

DATA PROCESSING AGREEMENT

This Data Processing Addendum, including its Exhibits and Appendices, (“DPA”) forms part of the Master Subscription Agreement or the Terms of Use between Aircall SAS, having his registered offices located at 11-15 rue Saint Georges 75009 Paris, registered under number 807.437.595 RCS (hereafter “**Aircall**” or the “**Data Processor**”), and Customer for the purchase of Aircall’s services (identified either as “Services” in the applicable agreement, and hereinafter defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Affiliates, if and to the extent Aircall processes Personal Data for which such Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Customer’s Affiliates. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the course of providing the Services to Customer pursuant to the Agreement, Aircall may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA:

This DPA has been pre-signed on behalf of Aircall. The Standard Contractual Clauses in Exhibit C have also been pre-signed by Aircall as the data importer.

1. To complete this DPA, Customer must:
 - a. Complete the information in the signature block and execute the DPA on Page 8.
 - b. Send the signed DPA to Aircall by email to privacy@aircall.io. Upon receipt of the validly completed DPA by Aircall at this email address, this DPA will become legally binding. For the avoidance of doubt, signature of the DPA on page 8 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses incorporated herein, including their Appendices. Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendices, Customer should also complete the information as the data exporter on Page 14 and complete the information in the signature block and sign on Pages 21, 23 and 24.

DEFINITIONS

In this DPA and unless defined in the Agreement, all capitalized terms used shall have the meanings given to them below:

"Data Controller" shall have the meaning ascribed by the GDPR and designates the Customer in this DPA.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement, including the GDPR as defined below.

"Data Subject" means the individual to whom Personal Data relates.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"Party" means any of the Data Controller or the Data Processor, and *"Parties"* means together the Data Controller and the Data Processor.

"Personal Data" means any information relating to an identified or identifiable Data Subject who can be identified, directly or indirectly, in particular by a reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

"Process, Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, as described in Exhibit A.

"Service" or *"Product"* means the Aircall Service, as applicable with Services offered by Aircall (as defined in the Agreement) that Data Controller has purchased or deployed or to which Data Controller has subscribed under the Agreement.

"Standard Contractual Clauses" means the agreement executed by and between Aircall and its Sub-processors if necessary pursuant to the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for the transfer of Personal Data to processors established outside of the European Economic Area which do not ensure an adequate level of data protection included hereto as Exhibit C.

"Sub-processor" means any subcontractor engaged by Aircall to process all or part of the Personal Data for Aircall.

"Terms of Use" means the terms of use available at <https://aircall.io/terms-of-use/sas>, as modified from time to time, relating to the provision and access and/or use of the Services and entered into between the parties.

1. PROCESSING OF PERSONAL DATA

1.1 Customer's Processing of Personal Data. Customer acting as a Data Controller determines the purposes and means of the Processing of Personal Data and shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer shall also inform the Data Subjects of the Processing of their Personal Data by Aircall.

1.2 Aircall's Processing of Personal Data. Aircall, acting as a Data Processor shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions. Customer instructs Aircall to Process Personal Data for the performance of this DPA, the Agreement and any applicable Order Form(s) and more generally for the provision of Services.

Obligations of the Data Processor. Data Processor agrees, warrants and represents that it:

- a) ensures that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; further, Data Processor shall only allow access to the Personal Data to such of the Data Processor's personnel who need access to the Personal Data in order to allow the Data Processor to perform its obligations under the Agreement and/or applicable Order Forms;
- b) informs Data Controller if an instruction infringes the GDPR or other Union or Member State data protection provisions that may be applicable;
- c) takes all measures to ensure the security of processing, as further specified under letter d) below;
- d) assists the Data Controller in ensuring compliance with the obligations relating to the security of the Personal Data, Customer's notification & communication obligations in case of Data Breach, conducting data privacy assessment and consulting the supervisory authority if need be, taking into account the nature of Processing and the information available

to the Data Processor. Specifically, Data Processor shall, while taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for rights and freedoms of Data Subjects resulting from the Processing, implement appropriate technical and organizational measures listed in Exhibit B. Those measures shall be reviewed and updated by Aircall where and when necessary;

- e) cooperate with the national supervisory authority if need be;
- f) makes available to the Data Controller on a reasonable basis all information necessary to demonstrate compliance with the obligations relating to Data Processors as laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller in the limit of 1 audit par year with a 15 days prior notice and subject to the Parties agreeing on a data security testing agreement should this audit include penetration testing;

2. PROPERTY OF THE DATA

The Parties agree that the Personal Data gathered, Processed, hosted, backed up or stored by Aircall on behalf of the Customer, under this DPA and the Agreement or on its initiative are and remain the property of the Customer.

