



RingCentral Data Transfer Agreement Instructions

To complete the RingCentral Customer Data Transfer Agreement (“DTA”), please fill in your organization’s information in the open fields: 1) the signature box at the end of the DTA; 2) Annex I Description of the Data Exporter; and 3) Annex I Competent Supervisory Authority of the Data Exporter. Once fully signed, please send the executed DTA by email to contractsaudit@ringcentral.com.

This DTA is valid only where there is an existing agreement for RingCentral Services between a RingCentral entity and the customer entity.

RingCentral Customer Data Transfer Agreement

This Data Transfer Agreement (“**DTA**”) is made by and between RingCentral and/or its Affiliates and Customer and/or its Affiliates (each a “**Party**”, together the “**Parties**”), pursuant to the agreement(s) for the provision of the RingCentral services (“**Services**”) to Customer, including any data processing agreement or similar document (together, the “**Agreement**”).

1. Scope and Applicability

This DTA is supplemental to the Agreement and sets out the terms that apply to the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the European Economic Area (“**EEA**”), United Kingdom or Switzerland in a country that has not been recognized by the relevant authorities as providing an adequate level of protection for Customer Personal Data.

Capitalized terms used but not defined in this DTA have the same meanings as set out in the Agreement or the Standard Contractual Clauses (defined below), as applicable.

2. Standard Contractual Clauses

- a. The Parties are deemed to have accepted and executed the standard contractual clauses (together, “**Standard Contractual Clauses**”) as follows:
 - i. in respect of UK Personal Data, the clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection for personal data adopted by the European Commission under Commission Decision C (2010) 593 (“**UK Standard Contractual Clauses**”). For the purposes of this DTA, “UK Personal Data” means the personal data to which data protection laws of the United Kingdom are applicable.
 - ii. in respect of EU Personal Data, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, including the text from module two of such clauses and not including any clauses marked as optional (“**EU Standard Contractual Clauses**”). For the purposes of this DTA, “EU Personal Data” means the personal data to which data protection laws of the European Union are applicable; and
 - iii. in respect of Swiss Personal Data, the EU Standard Contractual Clauses as deemed amended by this DTA (the “**Swiss Standard Contractual Clauses**”), provided that any references in the clauses to the GDPR shall refer to the Federal Act on Data Protection (“**FADP**”), the term ‘member state’ must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with clause 18(c) of the clauses, and the clauses shall also protect the data of legal persons until the entry into force of the revised FADP. For the purposes of this DTA, “Swiss Personal Data” means the personal data to which data protection laws of Switzerland are applicable.

The Standard Contractual Clauses are deemed to be completed with the information provided in this DTA and, in particular, the Annexes to this DTA.

- b. In the event that: (1) the UK Standard Contractual Clauses are no longer valid for use under Article 46 of the UK GDPR; and (2) the Information Commissioner issues standard data protection clauses under s.119A(1) of the UK Data Protection Act 2018 which incorporate and modify the EU Standard Contractual Clauses to be effective under the laws of the United Kingdom (“New UK Standard Contractual Clauses”), then the parties agree that the New UK Standard Contractual Clauses shall apply to UK Personal Data, from such date as RingCentral notifies to Customer, with the details of the Parties, Annexes and modules as specified in this DTA in relation to the EU Standard Contractual Clauses. The parties agree that RingCentral may, by notice to the Customer, make any further amendments to the application of the New UK Standard Contractual Clauses as RingCentral deems reasonably necessary to implement such replacement standard contractual clauses.
- c. In the event of any contradiction between the Standard Contractual Clauses and this DTA, the provisions of the Standard Contractual Clauses shall prevail.
- d. The parties agree that the Standard Contractual Clauses will be complied with as set out in this DTA.

