Grammarly Data Privacy Addendum

This Data Privacy Addendum ("**Addendum**") is incorporated into and subject to the terms and conditions of the current version of the agreement ("**Agreement**") between you and any of your affiliates (collectively, "**Customer**") and Grammarly, Inc. ("**Grammarly**") (each a "**Party**" and collectively the "**Parties**") governing the Customer's use of the Service.

All capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement. This Addendum reflects the Parties' agreement with respect to the terms governing Grammarly's processing of Personal Data protected by Data Privacy Laws. For any other data, including admin account information, this Addendum shall not apply.

In the event of any conflict or inconsistency between the terms of the main Agreement and this Addendum, the terms of this Addendum shall take precedence over the Agreement and any other associated contractual document between the Parties, to the extent of any such conflict.

The Parties agree as follows:

1. **Definitions.** For purposes of this Addendum:

   a. **"Data Privacy Laws"** means all data protection laws and regulations applicable to a Party's Processing of Personal Data, including and as applicable: (i) The California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**"), including any laws implementing the CCPA; (ii) EU Data Privacy Laws; and (iii) UK Data Privacy Laws in each case as amended, superseded or updated from time to time.

   b. **"Data Subject"** means an identified or identifiable natural person about whom Personal Data relates.

   c. **"EU Data Privacy Laws"** means all data protection laws and regulations applicable to Europe, including: (i) General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and any applicable national implementations of the GDPR; and (ii) in respect of Switzerland, The Federal Act on Data Protection of 19 June 1992 and its Ordinances (the "**Swiss DPA**").

   d. "**Europe**" means, for the purposes of this Addendum, the European Union, Iceland, Liechtenstein, Norway, Switzerland, and the United Kingdom.

   e. **"EU SCCs"** means standard contractual clauses between (i) controllers and processors currently located at https://www.grammarly.com/c2p-scc or (ii) processors currently located at https://www.grammarly.com/p2p-scc, in each case, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

   f. **"Personal Data"** includes any Customer Data that is protected as "personal data," "personal information," or "personally identifiable information," under Data Privacy Laws and Processed by Grammarly on behalf of Customer via the Service in connection with the Service, as more particularly described in *Exhibit A (Data Processing Description)* of this Addendum.

g. **"Process"** and **"Processing"** mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

h. **"Security Breach"** means any breach of security that leads to the accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Grammarly and/or its Sub-processors in connection with the provision of the Service. "Security Breach" shall not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

i. **"Standard Contractual Clauses"** means, as applicable, the EU SCCs, the UK SCCs, or the Swiss SCCs.

j. **"Sub-processor"** means any processor engaged by Grammarly or its affiliates to assist in fulfilling its obligations with respect to providing the Service pursuant to the Agreement or this Addendum. Sub-processors may include third parties or affiliates of Grammarly but shall exclude any Grammarly employee, contractor or consultant.

k. **"Swiss SCCs**" means the standard contractual clauses as approved by the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**").

l. **"UK Data Privacy Laws"** means all data protection laws and regulations applicable to the United Kingdom, including (i) the Data Protection Act 2018 and (ii) Data Protection, Privacy, and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019, each as amended, supplemented, or replaced from time to time.

m. "**UK SCCs**" means the standard contractual clauses as approved by the United Kingdom Information Commissioner's, currently located at https://www.grammarly.com/UK-scc.

n. The terms **"controller"**, **"personal data"**, and **"processor"** shall have the meanings given to them in GDPR and the terms "personal information", "business", "business purpose", "commercial purpose", "collect", "consumer", "service provider" and "sell" shall have the meanings given to them in the CCPA.

2. Scope and Purposes of Processing.

a. This Addendum applies to the extent Grammarly Processes as a processor or service provider (as applicable) any Personal Data protected by Data Privacy Laws. Grammarly will only Process Personal Data as set forth in this Addendum and in compliance with Data Privacy Laws.

b. The Parties acknowledge and agree that Customer is a (i) controller or processor or (ii) business (as applicable) with respect to the Processing of Personal Data, and Grammarly will Process Personal Data only as a (i) processor or (ii) service provider (as applicable) on behalf of Customer, as further described in *Exhibit A (Data Processing Description)* of this Addendum. If Customer is acting as processor, Customer agrees that it is unlikely that Grammarly will know the identity of Customer's controllers because Grammarly has no direct relationship with Customer's controllers and therefore, Customer will fulfill Grammarly's obligations to Customer's controllers under the P-to-P Clauses.

c. As a processor or service provider, Grammarly shall Process Personal Data only for the purposes described in this Addendum and only in accordance with Customer's written lawful instructions. The Parties agree that the Agreement (including this Addendum) sets out the Customer's complete and final instructions to Grammarly in relation to the Processing of Personal Data and Processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties.

d. Without prejudice to Section 3 (Customer Responsibilities), Grammarly shall immediately notify Customer in writing, unless prohibited from doing so under Data Privacy Law, if it becomes aware or believes that any Processing instructions from Customer violates EU Data Privacy Laws and UK Data Privacy Laws.

