

Certification Program Terms

These Certification Program Terms describe the certification program (the “Certification Program”) provided by OneStream Software LLC (“OneStream”). References to “you,” “your,” “yours,” and similar terms are to the individual participating in the Certification Program. These Certification Program Terms are in addition to the Non-Disclosure Agreement (the “NDA”) and the Logo License Agreement.

1. The Program Generally.

- (a) OneStream may, from time to time, offer one or more certifications that permit individuals to claim capabilities with respect to OneStream goods, services, or software and/or processes associated therewith (each such certification a “Certification”). This certification program is referred to as the “Program.”
- (b) Participation Requirements. To participate in the Program and obtain a OneStream Certification, you must:
 - (i) Be eligible and meet the prerequisites associated with the applicable Certification;
 - (ii) Take the applicable certification exam(s) (each an “Exam”) and achieve a passing score;
 - (iii) Comply with the terms associated with each applicable Certification;
 - (iv) Comply with the NDA;
 - (v) Comply with the terms of the “Logo License;” and
 - (vi) Adhere to all laws, rules, and regulations applicable to the Certification, including, but not limited to, as applicable, the Customer Agreement or Partner Agreement, these Certification Terms, and all policies adopted by OneStream with respect to the applicable Certification(s) (each a “Policy”) (all of the foregoing being the “Certification Requirements”).
- (c) Validity. Certifications are valid for a specific period of time as set forth by OneStream.
- (d) Your Responsibilities. At all times when you are holding yourself out as the recipient of a Certification, or at any time that you are providing services that relate to OneStream, you must:
 - (i) Conduct your activities in a professional and competent manner;
 - (ii) Promote OneStream in a manner that maintains the good name and reputation of OneStream;
 - (iii) Refrain from making representations, warranties, or guarantees to third parties with respect to OneStream or its goods, services, or software;
 - (iv) Refrain from any illegal, fraudulent, or deceptive acts or practices; and
 - (v) Otherwise comply with the terms of these Certification Program Terms.
- (e) Use of Name and Logo. Subject to your completion of and compliance with all applicable requirements, OneStream will grant to you the Logo License attached to these Certification Program Terms.
- (f) Changes. OneStream reserves the right to (i) update and change these Certification Program Terms, (ii) change the Certification Program or any aspect of it at any time, including, but not limited to, the right to retire Credentials, change certification requirements, and change Certification Program requirements and benefits, and (iii) discontinue the Certification Program. OneStream will post changes on the OneStream Certification Program website. You are responsible for checking the OneStream Certification Program website regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively.

2. Testing.

(a) Testing Rules.

(i) You will comply with all rules and regulations applicable to registration, administration, scoring and reporting of each Exam as set forth by OneStream and/or by one or more Exam providers, including, but not limited to, fully and truthfully cooperating with any investigation into testing irregularities. You will not engage in any misconduct in connection with the Exam, including, but not limited to:

- (A) Receiving or providing unauthorized assistance, or submitting work that is not your own;
- (B) Possession or use of unauthorized materials during any Exam;
- (C) Falsifying your identity or identification documents, or misusing any testing identification number, username, or other credentials that have been provided to you;
- (D) Allowing, hiring or soliciting another individual to test under your identity or using exam results that you did not validly obtain;
- (E) Failing to adhere to any testing policy, procedure, or directions;
- (F) Disclosing or disseminating the content of any Exam;
- (G) Smoking or consuming or being under the influence of alcohol or drugs during any Exam;
- (H) Engaging in disruptive, abusive, threatening, or destructive behavior during any Exam; distributing actual exam content or substantive descriptions of exam content by any verbal or written means, including, but not limited to Internet web postings, formal or informal test preparation, discussion groups, paper copies, chat rooms, forums, or social networking sites;
- (I) Seeking and/or obtaining unauthorized access to exam content, including, but not limited to, by means of the Internet or in person;
- (J) Providing incomplete or falsified information or documentation during registration;
- (K) Except when expressly authorized by OneStream and/or a test delivery partner, possession or use of any prohibited materials or equipment, including, but not limited to, mobile phones, laptop computer, hand-held computers/devices, books, notes, paper, writing materials, and any device that may be used to record data or capture images or such prohibited materials or equipment as may be intimated to the Candidate in advance;
- (L) Failing to adhere to any of the terms of the Non-Disclosure Agreement (“NDA”);
- (M) Altering or misrepresenting your status as a credentialed individual within the OneStream Certification Program to any individual or entity;
- (N) Taking an exam in violation of an exam retake policy or applicable waiting period; or,
- (O) Committing any other act or omission that would bring disrepute on OneStream or the OneStream Certification Program.

