DATA PROCESSING TERMS

These Data Processing Terms set out the rights and obligations of Customer as a controller (or processor) and OneStream as a processor (or subprocessor) with respect to Personal Data processed in connection with the Service(s). These Data Processing Terms do not apply to personal data processed by OneStream as a controller.

1. **Defined Terms**.

(a) **"Applicable Data Protection Law"** means any privacy and data protection laws and regulations relating to privacy, confidentiality, or security of Personal Data.

(b) **"Data Subject"** means the identified or identifiable natural person to which Personal Data relates.

(c) "**EU-US Data Privacy Framework**" means the European Commission implementing decision of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework and, where relevant, the UK extension to the same.

(d) **"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended, including, but not limited to, rules promulgated by the European Union thereunder.

(e) **"Personal Data"** means any information that may be processed at any time by OneStream in connection with the performance of the Agreement that relates to an identified or identifiable Data Subject, as defined under the Applicable Data Protection Law.

(f) **"Standard Contractual Clauses"** means (i) the standard contractual clauses approved by the EU Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU Standard Contractual Clauses**"); or (ii) any other comparable standard clauses enabling the international transfer of Personal Data as published by a regulator or government agency under Applicable Data Protection Law.

2. **Data Processing**.

(a) The purpose of the processing of Customer's Personal Data by OneStream is the delivery of the Service(s) identified in the Order Schedule.

(b) The details of such processing, including processing activities, Data Subjects categories, and Personal Data types, are set out in Appendix 1.

(c) Customer warrants that it has the necessary rights to transfer Personal Data to OneStream for processing as contemplated by the Agreement.

(d) OneStream will process Personal Data only on documented instructions from Customer, unless otherwise required to do so by Applicable Data Protection Law. In such circumstances, OneStream will inform Customer of that legal requirement before processing, unless prohibited.

(e) OneStream will immediately inform Customer if, in OneStream's opinion, an instruction infringes Applicable Data Protection Law. In such circumstances, OneStream's obligation to

Personal Data will be limited to processing that is in accordance with Applicable Data Protection Law only.

(f) OneStream will keep records of all processing performed under the Agreement and provide to Customer access to such records upon Customer's reasonable request.

(g) OneStream will ensure that its agents and employees that are authorized to process Personal Data have contractually committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

(h) OneStream will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

(i) To the extent not addressed in OneStream's SOC Reports, OneStream will allow for, and contribute to, audits, including inspections, conducted by Customer or a third-party auditor under Customer's instructions in accordance with OneStream's audit policy.

(j) OneStream will provide reasonable assistance to Customer in ensuring compliance with its obligations under Applicable Data Protection Law, taking into account the nature of processing and the information available to OneStream.

(k) OneStream will provide reasonable assistance to the Customer in the fulfilment of Customer's obligations to respond to requests by Data Subjects to exercise Data Subject's rights under Applicable Data Protection Law.

(l) OneStream will notify Customer of any request received directly from Data Subjects with respect to Personal Data processed for Customer. OneStream shall not respond to such requests unless Customer has otherwise authorized OneStream to do so or unless OneStream is obliged to respond in accordance with Applicable Data Protection Law.

(m) At Customer's option, OneStream will delete or return all Personal Data to Customer after the end of the provision of Service(s) and delete existing copies unless OneStream is required to store a copy pursuant to applicable law.

(n) OneStream will make available to Customer all information reasonably necessary to demonstrate compliance with its obligations under Applicable Data Protection Law.

(o) Notwithstanding anything in the Agreement to the contrary, Customer may terminate the Agreement, in whole or in part, if a material means by which Customer transfers Personal Data becomes unavailable (such as, but not limited to, invalidation by a court or a ruling or suspension by a data protection authority or supervisory authority) and OneStream is unable to implement an alternative transfer mechanism within a reasonable time.

3. **Subprocessing**.

(a) OneStream shall not subcontract any of its obligations under these Data Processing Terms to a subprocessor without Customer's prior authorization.

(b) Customer consents to OneStream engaging the then-current subprocessors identified at https://www.onestream.com/saas-terms-and-conditions/.

