

## PARTNER PROGRAM DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) constitutes part of, and is incorporated into, the OneStream Partner Program Universal Terms, together with the Partner Solutions Development Supplement, and the Partner Schedule(s) executed by the parties (together, the “Underlying Agreement”), which governs Partner’s participation in OneStream Partner Program for Partner Solutions Development and is effective on the Partner Schedule Effective Date. All capitalized terms not defined in this DPA shall have the meanings set forth in the Underlying Agreement. For the avoidance of doubt, all references to the “Agreement” shall include this DPA, including the Standard Contractual Clauses where applicable.

For the purpose of Partner’s participation in OneStream Partner Program for Partner Solutions Development as provided in the Underlying Agreement, OneStream and Partner may provide to each other certain personal data regarding Customer and the OneStream Offerings and Partner Solutions’ end users. This Agreement is intended to cover and personal data flows from one party to the other and states the obligation of either party when acting as subprocessor (the “Subprocessor”) on behalf and under the instruction of the other party acting as a processor for Customers (“Prime”) with respect the Covered Personal Data.

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**1. Defined Terms.** Without limiting anything else in this Agreement, the following terms will have the following meanings. Where this Agreement defines a term, the definition applies only with respect to this Agreement and, except as otherwise stated in this Agreement, this Agreement does not modify any defined term, as such, in any agreement that refers to this Agreement.

(a) “Applicable Data Protection Law” means GDPR, UK Data Protection Act 2018, the Swiss Federal Act on Data Protection and other analogous legislation which applies to the Parties respective controller/processor obligations under this Agreement.

(b) A “Data Subject” is the identified or identifiable natural person to which Personal Data relates.

(c) “Covered Personal Data” means Personal Data (i) that is protected by Applicable Data Protection Law and (ii) that Subprocessor Processes in connection with, or in the course of performing under, an Underlying Agreement.

(d) “EEA” means the acceding member states under the European Economic Area Agreement, as such member states may accede or exit.

(e) “End Customer” the customer who is receiving the benefit of the Services as outlined in the Underlying Agreement between the Parties.

(f) “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.

(g) “Personal Data” has the meaning given to that term by the GDPR.

(h) “Processing” and “Processor” have the meanings given to those terms by the GDPR.

(i) “Standard Contractual Clauses” means 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, Module 3 (processor-to-processor), or any further version approved by EU Commission Decision, which are deemed to be incorporated into this Agreement.

(j) “Underlying Agreement(s)” has the meaning ascribed to it in the preamble to this DPA.

**2. Generally.**

(a) The subject matter, nature, and purpose of the Processing by Subprocessor is the delivery of the goods, services, and/or software identified in the Underlying Agreement(s) and Appendix 1.

(b) The type of Personal Data and categories of Data Subjects are the types and categories contemplated by the Agreement and Appendix 1.

(c) Prime warrants that it has the necessary rights to transfer Covered Personal Data to Subprocessor for Processing as contemplated by this Agreement.

(d) Subprocessor will Processes Covered Personal Data only on documented instructions from Prime, unless required to do so by Applicable Data Protection Law to which Subprocessor is subject. In such a case, Subprocessor will inform Prime of that legal requirement before Processing, unless prohibited.

(e) Subprocessor will ensure that its agents authorized to process the Covered Personal Data have contractually committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

(f) Transfers of Covered Personal Data from the EEA, UK or Switzerland to a third country or an international organization will be subject to Standard Contractual Clauses.

(g) Taking into account the nature of the Processing, Subprocessor will assist Prime by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Prime’s obligations to respond to requests for exercising the Data Subject’s rights laid down in Applicable Data Protection Law. Subprocessor will notify Prime of any request received directly from Data Subjects with respect to Covered Personal Data Processed for Prime. Subprocessor shall not respond to such requests unless Prime has otherwise authorized Subprocessor to do so or unless Subprocessor is obliged to respond in accordance with Applicable Data Protection Law.

(h) Subprocessor will provide reasonable assistance to Prime in ensuring compliance with the obligations under Applicable Data Protection Law, specifically GDPR Articles 32 (Security of Processing), 33 (Notification of a Personal Data Breach to the Supervisory Authority), 34 (Communication of a Personal Data Breach to the Data Subject), 35 (Data Protection Impact Assessment), and 36 (Prior Consultation), taking into account the

nature of Processing and the information available to Subprocessor.