(b) Cheating. OneStream’s certification exams measure the ability of individuals to perform real-world tasks unassisted. To this end, the following behaviors are prohibited and may result in the pausing or immediate termination of an exam as it is being delivered or having exam results overturned and a certification withdrawn if evidence of these behaviors is discovered during or after the exam delivery.

- (i) Use of any materials in any form or by any means other than those provided in the exam environment during the exam;

- (ii) Communications with anyone other than an exam's proctor during the exam;
 - (iii) Use of any system other than the one(s) provided specifically to the Named Participant during the exam; or
 - (iv) Any other means for acquiring an unfair advantage with respect to the content or delivery of an exam, before or during an exam.
- (c) Retakes.
- (i) Exam retake processes and procedures are in place to protect the integrity of the OneStream's certification exam content. Violation of these processes and procedures in any way, including, but not limited to, registering for and retaking a OneStream exam under a new account within the waiting period, is a violation of the process and procedures and will be treated as a violation of these Certification Program Terms. If Candidate creates a new account in order to bypass the exam retake process and procedures, the results of the retaken exam will be invalidated. No refunds or credit will be provided by OneStream or the test delivery partner.
 - (ii) If candidates fail to successfully complete a OneStream Certification Exam, you may retake that Certification Exam only in accordance with the retake policy.
 - (iii) Candidates must wait 3 days before retaking a failed proctored exam. (Registration will be allowed on the 3rd day or, if later, the first business day after the 3rd day). After the second and all subsequent exam attempts, candidates must wait 14 days between attempts.
 - (iv) Candidates must wait 600 days (20 months) before retaking an Exam already passed.
 - (v) Candidates may not retake a beta exam at any time.
 - (vi) Candidates are only allowed four attempts to pass an exam in a 12-month period.
- (d) Exam Scoring Policy.
- (i) OneStream routinely publishes new versions of its OneStream Certification exams. The passing score for each exam version is set independently to maintain a consistent scoring standard across versions. For example, to maintain a consistent standard for success, a new version of an exam which contains more difficult questions than the prior version will be assigned a somewhat lower required passing score.
 - (ii) OneStream reserves the right to establish and alter the passing score without notice, and to have passing scores differ between various exams and between different versions of the same exam. OneStream also reserves the right to have certain questions be unscored test questions. Candidates will not be informed as to which questions are unscored. Exam results will reflect a Candidate's performance on the scored questions only. OneStream utilizes data forensics to determine if a Candidate's exam results are abnormal and outside the acceptable statistical range. As a result, candidates will receive their exam results 2-3 business days following the completion of their exam.
 - (iii) OneStream does not recommend an exam preparation strategy targeting the passing score, as passing scores are subject to change without notice. To maintain the integrity of our exams, Onstream does not share information about the exam questions or correct answers with any third parties or customers.
- (e) Exam Retirement Policy. The OneStream Certification Program normally provides 9060 days' notice for the retirement of any certification exam. Announcements will be posted on the Certification Program website. Candidates will also be notified via email if their certification status is due to expire, so please ensure your most current contact information appears in your OneStream Certification Profile and verify that you have selected to receive communications from the OneStream Certification Program.