3. RIGHTS OF DATA SUBJECTS

If Data Processor receives notice (whether or not from the Data Controller) of, any claim, complaint, request, direction, query, investigation, proceeding or other action of any Data Subject, court, regulatory or supervisory authority, or any body, organization or association in each case which relates in any way to the Personal Data Processed by Data Processor under this DPA (collectively, "**Regulatory Action**"), then Data Processor shall:

- a) notify Data Controller with reasonable detail of the Regulatory Action, including copies of any relevant correspondence so that the Data Controller can deal with the Regulatory Action;
- b) provide Data Controller reasonable co-operation and assistance by appropriate technical and organizational measures with respect to any Regulatory Action; and
- c) not answer to a Regulatory Action, unless instructed otherwise by Customer in writing.

4. SUB-PROCESSORS

- 4.1. **Appointment of Sub-processors.** Customer agrees that Aircall engages third-party Sub-processors in connection with the provision of Aircall and that the list of the Sub-processors currently engaged by Aircall is listed below. Therefore, by executing the DPA, Customer authorizes Aircall to engage the Sub-processors mentioned in the Exhibit A. In case this list is modified by Aircall, Customer will be informed of any intended changes so that it may reasonably object to such modification. In case Customer does not send any objection to Aircall in writing within ten (10) days from receiving the information, it will be deemed to have agreed to the new Sub-processors. If Customer objects, the Parties agree to meet to find a solution that will satisfy both Parties' interests.
- 4.2. Where Data Processor engages another Sub-processor, similar data protection obligations as set out in this DPA shall be imposed on that another Sub-processor by way of a contract.
- 4.3. **Liability.** Aircall shall be liable towards the Data Controller for the acts and omissions of its Sub-processors to the same extent Aircall would be directly liable if performing the Services of each Sub-processor directly under the terms of this DPA.

5. DATA BREACH

Aircall will notify Customer of any unlawful disclosure of the Customer's Personal Data ("Data Breach") after detection of such Data Breach by Aircall or any of its Sub-processors side. Promptly after detection of such Data Breach, and no later than 72 hours after the breach, Aircall shall also deliver to Customer all details of the Data Breach: root cause, action plan, data disclosed, and list of Customer's customers or staff impacted (unless Aircall proves to the Customer and the involved regulators that the Personal Data has been encrypted) as a consequence of such Data Breach. Customer shall inform any relevant authority and if relevant the impacted Data Subject and the Data Processor shall provide all reasonable cooperation and assistance to the Customer.

6. RETURN AND DELETION OF CLIENT'S DATA

Upon the termination of the Aircall Terms of Use, Data Processor will up to thirty (30) days following such termination, permit Data Controller to export the Personal Data Processed under the Agreement, at its expense, in accordance with the capabilities of the Service. Following such period, Data Processor will delete all Personal Data stored or Processed by the Data Processor on behalf of Data Controller and their copies. Data Controller expressly consents to such deletion.

7. DURATION

This Agreement will remain into force as long as the Aircall Terms of Use.

8. ADDITIONAL TERMS FOR EU PERSONAL DATA

Standard Contractual Clauses. The parties agree that the Standard Contractual Clauses set out as Exhibit C will apply in respect of Personal Data transferred from the European Economic Area (EEA) to a third country outside the EEA, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR), or (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules for Processors .

8.1. Instructions. Unless otherwise specified in this Agreement, the Aircall Terms of Use or relevant Order Form, this Agreement and Aircall Terms of Use are Data Exporter's complete and final instructions to Aircall for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately in writing.

8.2. Conflict. In the event of any conflict or inconsistency between this DPA and the Standard Contract Clauses in Attachment 1, the Clauses shall prevail.

9. NO CONSEQUENTIAL DAMAGES; LIMITATION ON LIABILITY; INSURANCE

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Affiliates and Aircall, whether in contract, tort (including negligence) or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement (or the section of the Agreement which addresses the exclusion and limitation of liability even if it does not have that heading), and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Aircall and its Affiliates' total liability for all claims from Customer and all of its Affiliates arising out of or related to the Agreement and all DPAs whether in contract, tort (including negligence) or under any other theory of liability shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Affiliate that is a contractual party to, or otherwise entitled to claim under, any such DPA.

