

Additional Safeguards Addendum to Standard Contractual Clauses

Definitions

“**Addendum**” means this addendum on the additional safeguards to the Standard Contractual Clauses;

“**GDPR**” means, to the extent applicable to the processing activities, Regulation (EU) 2016/679;

“**Relevant Disclosure**” mean a disclosure of personal data pursuant to an order from a non-EU/EEA government body or law enforcement agency;

“**Standard Contractual Clauses**” means the agreement executed by and between Ringcentral and the Customer pursuant to the European Commission’s decisions on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection;

“**data subject**”, “**personal data**”, “**processing**” shall be interpreted in accordance with the GDPR and “**data importer**” and “**data exporter**” shall be interpreted in accordance with the Standard Contractual Clauses.

Recitals:

- (a) This Addendum supplements and is made part of, but is not in variation or modification of, the Standard Contractual Clauses.
- (b) This Addendum provides additional safeguards to the data importer and additional redress to the data subjects to whom the data exporter’s personal data relates.

1. Requests For Access To Data

- 1.1. In addition to the provisions of the Standard Contractual Clauses, in the event the data importer receives an order from any third party for compelled disclosure of any personal data that has been transferred under the Standard Contractual Clauses, the data importer shall:

- a) use every reasonable effort to redirect the third party to request data directly from data exporter; and
 - b) promptly notify the data exporter, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying the data exporter, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to the data exporter as soon as possible.
- 1.2. The data importer agrees to review, under the laws of the country of destination, the legality of the request for disclosure, notably whether it remains within the powers granted to the requesting public authority, and to exhaust all available remedies to challenge the request if, after a careful assessment, it concludes that there are grounds under the laws of the country of destination to do so. When challenging a request, the data importer shall seek interim measures with a view to suspend the effects of the request until the court has decided on the merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules.
 - 1.3. The data importer agrees to document its legal assessment as well as any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make it available to the data exporter. It shall also make it available to the competent supervisory authority upon request.
 - 1.4. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.
 - 1.5. For purposes of this clause, lawful efforts do not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction.

2. Data Subject Rights

Processor

- 2.1. When operating as a processor, the data importer shall promptly notify the data exporter about any inquiry or request received directly from a data subject. It shall not respond to that inquiry or request itself unless and until it has been authorised to do so by the data exporter.
- 2.2. Taking into account the nature of the processing, the data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' inquiries and requests for the exercise of their rights under the GDPR.

Sub-Processor

- 2.3. When operating as a sub-processor, the data importer shall promptly notify the data exporter and, where appropriate, the controller about any inquiry or request received

directly from a data subject, without responding to that inquiry or request unless and until it has been otherwise authorised to do so by the controller.

- 2.4. Taking into account the nature of the processing, the data importer shall assist the controller in fulfilling its obligations to respond to data subjects' inquiries and requests for the exercise of their rights.

3. Indemnification Of Data Subjects

- 3.1. Subject to Clauses 4 and 5, the data importer shall indemnify a data subject for any material or non-material damage to the data subject caused by the data importer's disclosure of personal data relating to the data subject that has been transferred under the Standard Contractual Clauses in response a Relevant Disclosure.
- 3.2. Notwithstanding the foregoing, the data importer shall have no obligation to indemnify the data subject under this Clause 3 to the extent the data subject has already received compensation for the same damage, whether from the parties or otherwise.

4. Conditions Of Indemnification

- 4.1. Indemnification under Clause 3 is conditional upon the data subject establishing, to the data importer's reasonable satisfaction, that:
 - (a) the data importer engaged in a Relevant Disclosure.
 - (b) the Relevant Disclosure was the basis of an official proceeding by the non-EU/EEA government body or law enforcement agency against the data subject; and
 - (c) the Relevant Disclosure directly caused the data subject to suffer material or non-material damage.
- 4.2. The data subject bears the burden of proof with respect to conditions (a) though (c).
- 4.3. Notwithstanding the foregoing, the data importer shall have no obligation to indemnify the data subject under Clause 3 if the data importer establishes that the Relevant Disclosure did not violate its obligations under Chapter V of the GDPR.

5. Scope Of Damages

- 5.1. Indemnification under Clause 3 is limited solely to material and non-material damages as provided in the GDPR and excludes consequential special, punitive, indirect damages, and all other damages not resulting from the data importer's infringement of the GDPR.

6. Exercise Of Rights

- 6.1. Rights granted to data subjects under this Addendum may be enforced by the data subject against the parties irrespective of any restriction in the Standard Contractual Clauses.

- 6.2. The data subject may only bring a claim under this Addendum on an individual basis, and not part of a class, collective, group or representative action. Rights granted to data subjects under this Addendum are personal to the data subject and may not be assigned.

7. Redress

- 7.1. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints or requests.
- 7.2. The data importer shall promptly deal with any complaints or requests by a data subject.

8. Precedence Of Clauses

- 8.1. In the event of a conflict between this Addendum and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.
- 8.2. Subject to Clause 8.1, in the event of a conflict between this Addendum and the provisions of any other agreement between the parties existing at the time this Addendum is agreed or entered into, this Addendum shall prevail.

9. Notice Of Change

- 9.1. In addition to any rights granted under the Standard Contractual Clauses, the data importer agrees and warrants that it has no reason to believe that the legislation applicable to it or its sub-processors, including in any country to which personal data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from the data exporter and its obligations under this Addendum or the Standard Contractual Clauses and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum or the Standard Contractual Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract.

10. Termination

- 10.1. This Addendum shall automatically terminate if the European Commission, a competent Member State supervisory authority, or an EU or competent Member State court approves a different lawful transfer mechanism that would be applicable to the data transfers covered by the Standard Contractual Clauses (and if such mechanism applies only to some of the data transfers, this Addendum will terminate only with respect to those transfers) and that does not require the additional safeguards set forth in this Addendum.

11. Governing Law

11.1. This Addendum shall be governed by the law and subject to the jurisdiction set out in the Standard Contractual Clauses.

RINGCENTRAL INC.	COMPANY_____
By_____	By_____
Title_____	Title_____
Date signed_____	Date signed_____