- (f) Exam Vouchers.
 - (i) OneStream’s authorized Resellers may sell vouchers redeemable for Exam fees or other rights to take one or more Exams (each an “Exam Voucher”). OneStream does not guarantee the authenticity of Exam Vouchers that are obtained from any person other than OneStream or OneStream’s authorized resellers. Individuals who acquire and use counterfeit certification vouchers and/or certification vouchers obtained from an unauthorized source may be subject to program sanctions at the discretion of OneStream, including, but not limited to, a lifetime ban on taking all future exams and the nullification of all previous exam results and certifications. OneStream will not compensate candidates for counterfeit vouchers or vouchers obtained from an unauthorized source.
 - (ii) Exam Vouchers are purchased or granted in advance as future payment for a specific OneStream exam registration. At the time of exam registration, the Exam Voucher value is applied to the exam fee as payment to OneStream's authorized testing vendor.
 - (iii) Exam Vouchers:
 - (A) Can be used by one person, one time, for one exam discount/fee only in the country of Exam Voucher purchase;
 - (B) Are not valid after their respective expiration dates;
 - (C) Become void if altered or revised in any way;
 - (D) May not be redeemed for cash, credit or refund; and
 - (E) May be used only by a bona fide candidate for certification.
 - (iv) Neither OneStream nor OneStream authorized testing vendors are responsible for vouchers that are lost or stolen. Exam registrations paid for with Exam Vouchers must be completed before the voucher expiration date. Expired Exam Vouchers have no value.
 - (v) Exam Vouchers that include a free retake:
 - (A) Can be used by one person on a retake of the same exam;
 - (B) Can only be used for a retake if there is a failed first attempt on file; and
 - (C) Become void on the voucher expiration date.
 - (g) Confidentiality. You must comply with the terms of the NDA.
 - (h) Noncompliance.
 - (i) If OneStream determines that you have violated these Certification Program Terms, OneStream may, in its sole discretion, and without refunding any testing fees, cancel the results of any Exam, revoke any Certification, require you to retake an Exam, terminate your rights under this Agreement and/or the Logo License Agreement, and/or prohibit your participation in the Certification Program. OneStream may also impose a temporary or permanent ban on taking future Exams and/or notify your employer or other affiliated organization of such noncompliance.
 - (ii) You will pay to OneStream any and all costs and expenses incurred to investigate, resolve, or address your violations of these Certification Program Terms, including, but not limited to, any and all direct or indirect expenses, fees, or other costs incurred by OneStream as a result of claims, actions or litigation resulting from the violation.
3. Limitation of Liability. NEITHER ONESTREAM NOR ANY OF ITS AFFILIATES, LICENSORS, OR PROVIDERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR OTHER INDIRECT OR SPECIAL DAMAGES) ARISING IN CONNECTION WITH: (I) YOUR FAILURE

TO ACHIEVE ONESTREAM CERTIFICATION OR OTHER INABILITY TO PARTICIPATE IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN ANY CERTIFICATION PROGRAM OR (B) OUR DISCONTINUATION OF ANY CERTIFICATION PROGRAM, OR ALL OR PART OF THE PROGRAM; OR (II) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE CERTIFICATION PROGRAM OR YOUR USE OF OR ACCESS TO THE PROGRAM. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; REGARDLESS OF WHETHER ONESTREAM KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY PARTICULAR KIND OF DAMAGES; AND REGARDLESS OF WHETHER ANY SUCH LIMITATION CAUSES A REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