10. GOVERNING LAW AND JURISDICTION

This DPA shall be governed by and construed in accordance with the laws of the country or territory stipulated for this purpose in the Agreement and each of the parties agrees to submit to the choice of jurisdiction as stipulated in the Agreement in respect of any claim or matter arising under or related to this DPA. In order to resolve amicably any dispute that may arise with respect to the interpretation, the performance and/or the termination of this Agreement, the Parties agree to meet after the receipt of a notice sent by registered mail by one of the Parties, with the intent to solve any dispute in an amicable way. Failing for the Parties to reach an amicable settlement by signing a settlement agreement within thirty (30) days following the notification by a Party of the existence of the dispute and making an express reference to this provision, the Parties shall submit their dispute to the Paris commercial court that will have exclusive jurisdiction to settle the dispute.

IN WITNESS WHEREOF, this Agreement is duly executed by an authorized representative of both parties as of the latest date contained in the signature block:

AircallSAS

DocuSigned by:
Alain Bensimon
By: 42EF715BB061479...
Name: Alain Bensimon
Title: General Counsel

Customer

Customer Legal Name: _____
By: _____
Name: _____
Title: _____
Date: _____

Exhibit A Description of the Processing

Purpose of the Processing

Details about Personal Data Processing can be found on the following page:

<https://aircall.io/privacy>

Nature of the operations conducted on the Personal Data

- Collection or recording of the Personal Data
- Hosting or conservation of the Personal Data
- Use of the Personal Data
- Communication of the Personal Data by transmission, diffusion or any other way
- Deletion or destruction of the Personal Data

Categories of Data Subjects

- Employees, agents, advisors, independent contractors of Customer
- Prospects, customers, business partners and vendors of Data Exporter (who are natural persons)
- Employees or contact persons of Data Exporter's prospects, customers, business partners and vendors

Categories of Personal Data

- Identification and contact Information (company, email, phone, physical business address) and ID data, in particular: the identity: title, name, position, address, phone number (fixed and/or mobile), fax number, email address, birth date, internal processing code allowing identification of the customer
- Transaction-related data such as the number of the transaction, the details of the purchase, subscription, the good or service purchased;
- Data relating to the monitoring of the business relationship: requests for documentation, trial requests, purchased product, service or subscription contracted, quantity, amount, frequency, delivery address, purchase history and services, return of products, origin of sale or of the order (seller, agent, partner, affiliate), correspondence with the customer and after-sales service, exchanges and feedback from customers and prospects, person(s) responsible for the customer relationship;
- Invoices: payment terms, discounts granted, receipts, unpaid balances.
- Information relating to underwritten loans (amount and duration, lender's name);
- Any information necessary to provide the Services to the Customer under the Agreement;
- Any information included in the documents provided by the Customer.

List of Sub-processors

Aircall will ensure that a suitable data transfer mechanism is in place for any Sub-processor who processes European Personal Data outside the EEA or, where the Client is subject to Data Protection Act 2018 for its processing, the United Kingdom.

Aircall acknowledges the CJEU judgment (C-311/18) invalidating the decision (2016/1250) on the adequacy of the protection provided by the EU-US Data Protection Shield (so called Privacy Shield decision).

Aircall is working with its Sub-processors who self-certified under the EU-US Privacy Shield framework to implement another suitable data transfer mechanism for transferring Personal Data to the United States.

Identification of the subcontractors	Purpose / Action on the Personal Data	Location of the servers
Amazon Web Services	Hosting	USA
Twilio	Call processing	USA
Voxbone	Number rental	BE
Datadog	Monitoring	USA
Zendesk	Ticketing system for assistance	USA
Intercom	Messaging platform	USA
Salesforce	Customer Relationship Management	UK
Pusher	Data visualization	UK / US
Stripe	Payment	USA
DocuSign	Certified signature	USA
Segment	Generate statistics	USA
SatisMeter	Generate statistics	Czech Republic
Google Analytics and Tag Manager	Generate statistics	USA

Periscope	Generate statistics	USA
Amplitude	Generate statistics	USA
Tray.io.Inc	To enable Aircall's integration with third party applications.	USA

Exhibit B

Security Standards

As of the effective date of this DPA, Data Processor, when Processing Personal Data on behalf of Data Controller in connection with the Service, Data Processor shall implement and maintain the following technical and organizational security measures for the Processing of such Personal Data ("**Security Standards**"):

