ALTLIBRE · SOVEREIGNTY SCORECARD · REVIEW NO. 2

Zoom Workplace

A review under the Sovereignty Scorecard method, version 1.1. Evidence captured 1 October 2026. Right of reply issued 14 October 2026; no reply received by the window close.

VERDICT

Dependent, 1.6 of 4, as at 1 October 2026

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Review head

FIELD	ENTRY
Product and version	Zoom Workplace, Pro and Business tiers, as offered to commercial customers in October 2026
Vendor and parent	Zoom Communications, Inc., United States (ultimate owner; no EU operating entity of scale identified in public filings as at the capture date)
Category	Communications
Scope	An EU customer account at default configuration, with the EEA data storage option applied for covered data. Zoom Phone, Zoom Contact Center, Zoom Events and Zoom Mail Service are outside this scope. Zoom AI Companion is referenced where its data-handling terms apply; it is not separately scored.
Evidence captured	1 October 2026
Method version	1.1
Reviewer	Adrian Hollister
Status	Published 2 November 2026. Right of reply issued 14 October 2026; no reply received by the window close on 28 October 2026.

Evidence ledger

CRITERION 1 · RESIDENCY AND JURISDICTION · CAPTURED 1 OCTOBER 2026

Paid EEA customers can select certain Meetings, Webinars and Team Chat data for EEA storage in Frankfurt; the option does not include Account Data and Diagnostic Data, which remain stored in the US; selected data may pass through network links in non-opted data centres while transiting; the residency option is a settings selection, not a contract clause.

Source: Zoom GDPR page, "Data storage" section (zoom.com/en/trust/gdpr/); TechCrunch, 6 June 2023; The Stack, 8 June 2023.

CRITERION 1 · RESIDENCY AND JURISDICTION · CAPTURED 1 OCTOBER 2026

Zoom Communications is subject to the US CLOUD Act 2018; Zoom's own transparency report lists the CLOUD Act as a channel through which content can be demanded, and documents the requests it processes by jurisdiction and type.

Source: CLOUD Act 2018; Zoom Transparency Report (zoom.com/en/trust/transparency/).

CRITERION 2 · ENCRYPTION AND KEY CONTROL · CAPTURED 1 OCTOBER 2026

Meetings default to 256-bit AES-GCM transport encryption with keys generated and managed by Zoom's servers; end-to-end encryption is an opt-in, per-meeting setting in which Zoom's servers become oblivious relays, and enabling it disables cloud recording, live transcription, breakout rooms, polling and join-before-host.

Source: Zoom blog, "Zoom Rolling Out End-to-End Encryption Offering", 14 October 2020; Zoom investor release, 26 October 2020.

CRITERION 3 · EXIT TERMS · CAPTURED 1 OCTOBER 2026

On termination, Zoom provides 30 calendar days of access to retrieve Customer Content, after which it is deleted under scheduled protocols; cloud recordings remain available 30 days after a paid subscription ends and are then permanently deleted; bulk export of recordings requires the API and custom scripting; the Terms of Service disclaim any responsibility for retention of any data, including Customer Content.

Source: Zoom Terms of Service, sections 14.5 and 24 (zoom.com/en/trust/terms/); Zoom Help Center, "Canceling your Zoom subscription", 3 September 2026; Zoom developer documentation on recording export.

CRITERION 4 · TRANSPARENCY RECORD · CAPTURED 1 OCTOBER 2026

The US Federal Trade Commission's November 2020 complaint and order found that Zoom misrepresented the degree of encryption protecting user content and deployed a persistent local web server bypassing browser protections; the final order, binding for twenty years, requires a security programme, risk assessments and independent audits; remediation is on record.

Source: FTC complaint and final order, November 2020 (ftc.gov); FTC case analysis, Cybersecurity Attorney, 8 December 2025.

CRITERION 4 · TRANSPARENCY RECORD · CAPTURED 1 OCTOBER 2026

Zoom has published semi-annual transparency reports since December 2020, with a Government Requests Guide, a challenge policy for enterprise and public sector customer data, delayed-notice evaluation, and downloadable underlying data.

Source: Zoom Transparency Report overview (zoom.com/en/trust/transparency/); Zoom blog, "Government Requests and Data Protection", 18 January 2022.

CRITERION 5 · OWNERSHIP AND ULTIMATE CONTROL · CAPTURED 1 OCTOBER 2026

Zoom Communications, Inc., incorporated in the United States, principal executive office at 55 Almaden Boulevard, San Jose, California; the EMEA hub is in London, with offices in Amsterdam and Paris.

Source: Zoom FY2026 fourth quarter and annual results, 25 February 2026 (investors.zoom.us); Zoom corporate addresses as published.

CRITERION 6 · CITIZEN PROTECTION IN THE CONTRACT · CAPTURED 1 OCTOBER 2026

The current Terms of Service carry the commitment, in bold, that Zoom does not use audio, video, chat, screen sharing, attachments or other communications-like Customer Content to train Zoom or third-party AI models; Service Generated Data, telemetry, product usage and diagnostic data, is owned by Zoom; the commitment follows the August 2023 episode in which a March 2023 terms update granting AI training rights was revised twice under public pressure.