4. Arbitration. The following provisions apply to all claims, suits, or causes of action arising out of, or related to, this Agreement except claims by OneStream associated with your infringement, violation, or misappropriation of OneStream's intellectual property rights.
 - (a) General information.
 - (b) All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - (c) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration is very limited.
 - (d) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
 - (e) Arbitrators do not have to explain their reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel.
 - (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - (g) You agree to resolve by binding arbitration any claim, suit, or cause of action that arises out of, or is related to, this Agreement between you and OneStream. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. You agree to this arbitration both for yourself and for your heirs, administrators, representatives, executors, successors, assigns and anyone else claiming by or through you.
 - (h) Any award of the arbitrator(s) will be final and binding, and judgment on such award may be entered in any court having jurisdiction.
 - (i) No person will bring a class action to arbitration or seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until the class certification is denied, the class is decertified, or You are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated in this Agreement.
 - (j) If You do not live in the United States at the time a controversy arises between OneStream and You, any arbitration hearing will be held in Rochester, Michigan, USA unless otherwise agreed by OneStream and You, (i) You consent to personal jurisdiction of the courts of the State of Michigan to interpret and enforce these arbitration provisions described in this Agreement and (ii) arbitrations will be held in the English language unless otherwise agreed to by the parties.

5. **Export Control Restrictions.** OneStream observes and abides by all United States export control guidelines and sanctions rulings on applicable countries, organizations and individuals. OneStream will not deliver any Exams, training events, or services, public or private, to organizations or individuals subject to US export control restrictions or sanctions. No attendance in classes or purchasing of subscriptions, purchasing of Exam Vouchers, online access or other training materials and content will be allowed by any government, organization or individual subject to United States export control restrictions and sanctions, or by any organization or individual operating or residing in any country or region of a country currently under US export control restrictions or sanctions, regardless of where such purchases may originate or where the OneStream training events in question are being held. Individuals residing in the embargoed territories of Crimea, Cuba, Iran, North Korea, Syria and Sudan are prohibited from purchasing and using OneStream's products, attending OneStream training or taking exams with OneStream, a company headquartered in the United States and subject to U.S. Export Administration regulations. Individuals who present approved candidate identification showing a non-embargoed country residence may attend OneStream Training, take Exams and receive Certifications.

Non-Disclosure Agreement (NDA)

IMPORTANT: READ CAREFULLY BEFORE TAKING THIS EXAMINATION

THE DISCLOSURE TO YOU OF THIS EXAMINATION (THE "EXAM") AND/OR ANY ACCOMPANYING MATERIALS AND ANY DERIVATIVES THEREOF (THE EXAM AND ANY SUCH ACCOMPANYING MATERIALS BEING "EXAM MATERIALS") IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS NONDISCLOSURE AGREEMENT (this "NDA" or this "AGREEMENT"). BY CLICKING ON THE "START" BUTTON IN RESPONSE TO THE ACCEPTANCE QUERY, OR BY OTHERWISE RECEIVING OR TAKING THE EXAMINATION, YOU AGREE TO, AND ARE BOUND BY, THIS AGREEMENT.

This Agreement is between the person taking this exam ("You") and OneStream Software LLC ("OneStream")

1. You understand, acknowledge, and agree:

- (a) That the Exam Materials are the confidential property OneStream and are protected by OneStream's intellectual property rights;
- (b) That You may use the Exam Materials solely for the purpose of taking this Exam;
- (c) That You may not disclose the Exam Materials or discuss any of the content of the Exam Materials with any person, without prior written approval of OneStream;
- (d) That You may not distribute Exam Materials by Web postings, discussion groups, chat rooms, study guides, or any other means;
- (e) Not to remove from the examination room or online session any Exam Materials or any other material related to the Exam Materials, including, without limitation, any notes or calculations;
- (f) Not to copy or attempt to make copies, disclose, reproduce, download, post or publish, disclose, or distribute in any way, or otherwise reverse engineer, decompile or disassemble, or make any derivate works, (whether modified, translated, or in their original form), in whole or in part or by any means (oral, written, photocopied, electronic, reconstructed through memory or otherwise) of any Exam Materials;
- (g) Not to buy, sell, license, distribute, give away, transfer, receive, or obtain from any other source other than OneStream the Exam Materials, questions or answers;
- (h) Not to use any preparatory materials for an Exam Materials other than those made available and authorized by OneStream or a source expressly authorized by OneStream (including, but not limited to, "brain dump" material, information retained in human memory, or unauthorized publications of Exam Materials questions with or without answers);
- (i) Not to use any aids, notes, equipment or other materials not authorized by an Exam Materials delivery partner or OneStream during the examination, including, for example, the use of an unauthorized copy of the Exam Materials, or otherwise cheating during an examination;
- (j) Not to provide falsified documentation as a means of a false identity, false address, false email, or solicitation of someone to take a test on another's behalf.