1. **Physical Access Controls:** Data Processor shall take reasonable measures to prevent physical access, such as security personnel and secured buildings and factory premises, to prevent unauthorized persons from gaining access to Personal Data.
2. **System Access Controls:** Data Processor shall take reasonable measures to prevent Personal Data from being used without authorization. These controls shall vary based on the nature of the Processing undertaken and may include, among other controls, authentication via passwords and/or two-factors authentication, documented authorization processes, documented change management processes and/or, logging of access on several levels.
3. **Data Access Controls:** Data Processor shall take reasonable measures to provide that Personal Data is accessible and manageable only by properly authorized staff, direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the Personal Data to which they have the privilege of access; and, that Personal Data cannot be read, copied, modified or removed without authorization in the course of Processing.
4. **Transmission Controls:** Data Processor shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Data by means of data transmission facilities is envisaged so Service Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport.
5. **Input Controls:** Data Processor shall take reasonable measures to provide that it is possible to check and establish whether and by whom Service Data has been entered into data processing systems, modified or removed. Data Processor shall take reasonable measures to ensure that (i) the Personal Data source is under the control

of the Data Controller; and (ii) Personal Data is integrated into the Service is managed by secured file transfer from the Data Controller.

6. **Data Backup:** Back-ups of the databases in the Service are taken on a regular basis, are secured, and encrypted to ensure that Personal Data is protected against accidental destruction or loss when hosted by Data Processor.

EXHIBIT C
STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:

Tel.:; fax: ; e-mail:

Other information needed to identify the organisation:

.....
(the data **exporter**)

And

Name of the data importing organisation: **Aircall SAS**

Address: **11-15 Rue St Georges, 75009 Paris, France**

e-mail: privacy@aircall.io

.....
(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract 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 the 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;

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the

data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of

legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name: _____

Position: _____

Address: _____

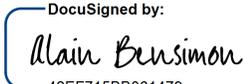
Signature: _____

On behalf of the data importer: Aircall SAS

Name: Alain Bensimon

Position: General Counsel

Address: 11-15 Rue St Georges, 75009 Paris, France

Signature:  _____
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Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data Exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is (please specify the legal name of the Customer entity):

Data Importer

The data importer is (please specify briefly your activities relevant to the transfer):

Aircall.io, Inc provides a cloud-based phone system for businesses which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Employees, agents, advisors, independent contractors of Customer
- Prospects, customers, business partners and vendors of Data Exporter or its Affiliates' (who are natural persons)
- Employees or contact persons of Data Exporter's or its Affiliates" prospects, customers, business partners and vendors

Categories of Data

The personal data transferred concern the following categories of data (please specify):

- Identification and contact Information (company, email, phone, physical business address) and ID data, in particular: the identity: title, name, position, address, phone number (fixed and/or mobile), fax number, email address, birth date, internal processing code allowing identification of the customer
- Transaction-related data such as the number of the transaction, the details of the purchase, subscription, the good or service purchased;
- Data relating to the monitoring of the business relationship: requests for documentation, trial requests, purchased product, service or subscription contracted, quantity, amount, frequency, delivery address, purchase history and services, return of products, origin of sale or of the order (seller, agent, partner, affiliate), correspondence with the customer and after-sales service, exchanges and feedback from customers and prospects, person(s) responsible for the customer relationship;
- Invoices: payment terms, discounts granted, receipts, unpaid balances.
- Information relating to underwritten loans (amount and duration, lender's name);
- Any information necessary to provide the Services to the Customer under the Agreement;
- Any information included in the documents provided by the Customer.

Processing Operations

The personal data transferred will be subject to the following basic processing activities (please specify):

- Collection or recording of the Personal Data
- Hosting or conservation of the Personal Data
- Use of the Personal Data
- Communication of the Personal Data by transmission, diffusion or any other way
- Deletion or destruction of the Personal Data

Further details about Personal Data Processing can be found on the following page:

<https://aircall.io/privacy>

On behalf of the data exporter:

Name: _____

Position: _____

Address: _____

Signature:

On behalf of the data importer:

Name: Alain Bensimon

Position: General Counsel

Address: 11-15 Rue St Georges, 75009 Paris, France

Signature:

DocuSigned by:
Alain Bensimon
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Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Aircall Services, as described in Exhibit B.

On behalf of the data exporter:

Name : _____

Position: _____

Address: _____

Signature:

On behalf of the data importer:

Name: Alain Bensimon

Position: General Counsel

Address: 11-15 Rue St Georges, 75009 Paris, France

Signature:

DocuSigned by:
Alain Bensimon
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