Source: Zoom Terms of Service (zoom.com/en/trust/terms/); NBC News, 7 August 2023; Zoom blog, 7 August 2023, updated 7 February 2024; Termly analysis, February 2026.

CRITERION 7 · ENVIRONMENTAL IMPACT · CAPTURED 1 OCTOBER 2026

No published power usage effectiveness or per-facility efficiency disclosure was found as at the capture date; Zoom's services run on colocation facilities and public cloud providers, and no participation in the EU Code of Conduct on Data Centre Energy Efficiency was identified.

Source: Search of Zoom Trust Center, ESG and corporate responsibility pages, 1 October 2026.

CRITERION 8 · PROXY A, MONEY FLOW · CAPTURED 1 OCTOBER 2026

No EU operating entity of scale was identified in public filings as at the capture date; the EMEA hub is in London, with offices in Amsterdam and Paris; approximately 7,400 employees globally as of fiscal 2025.

Source: Zoom FY2026 results, 25 February 2026; Zoom office locations as published.

CRITERION 8 · PROXY B, CAPABILITY · CAPTURED 1 OCTOBER 2026

Zoom established a dedicated EU support team for customers who opt in, with support information processed in the EEA by local employees during normal business hours; engineering and product development are centred in the United States and other non-EU locations.

Source: Zoom blog, "EU Data Privacy: Zoom Raises the Bar", 18 April 2024.

CRITERION 8 · PROXY C, CONTINUITY · CAPTURED 1 OCTOBER 2026

FY2026 revenue 4.87 billion dollars, GAAP net income 1.90 billion dollars, cash and equivalents 7.8 billion dollars, audited accounts; no withdrawal of a communications category service without a supported migration path was found in Zoom's published notices as at the capture date.

Source: Zoom FY2026 fourth quarter and annual results, 25 February 2026 (investors.zoom.us); Zoom retirement and deprecation notices checked 1 October 2026.

Scores

CRITERION	SCORE (0 TO 4)
1 Residency and jurisdiction	1
2 Encryption and key control	2
3 Exit terms	2
4 Transparency record	2
5 Ownership and ultimate control	1
6 Citizen protection in the contract	3
7 Environmental impact	1
8 European sustainability	1 (lowest of A1, B2, C4)
Block A mean	1.7
Block B mean	2.0
Block C mean	1.0
Overall, mean of eight	1.6

Tier, as at 1 October 2026	Dependent

Evidence discussion

1 Residency and jurisdiction Score 1 · Weak

Rubric condition applied: "Residency is claimed but not committed in the contract, or processing relies on third countries with an adequacy decision as the only safeguard." Zoom offers something real and opt-in: paid EEA customers can select certain Meetings, Webinars and Team Chat data for EEA storage in Frankfurt. Two readings hold the score at 1. The commitment is a settings selection rather than a contract clause, and the covered list is partial by design: Account Data and Diagnostic Data are excluded and remain in the US regardless of the selection, and selected data may transit network links in non-opted data centres. Above the selection sits the same reach as the rest of the default stack: Zoom's own transparency report lists the CLOUD Act as a channel through which content can be demanded. The residency option exists, is documented, and changes the score's frame rather than its level.

2 Encryption and key control Score 2 · Partial

Rubric condition applied: "Encryption at rest and in transit with vendor-held keys; no customer rotation and no access transparency." Default Zoom meetings run on 256-bit AES-GCM with keys generated and managed by Zoom's servers. The end-to-end encryption option is genuine: with E2EE enabled, Zoom's servers become oblivious relays and never see the keys. It is opt-in per meeting, and enabling it disables the features organisations buy the product for: cloud recording, live transcription, breakout rooms, polling, join-before-host. The recorded meeting, the artefact that matters most to a compliance file, cannot be end-to-end encrypted. The option is recorded; its cost in functionality is part of the evidence.

3 Exit terms Score 2 · Partial

Rubric condition applied: "Export available but partial, in proprietary or lossy formats, or with fees and retention that impose real cost." The contract gives the customer 30 calendar days after termination to retrieve Customer Content, after which it is deleted under scheduled protocols; recordings survive a cancelled paid subscription for the same 30 days. The exports exist but are per-item or per-API: recordings download individually in standard formats, chat exports are bounded, and bulk retrieval at organisational scale means custom scripting against the API, which practitioners have resorted to publishing for each other. Two clauses tell the tenor of the relationship: Zoom may terminate the agreement "for any reason or no

reason" on 30 business days' notice, and the Terms of Service disclaim responsibility for retention of any data at all. Thirty days to get your record out, by script if you are large, is a workable exit with real cost. Level 2.