2. Candidates must take no action to compromise the integrity or confidentiality of any OneStream Exam Materials or the associated examination and/or certification process. Prohibited actions include, but are not limited to, any of the following things.

- (a) Using any unauthorized preparation materials. The only authorized preparation materials for a OneStream Exam Materials are those made available by OneStream or a provider authorized by OneStream.
- (b) Utilizing an unauthorized copy of the Exam Materials, e.g., from a non-OneStream website.
- (c) Reproducing Exam Materials by any means, including reconstruction through memorization.

- (d) Misconduct as determined by observation or statistical analysis.
- (e) Requesting access to Exam Materials questions or other protected Exam Materials in forums, chat rooms or discussion groups, blogs, file sharing sites, or social networking sites.
- (f) Altering Exam scores, score reports, certificates, or digital credentials in any manner so-as-to misrepresent the certification status.
- (g) Giving or receiving unauthorized assistance during an examination.
- (h) Using OneStream Support Services for assistance with Exam Materials questions or to obtain Exam Materials questions and answers.
- (i) Hiding pertinent information regarding a violation of these rules, either intentionally or carelessly.
- (j) Causing a disturbance in, or violating any rule of, a testing facility.
- (k) Violating the Exam retake policy.
- (l) Using any Exam Materials in any way that would violate applicable law.
- (m) Violating the OneStream Exam Materials delivery partner's examination agreement in any way.

3. Violation of any of these provisions will cause irreparable harm to OneStream for which a remedy at law may be inadequate, and that OneStream shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction.

4. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You. This Agreement may be modified only by a writing signed by both parties. This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto. If any provision of this Agreement is illegal, invalid or non-enforceable, the remaining provisions shall nonetheless be legal, valid and enforceable. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws rules.

5. Arbitration. The following provisions apply to all claims, suits, or causes of action arising out of, or related to, this Agreement except claims by OneStream associated with your infringement, violation, or misappropriation of OneStream's intellectual property rights.

- (a) General information.
 - (i) All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - (ii) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration is very limited.
 - (iii) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
 - (iv) Arbitrators do not have to explain their reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel.
 - (v) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (b) You agree to resolve by binding arbitration any claim, suit, or cause of action that arises out of, or is related to, this Agreement between you and OneStream. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

You agree to this arbitration both for yourself and for your heirs, administrators, representatives, executors, successors, assigns and anyone else claiming by or through you.

- (c) Any award of the arbitrator(s) will be final and binding, and judgment on such award may be entered in any court having jurisdiction.
- (d) No person will bring a class action to arbitration or seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until the class certification is denied, the class is decertified, or You are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated in this Agreement.
- (e) If You do not live in the United States at the time a controversy arises between OneStream and You, any arbitration hearing will be held in Rochester, Michigan, USA unless otherwise agreed by OneStream and You, (i) You consent to personal jurisdiction of the courts of the State of Michigan to interpret and enforce these arbitration provisions described in this Agreement and (ii) arbitrations will be held in the English language unless otherwise agreed to by the parties.

6. OneStream may use exam statistics to identify anomalies in the exam results and candidate exam response time is subject to being measured and recorded. OneStream reserves the right to validate certification, accreditation, and authorization exam results and timing to complete an exam. If OneStream determines that any misconduct has occurred, OneStream reserves the right to determine if an award will be granted. Penalties for violating any policy can include up to and including a lifetime ban on all future exams and the nullification of all previous certifications, accreditations, and/or authorizations.