3. Customer Responsibilities.

a. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

b. Customer represents and warrants that: (i) it has provided, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents, permissions and rights necessary under applicable laws, including Data Privacy Laws, for Grammarly to lawfully Process Personal Data for the purposes contemplated by the Agreement (including this Addendum); (ii) it has complied with all applicable laws, including Data Privacy Laws in the collection and provision to Grammarly of such Personal Data; and (iii) it shall ensure its Processing instructions comply with applicable laws (including Data Privacy Laws) and that the processing of Personal Data by Grammarly in accordance with Customer's instructions will not cause Grammarly to be in breach of applicable Data Privacy Laws.

4. CCPA Processing.

a. To the extent Grammarly Processes Personal Data that is protected by the CCPA, the terms in this Section 4 shall apply in addition to the terms in the remainder of the Addendum. In the event of any conflict or ambiguity between the terms in this Section 4 and any other terms in this Addendum, the terms in this Section 4 shall take precedence but only to the extent they apply to the Personal Data in question.

b. Grammarly will not:

    i.   Sell (within the meaning of the CCPA) Personal Data.

ii.   Process Personal Data for any purpose other than for the specific purposes set forth herein. For the avoidance of doubt, Grammarly will not Process Personal Data outside of the direct business relationship between Customer and Grammarly.

iii.   Attempt to link, identify, or otherwise create a relationship between Personal Data and non-Personal Data or any other data without the express authorization of Customer.

c.   The Parties acknowledge that Personal Data that has been de-identified is not "personal information" (within the meaning of the CCPA). Grammarly may de-identify Personal Data only if it:

i.   Has implemented technical safeguards that prohibit re-identification of the Data Subject to whom the information may pertain;

ii.   Has implemented business processes that specifically prohibit re-identification of the information;

iii.   Has implemented business processes to prevent inadvertent release of de-identified information; and

iv.   Makes no attempt to re-identify the information.

d.   Grammarly hereby certifies that it understands its restrictions and obligations set forth in this Section 4 and will comply with them.

5. Data Subject Rights and Cooperation.

a.   Grammarly will promptly notify Customer of: (i) any third-party or individual (e.g. on Customer's behalf); or (ii) any government or Data Subject requests for access to or information about Grammarly's Processing of Personal Data on Customer's behalf (each a **"Communication"**), unless prohibited by Data Privacy Laws. In the event Grammarly receives such Communication directly, Grammarly will not respond to such Communication except as appropriate (for example, to direct the Data Subject to contact Customer) or where legally required, without Customer's prior authorization.

b.   Taking into account the nature of the Processing and upon written request of Customer, Grammarly will provide all reasonable co-operation to assist Customer, by appropriate technical and organizational measures, in so far as is possible, to respond to Communications.

c.   To the extent required under applicable Data Privacy Laws, and taking into account the nature of the Processing and the information available to Grammarly, Grammarly will provide all reasonably requested information regarding the Service to enable Customer to carry out a data protection impact assessment or prior consultation with supervisory authorities, as required by Data Privacy Laws. Grammarly shall comply with the foregoing by: (i) complying with Section 10 (Audits); (ii) providing the information contained in the Agreement, including this Addendum; and (iii) if the foregoing sub-sections (i) and (ii) are

insufficient for Customer to comply with such obligations, upon request, providing additional reasonable assistance (at Customer's expense).

6. Data Security.

a. Grammarly will: (i) implement appropriate and reasonable administrative, technical, physical, and organizational measures designed to protect Personal Data from Security Breaches and to preserve the security and confidentiality of Personal Data in accordance with the Grammarly Security Whitepaper (available at https://www.grammarly.com/about/GrammarlySecurityWhitepaper.pdf or such other successor URL notified to Customer) ("Security Measures"); and (ii) ensure that person it authorizes to Process the Personal Data is under an appropriate obligation of confidentiality (whether statutory or contractual).

b. Customer is responsible for reviewing the information made available by Grammarly relating to data security and making an independent determination as to whether the Service meets Customer's requirements and legal obligations under Data Privacy Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Grammarly may update or modify the Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service provided to Customer.

c. Notwithstanding the above, Customer agrees that except as provided by this Addendum, Customer is responsible for its secure use of the Service, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Service, and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Service.

7. Security Breach.

a. Upon becoming aware of a Security Breach, Grammarly will: (i) notify Customer promptly, and where feasible, within 48 hours of becoming aware of any Security Breach; (ii) provide timely information relating to the Security Breach as it becomes known or as is reasonably requested by Customer; and (iii) promptly take reasonable steps to contain and investigate any Security Breach.

b. Grammarly's notification of or response to a Security Breach under this Section 7 shall not be construed as an acknowledgment by Grammarly of any fault or liability with respect to the Security Breach.

