceled at OneStream's discretion. If the Student Minimum has not been reached, each registered student will be notified via email and the applicable Customer will either (i) receive a full refund of any fees paid for such Instructor-Led Training, or (ii) have the option to be rescheduled to another date.
- c. Customer may substitute another Beneficiary if the original intended Beneficiary upon purchase can no longer attend, assuming the substituted Beneficiary has met all Instructor-Led Training prerequisites. Customer's failure to substitute an adequate Beneficiary will be considered a late cancellation by Customer and shall not give rise to any refund or credit.
- d. In case of cancellation by Customer of Instructor-Led Training, OneStream shall provide a refund to the Customer depending on the date of the notice of cancellation, as follows:
 - i. 14 or more calendar days prior: full refund of any fees paid by Customer to OneStream for such Instructor-Led Training;
 - ii. Between 13 and 7 calendar days prior: 50% refund of any fees paid by Customer to OneStream for such Instructor-Led Training;
 - iii. Under 7 calendar days prior: no refund.
- e. In the case of cancellation by OneStream of Instructor Led Training (except for failure to reach the Student Minimum as provided above), OneStream shall provide a full refund of any fees paid by Customer for such Instructor-Led Training.
- f. Notwithstanding the above refund policy, OneStream shall not be liable for any fees or expenses incurred by Customer, including any travel expenses, in case of

cancellation of any Instructor-Led Training by either party.

3. FEES, EXPENSES & TAXES.

- a. The fees to be paid by Customer for any Training Services shall be paid in advance.
 - i. Fees applicable to any Passport Subscription must be paid by Customer upon purchase annually in advance either (i) on the LMS Platform directly, or (ii) upon the execution of a Training Order Schedule by the parties, in accordance with the payment terms provided in the Agreement.
 - ii. On-Demand Training and Instructor-Led Training must be paid by Customer upon purchase, on an ad hoc basis, either (i) on the LMS Platform directly, or (ii) upon the execution of a Training Order Schedule by the parties.
- b. Except as otherwise expressly provided, OneStream will not pay any expenses incurred by Customer in relation to the Training Services.
- c. All amounts due to OneStream hereunder shall be paid by Customer in the currency indicated by OneStream upon purchase or in the applicable Training Order Schedule.

4. INTELLECTUAL PROPERTY.

Neither party, by virtue of these Terms and Conditions, shall gain any rights of ownership in copyrights, patents or other intellectual property of the other party (as to each party its "**Intellectual Property**"). As between the parties, OneStream shall own all right, title, and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the Training.

5. ADDITIONAL TERMS.

- a. **Training Services Policies and Applicable Terms.** The Training Services are at OneStream's entire discretion and subject to all applicable OneStream policies, any restrictions agreed by the parties in this Agreement, and the Navigator Terms and Conditions. The receipt of any Training by Customer or any of Customer's Beneficiaries as per these Terms and Conditions shall be subject to the acceptance of the then-current Navigator Terms and Conditions then made available by OneStream.
- b. **Disclosure of certification status.** In case the Training Services include or result in any Beneficiary taking or committing to take a OneStream certification exam, Customer and Beneficiary acknowledge and agree that such Beneficiary's OneStream certification status will be disclosed by OneStream to the relevant Customer to whom Beneficiary is acting on the behalf of (as its employee, agent, or independent contractor).
- c. **Termination by Customer without cause.** In case of termination of the Agreement by Customer without cause (if and as provided under the Agreement) or for any other reason except OneStream's material breach, the Training Services (and related Training Order Schedule, as applicable) will automatically terminate. Notwithstanding the foregoing, any fees due for

the entire term of the applicable Training Order Schedule and then unpaid will become immediately due by Customer without modification or reduction of Customer's payment obligations hereunder, and Customer will not be entitled to any credit or refund from OneStream.

- d. Liability.** To the maximum extent permitted by law, except in the case of OneStream's gross negligence, willful misconduct or fraud, regardless of the basis of recovery claimed, whether under contract tort, negligence, strict liability, or other theory OneStream's aggregate liability with respect to the Training Services will be limited to the amount of fees paid by Customer for such Training Services.
- e. Order of Precedence.** In the event there is any conflict between the provisions of the Agreement and the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall control. Except as stated herein, the terms and conditions of the Agreement remain in full force and effect and are hereby ratified. For the avoidance of doubt, Training Order Schedules shall not be considered Order Schedules as defined in, and for the purposes of, the Agreement.