Certification Logo License Agreement

IN THE EVENT THAT YOU SUCCESSFULLY COMPLETE AND ARE AWARDED ACCREDITATION AND/OR AUTHORIZATION AND/OR CERTIFICATION FOR ONESTREAM PRODUCT ("CERTIFICATION") ONESTREAM AND/OR ITS AFFILIATES ("LICENSOR") IS WILLING TO LICENSE THE USE OF THE LOGO/TRADEMARK ASSOCIATED WITH THE RELEVANT CERTIFICATION TO YOU AS AN INDIVIDUAL ("YOU OR YOUR") ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE LOGO/TRADEMARK. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND ONESTREAM. BY CLICKING ON THE APPLICABLE BUTTON, PARTICIPATING IN ANY ONESTREAM CERTIFICATION PROGRAM, OR OTHERWISE ACCEPTING THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

1. Agreement to Use. Licensor grants You a non-exclusive, non-transferable license (the "Agreement") to reproduce, display, and transmit the applicable certification logo (the "Logo"), on Your personal business cards as a symbol of your OneStream Certification.

2. Scope of Use. The Logo is protected by United States and international copyright, trademark, and/or other law. Except for the Agreement, Licensor retains all right, title, and interest in and to the Logo. Any goodwill associated with the Logo will accrue solely to Licensor and You will obtain no right, title, or interest in or to any Logo other than the rights expressly granted under the Agreement. You will not use the Logo for any purpose other than for identification on a business card, e-mail footer, or similar indicia as holding the applicable OneStream Certification. You may not hold yourself out as a representative, agent, or employee of any Licensor. You may not transfer, lease, assign, sell, make available for timesharing or sublicense the Logo. No right, title or interest in or to any trademark, service mark, trade name, or trade dress of Licensor, other than the Logo, is granted by this Agreement.

You must use only the approved artwork provided by Licensor, and not display the Logo more prominently, or larger than, or before Your, or Your company's, name/log wherever displayed; not refer to or imply that Licensor produces, endorses, or supports Your products and services; not display the Logo in any publication or on a website that is pornographic, violent in nature, is in poor taste or unlawful, or which has a purpose or objective of encouraging unlawful activities; not use the Logo as a possessive or a plural form; include the appropriate ®, TM, or other notation, if provided with the Logo, with every use of the Logo; not include the Logo in connection with any product competing with a OneStream Product, including, without limitation, the sale or advertisement thereof; supply suitable specimens of Your use of the Logo at any time upon reasonable notice from Licensor; and comply with Licensor's request to correct, remedy, discontinue any use of the Logo which Licensor determines to be improper under this Agreement.

3. Restrictions. You may not hold yourself out as a representative, agent or employee of Licensor or any of its affiliates, nor may you imply, directly or indirectly, any relationship with Licensor beyond that of Certification on the relevant Product.

4. Certification. You may use the Logo as permitted by the Agreement until the expiration or termination of Your certification for the applicable OneStream Product. You may hold certification on more than one version of any Product and may use the Logo for each Product for the entire duration of the certification validity.

5. Remedies and Termination. You acknowledge and agree that violation of any of these provisions will cause irreparable harm to Licensor for which monetary remedies may be inadequate, and that Licensor shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such misuse, including obtaining an immediate injunction. Licensor may immediately terminate this license if you breach any term of the Agreement.

6. The following terms apply to Logos that take the form of a Digital Badge on the Acclaim platform (as operated by Credly). You may use any such Digital Badge only as stated below.

- (A) Within your email signature block;
- (B) In your social media account (LinkedIn, Facebook, Twitter, Google, etc.); or
- (C) Within your contact information in a digital presentation or document (PowerPoint, PDF, etc.).

You may not:

- (I) Modify the text on the Digital Badge;
- (II) Modify the code embedded in the Digital Badge;
- (III) Cause the Digital Badge to link to another web address;
- (IV) Continue to post the Digital Badge after the certification status has expired; or
- (V) Continue to post the Digital Badge after the certification has expired.