4 Transparency record Score 2 · Partial

Rubric condition applied: "Material enforcement with full remediation on record." Zoom carries no GDPR sanction. It does carry the FTC's November 2020 complaint and order, which found that Zoom misrepresented the degree of encryption protecting user content and deployed a persistent local web server bypassing browser protections, and which binds the company to a security programme, risk assessments and independent audits for twenty years. Not GDPR, and not a European action, but a regulator's finding on the product's central security claim, and the criterion scores the record rather than the jurisdiction. Remediation is on record, and the transparency reporting that followed, semi-annual since December 2020 with a published Government Requests Guide and a documented challenge policy, is stronger than the product's reputation from that era suggests. Level 2 stands; the remediation is recorded beside it.

5 Ownership and ultimate control Score 1 · Weak

Rubric condition applied: "Third-country parent with a clear compulsion pathway and no ring-fencing." Zoom Communications is a US company headquartered in San Jose, the CLOUD Act pathway applies, and there is no structural ring-fencing of EU customer content. The vendor's own transparency report is the corroborating document: it lists the CLOUD Act as a request channel and publishes what it processes under it.

6 Citizen protection in the contract Score 3 · Demonstrated

Rubric condition applied: "AI training and sale barred by default, with narrow opt-in exceptions bounded in the contract." The current commitment is clean and emphatic, in bold in the Terms of Service: Zoom does not use audio, video, chat, screen sharing or other communications-like Customer Content to train its or third-party AI models. The history matters as much as the clause: a March 2023 update granted a perpetual licence over customer content for machine learning, and it took a public backlash and two revisions to arrive at the current text. Service Generated Data, the telemetry and diagnostics, remains owned by Zoom. Level 4 fails on material change: the terms change on publication, and the customer accepts by continuing to use the service. Level 3, with the episode recorded as the reason the clause exists.

7 Environmental impact Score 1 · Weak

Rubric condition applied: "No public disclosure; participation in the EU Code of Conduct on Data Centre Energy Efficiency or an equivalent commitment only." As at the capture date, Zoom publishes no power usage effectiveness figure, no per-facility efficiency data and no renewable procurement disclosure, and no participation in the Code of Conduct was identified. The product runs on colocation facilities and public cloud, so its efficiency rests with the hosters rather than the vendor, which is a statement about disclosure, not about the underlying performance. This is the score most likely to move on reply: if Zoom has published efficiency data the review missed, the ledger takes it.

8 European sustainability Score 1 · Weak

Proxy A, money flow: 1. Rubric condition applied: "A nominal EU presence exists for sales only." No EU operating entity of scale was identified in public filings as at the capture date; the EMEA hub is London, and the continental offices are sales and support. Proxy B, capability: 2. Rubric condition applied: "EU staff provide support only, with all engineering elsewhere." Zoom maintains a dedicated EU support team processing support data in the EEA; engineering and product direction sit outside the EU. Proxy C, continuity: 4. Audited FY2026 accounts show a viable business on any reading: 4.87 billion dollars of revenue, 1.9 billion of net income, 7.8 billion in cash, and no withdrawal of a communications category service without a supported migration path was found in Zoom's published notices as at the capture date. The weakest link is money flow, and the criterion scores 1.

The verdict

> OVERALL 1.6 OF 4 · DEPENDENT, AS AT 1 OCTOBER 2026
>
> Block scores: A 1.7, B 2.0, C 1.0.

The league table now has its spread. Microsoft 365 holds 2.3, Conditional; Zoom Workplace holds 1.6, Dependent. The difference is not attitude but structure: a contract-level residency commitment versus a settings toggle, enforcement history of different weight, a transparency cadence of different depth, and a European footprint measured in support desks rather than engineering.

The relationship is workable, and the conditions are stated. A European organisation can use Zoom today with its recordings exportable, its AI-training clause in bold, and a vendor whose accounts are beyond argument. The conditions sit where they sat for the productivity suites: the residency that covers some data types and never others, keys held by the vendor unless

every meeting toggles the option that disables the features the organisation bought, a thirty-day window to get the record out, and an environmental profile with nothing published to check. None of that is fixed by a settings page. It is fixed, if it is fixed at all, by contract, by key custody, by a rehearsed exit, and by European alternatives strong enough to price the risk.

A reader expecting a higher verdict should ask which criterion they would score differently and on what evidence. A reader expecting a lower one should note that the two conditions propping the score at all, the export window and the bolded AI clause, are exactly the terms the public backlash of 2023 wrote into the contract. Scrutiny moves terms. That is the review's point.

Vendor reply

Right of reply issued 14 October 2026 to Zoom Communications, Inc., press relations and the Trust Center, with the draft scores, this evidence ledger and the rubric applied. No reply was received by the close of the window on 28 October 2026. Per method rule 4, publication proceeds and the non-response is noted here. The scores stand unchanged.

Corrections log

None to date. Draft dated 1 October 2026; issued for right of reply 14 October 2026; published 2 November 2026.

Disclosures

AltLibre has no financial relationship with Zoom. AltLibre previously published a page on European alternatives to Zoom; it was retired from the site on 25 September 2026 and is superseded by this review. No advisory client is reviewed under this method while an engagement lasts.

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