3. Audit

- a. Both parties acknowledge that it is the parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 of the Data Processing Agreement between the Parties to verify RingCentral's compliance with this DTA.
- b. Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer (“Security Review”).
- c. After Customer’s review of RingCentral’s audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by the GDPR, additional information is reasonably necessary to demonstrate compliance with RingCentral’s obligations pursuant to Applicable Data Protection Laws and this DTA, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral or in response to a Security Incident.
- d. In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral’s provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral’s compliance with this DPA or with applicable law.
- e. The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral’s competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral’s audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral’s reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require Customer to appoint another auditor or conduct the audit itself.

- f. RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.
- g. The audit performance will occur during regular business hours for the RingCentral personnel involved and the parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.
- h. All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral.

4. Sub-processors (UK)

For the purposes of the UK Standard Contractual Clauses:

- a. Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third-party sub-processors (collectively, "**Sub-processors**") to process the Customer Personal Data on RingCentral's behalf. Depending on the scope and the nature of the sub-processing, RingCentral shall impose data protection terms on such Sub-processors that protect Customer Personal Data to an equivalent standard provided for by this DTA and shall remain liable for any breach of the DTA caused by a Sub-processor.
- b. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Customer Personal Data, then the parties will discuss such concerns with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor to maintain or restore the standard conditions of the Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.
- c. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor list available at:
https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf.

5. Sub-processors (EU and Switzerland)

For the purposes of the EU Standard Contractual Clauses and Swiss Standard Contractual Clauses:

- a. The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list and the data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 calendar days in advance. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable

grounds relating to the protection of the Customer Personal Data, then the parties will discuss such concerns with a view to achieving resolution.

- b. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral.
- c. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor to maintain or restore the standard conditions of the Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.
- d. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor list available at:
https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf.

6. Data Subject Rights

It is the Customer's responsibility to respond to any data subject request. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer, to enable Customer to respond to such data subject requests. With respect to the UK Standard Contractual Clauses, in the event that such request is made directly to RingCentral, RingCentral shall promptly direct the data subject to contact the Customer.

7. Supplementary Measures

- a. RingCentral warrants and represents that it shall use its best efforts to make Customer aware of any changes to the information that it has provided to the Customer under clause 14c of the EU Standard Contractual Clauses and shall advise Customer without undue delay of any changes to such information.
- b. RingCentral warrants and represents that:
 - i. it has not purposefully created back doors or similar programming that could be used to access the personal data processed in connection with this DTA.
 - ii. it has not purposefully created or changed its business processes in a manner that facilitates access to such personal data.
- c. RingCentral agrees to:
 - i. provide the notification under clause 15.1 of the EU Standard Contractual Clauses before access is granted to personal data.
 - ii. monitor any legal or policy developments that might lead to its inability to comply with its obligations under this DTA and promptly inform the Customer of any such changes and developments, if possible, ahead of their implementation.
- d. If RingCentral receives a request for the disclosure of personal data processed in connection with this DTA from a public authority in a third country, the RingCentral shall:
 - i. inform the requesting public authority of any incompatibility of the order with the safeguards contained in the Standard Contractual Clauses and the resulting conflict of obligations for RingCentral.
 - ii. notify as soon as possible the Customer insofar as possible under the third country legal order.

8. Governing Law and Jurisdiction

The law and forum that apply to the Standard Contractual Clauses are as follow:


	EU Standard Contractual Clauses	Swiss Standard Contractual Clauses	UK Standard Contractual Clauses
Applicable law	France	France	England and Wales
Forum	France	France	England and Wales

The governing law for this DTA (as distinct from the Standard Contractual Clauses) shall be French law and the forum shall be France.

9. Liability

Any limitations of liability that apply to the Agreement also apply, as between Customer and RingCentral, for purposes of the Standard Contractual Clauses and this DTA.

IN WITNESS WHEREOF, the Parties have each caused this DTA to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**Effective Date**”):

RINGCENTRAL INC. Signature:  <small>C77B1EA1B96C4FE...</small> Name: Paola Zeni Title: Chief Privacy Officer Date signed: September 27, 2021	Customer: Signature: Name: Title: Date Signed:
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ANNEX I – Information required for Annex I of the EU Standard Contractual Clauses and Swiss Standard Contractual Clauses /Appendix 1 of the UK Standard Contractual Clauses

Description of the Data exporter

Name:
Address:
Contact Details:

The relevant activities of the data exporter are as set out in the Agreement.