7. Arbitration. The following provisions apply to all claims, suits, or causes of action arising out of, or related to, this Agreement except claims by OneStream associated with your infringement, violation, or misappropriation of OneStream's intellectual property rights.

- (a) General information.
 - (i) All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - (ii) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration is very limited.
 - (iii) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
 - (iv) Arbitrators do not have to explain their reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel.
 - (v) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (b) You agree to resolve by binding arbitration any claim, suit, or cause of action that arises out of, or is related to, this Agreement between you and OneStream. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. You agree to this arbitration both for yourself and for your heirs, administrators, representatives, executors, successors, assigns and anyone else claiming by or through you.
- (c) Any award of the arbitrator(s) will be final and binding, and judgment on such award may be entered in any court having jurisdiction.
- (d) No person will bring a class action to arbitration or seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until the class certification is denied, the class is decertified, or You are excluded from the class by

the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated in this Agreement.

- (e) If You do not live in the United States at the time a controversy arises between OneStream and You, any arbitration hearing will be held in Rochester, Michigan, USA unless otherwise agreed by OneStream and You, (i) You consent to personal jurisdiction of the courts of the State of Michigan to interpret and enforce these arbitration provisions described in this Agreement and (ii) arbitrations will be held in the English language unless otherwise agreed to by the parties.

8. Miscellaneous. This Agreement is governed by the law of the State of Michigan, USA, excluding the choice of law and conflict of law provisions. This Agreement is the entire agreement between You and Licensor relating to its subject matter and the Agreement supersedes all prior or contemporaneous oral or written communications between the parties with respect hereto. If any provision of this Agreement is invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law. No modification to this Agreement or waiver of any provision of this Agreement is binding, unless in writing and signed by a duly authorized representative of each party. The Agreement will terminate upon Your breach of any term herein and You shall cease use of and destroy all copies of Logo. Each of OneStream Software LLC's affiliates is an intended third-party beneficiary of the Licensor rights under this agreement and may enforce it against You.

EXAM PRIVACY NOTICE

OneStream undertakes to collect and process personal data according to applicable laws. The collected information, which includes the fields in this form, is necessary for the purpose of registering you for the OneStream Accreditation, Certification, or Authorization program, and further to register you for the subscription, awards, program or incentive for which you are submitting your information (the 'registration'). Your contact information may also be used to deliver related marketing messages from OneStream and/or its channel partners. The personal information that you provide to us will be transferred to the OneStream group of companies and its authorized Partners in different parts of the world, including the U.S., that may have less protective data protection laws than the region in which you are situated (including the European Union). OneStream has taken steps so that the collected information, if transferred, receives an adequate level of protection. If you do not agree to your personal data being processed within the OneStream group or its authorized Partners, we may not be able to complete your request. Any emails we send you will contain unsubscribe information, and you may opt-out of future emails at any time.

If, and to the extent that, the Exam is administered by a third-party testing provider, the collection, use, sharing, and storage of your personal information by the testing provider will be according to the third-party testing provider's privacy statement.

You give your consent for OneStream to report to your employer and other applicable persons information about the certification exam(s) and your performance in connection therewith, including, but not limited to, whether you have taken one or more exams, whether you have passed or failed one or more exams, your score on one or more exams, and any irregularities (including, but not limited to, any invalidation) associated with your taking the exam(s). You may withdraw this consent at any time by e-mailing OneStream at privacy@onestreamsoftware.com, calling OneStream at 248-650-1430, or writing to OneStream at OneStream Software, LLC, 362 South Street, Rochester, Michigan 48307. This same contact information is available in the OneStream Privacy Statement at www.onestreamsoftware.com.

Except as otherwise stated in this Exam Privacy Notice, OneStream will collect, use, share, and store your personal information according to the OneStream's Privacy Statement available at www.onestreamsoftware.com.