

Data Processing Addendum (DPA)

PB Online / PM Online

Effective date: January 1, 2026

1. Parties and scope

This Data Processing Addendum ("DPA") is entered into between Streamline Solutions B.V. ("Processor", "we", "us") and the Customer identified in the applicable Order ("Controller", "Customer"). This DPA applies where we process personal data on behalf of the Customer in connection with PB Online / PM Online (the "Service").

2. Definitions

Terms such as "personal data", "processing", "controller", and "processor" have the meanings given in applicable data protection laws (and, where applicable, the GDPR). "Customer Personal Data" means personal data submitted to the Service by or on behalf of the Customer and processed by Processor under this DPA. "Sub-processor" means a third party engaged by Processor to process Customer Personal Data on behalf of Customer.

3. Roles and instructions

Customer is the controller of Customer Personal Data. Processor will process Customer Personal Data only on documented instructions from Customer, unless required by law. If Processor is required by law to process Customer Personal Data for other purposes, Processor will (where legally permitted) inform Customer.

4. Confidentiality

Processor will ensure that persons authorized to process Customer Personal Data are bound by confidentiality obligations.

5. Security measures

Processor will implement appropriate technical and organizational measures designed to protect Customer Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access.

6. Sub-processors

Customer grants Processor a general authorization to engage sub-processors. Processor will impose data protection obligations on sub-processors that are substantially similar to those in this DPA. A current list of sub-processors is available on request.

Processor will provide Customer with advance notice of any intended addition or replacement of sub-processors. Customer may object on reasonable data protection grounds within 30 days of such notice.

7. Assistance with data subject requests

Processor will assist Customer, considering the nature of processing, with appropriate technical and organizational measures to respond to data subject requests under applicable law.

Processor will not respond to a data subject request directly unless authorized by Customer or required by law.

8. Assistance with compliance

Processor will provide reasonable assistance to Customer with Customer's obligations relating to security, breach notifications, data protection impact assessments, and prior consultations with authorities, considering the nature of the processing and information available to Processor.

9. Security incidents

Processor will notify Customer without undue delay after becoming aware of a security incident involving personal data processed on behalf of Customer and will provide information reasonably required for Customer's compliance obligations.

10. International transfers.

Processor may store and process Customer Personal Data in Curaçao and the EU/EEA. Where Customer Personal Data is transferred from the EU/EEA to Curaçao or any other country outside the EU/EEA, Processor will apply appropriate safeguards (such as Standard Contractual Clauses) where required.

11. Export and deletion

Upon termination or expiry of the Customer's subscription, Processor will make Customer Personal Data available for export, as described in the Terms and/or Order. It is the Customer's responsibility to export such Customer Personal Data before the end of the applicable access period. After that period, Processor may delete or, where appropriate, anonymize Customer Personal Data within the timelines described in the Terms and/or Order, except to the extent retention is required by law or where data remains in backups for a limited period.

12. Audits and information

Processor will make available to Customer information reasonably necessary to demonstrate compliance with this DPA and will allow and contribute to audits, subject to reasonable notice, confidentiality, and security requirements, and no more than once per year unless required by law or a documented security incident.

13. Liability

Liability under this DPA is subject to the liability limitations in the Terms, unless mandatory law requires otherwise.

Annex A – Processing details

Subject matter: Provision of the Service and related support services.

Duration: The subscription term and any limited post-termination export/deletion period set out in the Agreement/Order, plus any longer period required by applicable law (limited to what is required).

Categories of data subjects: Customer's authorized users and individuals whose personal data Customer inputs into the Service (including employees/contractors and, if used, applicants).

Categories of personal data: Identification and contact details; work-related information; performance management content; and usage/technical logs.

Special categories of personal data: Not intended to be processed, unless Customer chooses to input such data and has a lawful basis to do so.

Annex B – Technical and organizational measures

Processor implements appropriate technical and organizational measures designed to protect Customer Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access.

These measures include:

- Access controls based on roles and least-privilege principles.
- Multi-factor authentication (MFA) is mandatory and enforced for all company accounts.
- TLS 1.2 or higher for data in transit.
- Secure password hashing.
- Server-side encryption for stored documents and database backups.
- Daily database backups retained on a rolling 45-day basis.
- Logging, monitoring, and incident response procedures.
- Confidentiality obligations for persons authorized to process Customer Personal Data.
- Separation of production and development environments. Development personnel do not have access to live client data.

Processor may update these measures over time, provided overall security is not materially reduced.