(i) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Subprocessor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. Subprocessor:

- (i) will, in assessing the appropriate level of security, take into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed;
  - (ii) may use adherence to an approved code of conduct contemplated by GDPR Article 40 or an approved certification mechanism as contemplated by GDPR Article 42 as an element by which to demonstrate compliance with the requirements of this Section 2(i); and
  - (iii) will take steps to ensure that any natural person acting under the authority of Subprocessor who has access to Covered Personal Data does not Process Covered Personal Data except on instructions from Prime unless he or she is required to do so by Applicable Data Protection Law.
- (j) At Prime's option, Subprocessor will delete or return all Covered Personal Data to Prime after the end of the provision of services relating to Processing and delete existing copies unless Applicable Data Protection Law requires storage of the Covered Personal Data.
- (k) Subprocessor will make available Prime all information reasonably necessary to demonstrate compliance with its obligations under Applicable Data Protection Law and in particular under GDPR Article 28 and allow for, and contribute to, audits, including inspections, conducted by Prime or another auditor mandated by Prime. Subprocessor will immediately inform Prime if, in Subprocessor's opinion, an instruction infringes Applicable Data Protection Law. In such circumstances, Subprocessor's obligation to Process Covered Personal Data will be limited to Processing that is in accordance with Applicable Data Protection Law only.

(l) Subprocessor will keep records of all Processing performed under the Agreement and provide to Prime access to such records upon Prime's reasonable request.

(m) Notwithstanding anything in any Underlying Agreement to the contrary, Prime may terminate the Agreement, in whole or in part, if:

- (i) Subprocessor materially breaches any obligation under this Agreement; or
- (ii) A material means by which Prime transfers Covered 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).

(n) The obligations under this Agreement with respect to Covered Personal Data (including, but not limited to, the third-party beneficiary rights) will survive any termination of any Underlying Agreement or this Agreement.

### 3. Subprocessing.

(a) Subprocessor will not engage another processor without prior specific or general written authorization of Prime. In the case of general written authorization, Subprocessor will inform Prime of any intended changes concerning the addition or replacement of

other processors and give to Prime the opportunity to object to such changes. Prime consents to Subprocessor engaging the subprocessors identified in Appendix 1.

(b) Where any subprocessor fails to fulfil its data protection obligations under such written agreement, Subprocessor will remain fully liable to Prime for the performance of the subprocessor's obligations under such agreement.

4. **Data Breach.** Subject to any security terms set out in the Underlying Agreement, in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Covered Personal Data transmitted, stored or otherwise processed by Subprocessor on behalf of Prime ("**Data Breach**"), Subprocessor shall notify Prime without undue delay. Such notice shall:

(a) 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;

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

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

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

5. **Data Subjects as Beneficiaries.** Where, but only to the extent that, Applicable Data Protection Law requires that Prime cause Subprocessor to make one or more Data Subjects of Covered Personal Data third-party beneficiaries of one or more obligations in this Agreement, each such Data Subject is an express third-party beneficiary of Subprocessor's obligations under this Agreement.

### 6. Additional Provisions.

(a) Services Not Covered by the Underlying Agreement. Where an obligation of Subprocessor under this Agreement is not covered by the Underlying Agreement, Prime will pay Subprocessor for the services associated with such obligation at Subprocessor's then-current (but, in any case, commercially reasonable) rates. For example, if Prime requires administrative or similar services to meet Data Subject demands of the kind contemplated by Section 2(g) or a data protection impact assessment as contemplated by Section 2(h), and such services are not covered by the Underlying Agreement, Prime will pay Subprocessor for such services.

(b) Limitation of Liability. Subprocessor's liability under this Agreement will be limited to the same extent that the Underlying Agreement limit(s) liability for ordinary breaches of such Underlying Agreement.

(c) Separate from Confidentiality Obligations. For the avoidance of doubt, the obligations under this Agreement are separate and independent from any obligation of confidentiality, or limitation on use of information, (whether styled "confidentiality" or otherwise) under the Underlying Agreement. A breach by Subprocessor of an obligation under this Agreement is not necessarily a breach of a confidentiality obligation under an Underlying Agreement. For the avoidance of doubt, no exclusion from a limitation of liability for a confidentiality obligation will operate to result in unlimited liability under this Agreement.

(d) Choice of Law.

- (i) Where Applicable Data Protection Law requires that this Agreement be governed by the law of an EEA country, the United Kingdom or Switzerland, such law will govern this Agreement, but only to that extent.