Description of the Data importer

RingCentral, Inc.
20 Davis Drive, Belmont CA 94002
Privacy@RingCentral.com

The relevant activities of the data importer are as set out in the Agreement.

Categories of data subjects whose personal data is transferred

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.
- Any other users of the Services.

Categories of personal data transferred

Customer Personal Data transferred concerns the following categories of data:

- Identification information for anyone, including Customers' employees, who uses the Services at the request of and in connection with the business of the Customer, including telephone number (fixed and mobile) and email address.
- Call detail records, including numbers of the calling and the receiving party, start date and time of the call, duration of the call.
- For Services such as RingCentral Contact Center, RingCentral Engage Digital and/or RingCentral Engage Voice, and RingCentral Engage Digital Communities:
 - Identification information for end users such as full name, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and company name.
 - Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address.
 - Content published on communication channels connected to the Services, including public information on social media channels connected to the Service.
 - Content published on the online sharing space, including any public posts and private messages
- Any other Customer Personal Data that the Customer, its authorized users or third parties involved in the communications choose in their sole discretion to include in the content of the communications that are sent and received using the Services.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Services are not designed to recognize and/or classify data as special categories of data or sensitive data (as defined in the GDPR or in other Applicable Data Protection Laws),

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The personal data is transferred on a continuous basis where required for the provision of the Service.

Nature of the processing

The nature of the processing of personal data may include but is not limited to: collection, recording, organization, storage, use, disclosure, erasure, augmentation, enrichment, transmission.

Purpose(s) of the data transfer and further processing

RingCentral processes Customer Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including:

- storing the content generated by users;
- monitoring the quality and continuity of the services;
- providing quality and usage dashboards;
- any ancillary or related Services under the scope of the Agreement;
- customer support;
- unifies all customer-facing communication channels;
- integrating social media communications, onto a single platform;
- managing Engage Communities' platform; and
- publishing content on public/private communications channels.

RingCentral publishes authorized users' content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral stores and displays Customer information and conversations history to the authorized users.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The criteria used to determine the period of retention for Customer Personal Data is: the term of the Agreement plus 30 days unless otherwise required by law or authorized by the parties.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

For sub-processors that provide support:

- The nature of the processing is access and use.
- The subject matter of the processing is support and trouble-shooting.
- The duration of the processing is only for as long as necessary to resolve a support request by a Customer.

For sub-processors that provide product features:

- The nature of the processing may include but is not limited to: collection, recording, organization, storage, use, disclosure, erasure, augmentation, enrichment, transmission.

- The subject matter of the processing is engineering, product development, operations, and support and trouble-shooting.
- The duration of the processing for engineering, product development and operations is only for as long as the Customer uses the Services, and for support and trouble-shooting the duration of the processing is only for as long as necessary to resolve a support request by a Customer.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority for each Data Exporter is:

	EU Standard Contractual Clauses	Swiss Standard Contractual Clauses	UK Standard Contractual Clauses
Competent supervisory authority	Competent authority for the data exporter:	For the purposes of Annex I.C under Clause 13: <ol style="list-style-type: none"> 1. If the data transmission is exclusively subject to the FADP: Federal Data Protection and Information Commissioner (FDPIC). 2. If the data transfer is subject to both the FADP and the GDPR: <ol style="list-style-type: none"> a) FDPIC, insofar as the data transfer is governed by the FADP. b) CNIL insofar as the data transfer is governed by the GDPR. 	The Information Commissioner for the United Kingdom



ANNEX II – Information required for Annex II of the EU Standard Contractual Clauses and Swiss Standard Contractual Clauses /Appendix 2 of the UK Standard Contractual Clauses

RingCentral's technical and organizational measures are described in the RingCentral Security Addendum:
<https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf>.