(c) OneStream will inform Customer of any intended changes concerning the addition or replacement of subprocessors and give to Customer the opportunity to object to such changes. In the event that Customer does not object within 30 days of such notice, the additional or replacement subprocessor will become an authorized subprocessor.

(d) Where any subprocessor fails to fulfil its data protection obligations, OneStream will remain fully liable to Customer for the performance of the subprocessor's obligations.

4. **International Transfers.**

(a) Where applicable, international transfers of Personal Data from the Customer to OneStream shall be subject to the relevant Standard Contractual Clauses, which are hereby incorporated by reference.

(b) Notwithstanding the foregoing, in the event that OneStream becomes lawfully able to receive or process the Personal Data under the EU-US Data Privacy Framework or the UK extension to the same (whether by virtue of self-certification under it or otherwise), then:

    (i) The EU-US Data Privacy Framework shall automatically be deemed to apply to the transfer of Personal Data from the Customer to OneStream from the EEA or the UK so long as it remains valid;

    (ii) the relevant Standard Contractual Clauses shall no longer apply to that transfer; and

    (iii) in the event the EU-US Data Privacy Framework is terminated or becomes invalid, or is no longer applicable to OneStream, then the applicable Standard Contractual Clauses shall once again apply.

5. **Data Breach.**

(a) Subject to any security terms set out in the Agreement, in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed by OneStream on behalf of Customer ("**Data Breach**"), OneStream shall notify Customer without undue delay, not to exceed 48h hours from OneStream's becoming aware of such Data Breach. Such notice shall:

    (i) describe the nature of the Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

    (ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;

    (iii) describe the likely consequences of the Data Breach; and

    (iv) describe the measures taken or proposed to be taken to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

(b) At Customer's request, OneStream shall cooperate with Customer to inform applicable supervisory authorities and Data Subjects (if required under Applicable Data Protection Laws), provided, however, that Customer will bear the cost of any such notifications.

Appendix 1
Details of Personal Data Processing

1. **Data Importer/Exporter**

   Customer shall be (i) the Controller (as defined in GDPR); and (ii) for the purposes of any applicable Standard Contractual Clauses; the Data Exporter.

   OneStream shall be (i) the Processor (as defined in GDPR); and (ii) for the purposes of any applicable Standard Contractual Clauses; the Data Importer.

   In respect of the EU Standard Contractual Clauses the Parties agree that Module 2 will apply to this Agreement.

2. **Processing Activities**

   Hosting services for software and the data that Customer elects to store using such hosting services.

   Making available, and maintaining and supporting, use of software and related services.

3. **Duration of Processing**

   For the duration of the Service(s) as set out in the Order Schedule, and up to 30 days thereafter.

   Where the Order Schedule provides for a subscription or perpetual license, for the period during which OneStream provides maintenance and/or support for the applicable software.

4. **Data Subjects**

   Customer will determine the Data Subjects whose Personal Data will be processed. Customer anticipates that the following types of Data Subjects will be covered:

   - Persons who use the hosting services and software as a part of their work for Customer.
   - Persons who are the source of, or the responsible person associated with, data that Customer provides as part of its use of the software.

5. **Categories of Personal Data**

   Customer will determine the categories of Personal Data that will be processed. Customer anticipates that the following categories of Personal Data will be covered:

   - Names and business contact details such as work email address, office address, telephone number and job title
   - Employee ID number or other account numbers

   For Customers using the People Planning module, sensitive or special category personal data may also be processed such as personal data relating to employee benefits, tax and payroll information and ethnic background.

6. **Processing operations**

   Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure and destruction for the duration of processing identified above.

7. **Authorized Subprocessors**

Customer authorizes OneStream's use of subprocessors identified at https://www.onestream.com/saas-terms-and-conditions/

8. Competent Supervisory Authority

For the purposes of clause 13 of the EU Standard Contractual Clauses, the Competent Supervisory Authority shall be the Supervisory Authority with jurisdiction over the Customer at its address identified in the Agreement.

9. Governing Law and Jurisdiction

For the purposes of clause 17 of the EU Standard Contractual Clauses, the governing law shall be Dutch law.

For the purposes of clause 18 of the EU Standard Contractual Clauses, the courts sitting in Amsterdam will have jurisdiction, with the presiding language in English.