- (ii) Otherwise, this Agreement shall be governed in all respects by the governing law of the applicable Underlying Agreement or, if no governing law is specified by the Underlying Agreement, by the laws of the State of Michigan without regard for its conflict of laws provisions.
- (e) Assignment. 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 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 financial and technical 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) Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery, (b) 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 (c) if given by fax, at the beginning of the next business day at the

receiver's location, provided that the sender's fax device generates a confirmation that the fax arrived at the receiver's device and that there is no indication in the course of the transmission that the notice did not arrive at the receiver's fax device. The addresses for notice for each Party are those in the preamble to this Agreement. Either Party may change its address for notice by notice to the other Party.

(g) Waiver. The waiver of, or failure of either Party to exercise, any right in any respect provided for herein shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion.

(h) Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(i) Counterparts. This Agreement may be executed in one or more counterparts.

(j) Drafting Party. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

(k) Entire Agreement. This Agreement, together with its appendices and the Underlying Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and the Underlying Agreement and there are no representations, understandings or agreements about the subject matter of this Agreement and the Underlying Agreement that are not fully expressed in this Agreement and the Underlying Agreement. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in a record signed by the Party against which enforcement is sought.

# Appendix 1

## Details of Personal Data Processing

### 1. Data Importer/Exporter

Either party may be (i) the Processor (as defined in GDPR) acting on behalf of the Customer; and (ii) for the purposes of Annex I.A of the Standard Contractual Clauses, the Data Exporter.

Reciprocally, either party may be (i) the Subprocessor (as defined in the preamble to this DPA), and (ii) for the purposes of Annex I.A of the Standard Contractual Clauses, the Data Importer.

Accordingly, the Parties agree that Module 3 (processor-to-processor) of the Standard Contractual Clauses will apply to this DPA.

### 2. Processing Activities

- Making available, and maintaining and supporting, use of the OneStream Offerings, the Partner Solutions, and related services.
- Where applicable, providing hosting services for the OneStream Offerings, the Partner Solutions, and the data that Customers elect to store using such hosting services.
- Performing their respective obligations under the Underlying Agreement, as applicable.

### 3. Duration of Processing

For the term of the longer of (i) the term of the Underlying Agreement, and (i) the term of the contract between either party and the applicable Customer and up to 30 days thereafter.

### 4. Data subjects

Customers will determine the Data Subjects whose Covered Personal Data will be Processed. Customers generally anticipate that the following types of Data Subjects will be covered.

- Persons who use the OneStream Offering and/or Partner Solutions as a part of their work for Customers.
- Persons who are the source of, or the responsible person associated with, data that Customers provide as part of their use of the OneStream Offering and/or Partner Solutions.

### 5. Categories of data

The Covered Personal Data to be Processed includes, but is not limited to, the following categories of data:

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

Neither party will Process nor provide to the other party any special categories of Personal Data or any sensitive Personal Data.

### 6. Processing operations

Collection, recording, organization, 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. Transfers out of the EEA, UK or Switzerland**

OneStream may transfer Personal Data from the EEA, UK or Switzerland to a third country or international organization pursuant to (i) Standard Contractual Clauses, per the terms of the DPA, or (ii) and other transfer mechanism approved under GDPR or other Applicable Data Protection Law.

## **8. Authorized Subprocessors**

OneStream will use of the following subprocessors, which Partner accepts:

- Microsoft Corporation and/or its affiliates that provide cloud hosting services.
- Any alternative cloud service provider that OneStream engages, such as, but not limited to, Amazon Web Services, Inc., Rackspace, Inc., Google, LLC, Google Commerce Limited, Google Ireland Limited, Google Asia Pacific Pte. Ltd., Google Cloud Canada Corporation and/or their affiliates that provide cloud services
- ServiceNow and its affiliates the provide support ticket management platforms.

## **9. Competent Supervisory Authority**

For the purposes of Clause 13 of the Standard Contractual Clauses, the Competent Supervisory Authority shall be the Supervisory Authority of the Netherlands.

## **10. Governing Law and Jurisdiction**

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

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

# **Appendix 2 – SCC Annexes**

## **A. Annex I to the Standard Contractual Clauses – Details of Processing**

The details shall be as per Appendix 1.

## **B. Annex II – Technical and Organizational Measures**

Where OneStream is the Subprocessor and Partner is the Prime: OneStream's Data Security Processes and Terms available at <https://onestreamsoftware.com/wp-content/uploads/SaaS-DATA-SECURITY-PROCESSES-AND-TERMS-February-2022.pdf>

Where Partner is the Subprocessor and OneStream is the Prime: Section 6 "Privacy and Security" of the Partner Solutions Development Supplement and PartnerPlace Standards relating to data security and privacy.

## **C. Annex III – Sub-processors**

The details shall be as per Appendix 1.