8. Sub-Processors.

a. Customer acknowledges and agrees that Grammarly may engage Sub-processors to Process Personal Data in accordance with the provisions within this Addendum and Data Privacy Laws. A current list of Grammarly's Sub-processors is available at https://support.grammarly.com/hc/en-us/articles/360036884632-Does-Grammarly-have-a-list-

[of-third-party-service-providers-](#) ("**Sub-processor Page**") and Customer hereby consents to Grammarly's use of such Sub-processors.

b. Grammarly shall: (i) enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this Addendum, to the extent applicable to the nature of the service provided by such Sub-processor; and (ii) remain responsible for such Sub-processor's compliance with the obligations of this Addendum and for any acts or omissions of such Sub-processor that cause Grammarly to breach any of its obligations under this Addendum.

c. Grammarly shall notify Customer if it adds or removes Sub-processors at least 14 days prior to any such changes if Customer opts in to receive such notifications using the dedicated form referenced in the Sub-processor Page. Customer may object in writing to Grammarly's appointment of any new Sub-processor prior to their appointment on reasonable grounds relating to data protection (e.g. if making Personal Data available to Sub-processor may violate applicable Data Privacy Laws or weaken the protections for such Personal Data) and in such instance, the Parties shall discuss such concerns in good faith with a view to achieving a commercially reasonable resolution. If no such objection is reached, Grammarly will, at its sole discretion, either not appoint the Sub-processor, or permit Customer to terminate or suspend the affected Service in accordance with the termination provisions in the Agreement without liability to either Party (but without prejudice to the fees incurred by Customer prior to suspension or termination).

9. Data Transfers.

a. To the extent Grammarly is a recipient of Personal Data protected by EU Data Privacy Laws, Grammarly agrees to be bound by and Process such Personal Data in compliance with the EU SCCs, which are incorporated in full by reference and form an integral part of this Addendum. For the purposes of the descriptions in the EU SCCs Grammarly agrees that it is a "data importer" and Customer is the "data exporter" (notwithstanding that Customer may itself be an entity located in a third country). In case of conflict between the EU SCCs and this Addendum, the EU SCCs shall prevail. The Parties further agree that the EU SCCs will apply to Personal Data that is transferred by Customer via the Service from Europe to outside Europe, either directly or via onward transfer, to Grammarly located in a country not recognized as providing an adequate level of protection for personal data (as described in EU Data Privacy Law).

b. To the extent Grammarly processes Personal Data governed by UK Data Privacy Law, the Parties acknowledge that data transfers originating from the United Kingdom to a third country which does not provide adequate protection for personal data (as described in UK Data Privacy Law) will be governed by the UK SCCs, which are incorporated in full by reference and form an integral part of this Addendum and shall remain valid until amended, replaced, or repealed by the United Kingdom Information Commissioner's Office.

c. To the extent Grammarly processes Personal Data that is protected by the Swiss DPA, the EU SCCs will apply, with the following modifications:

   i. any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;

   ii. references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and

   iii. references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the FDIPC and competent courts in Switzerland, unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA, in which event the Swiss SCCs shall instead be incorporated by reference and form an integral part of this Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes of the Swiss SCCs shall be populated using the information contained in Exhibits A and B.

10. Audits.

a. Upon Customer's request, Grammarly will make available to Customer all information reasonably necessary to demonstrate compliance with this Addendum and will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer in order to assess compliance with this Addendum. Customer acknowledges and agrees that it shall exercise its audit rights under this Addendum (including this Section 10(a) and, where applicable, the Standard Contractual Clauses) and any audit rights granted under Data Privacy Laws, by instructing Grammarly to comply with the audit measures described in Sections 10(b) below.

b. Upon written request, Grammarly will supply (on a confidential basis) to Customer a summary copy of its most current audit report(s) ("**Audit Report**") prepared by third-party security professionals at Grammarly's selection and expense. In addition to the Audit Report, Grammarly shall respond to all reasonable requests for information made by Customer to confirm Grammarly's compliance with this Addendum, including responses to information security, due diligence, and audit questionnaires, by making additional information available regarding its information security program upon Customer's written request to privacy@grammarly.com provided that Customer shall not exercise this right more than once per calendar year.

11. Return or Destruction of Personal Data.

a. Upon termination or expiry of the Agreement, Grammarly will, at the choice and written request of Customer, return to Customer and/or securely destroy all Personal Data in its possession or control in accordance with the Agreement, save that this requirement shall not apply to the extent Grammarly is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which data Grammarly shall securely isolate and protect from any further Processing and delete in accordance with its deletion practices.

12. Limitation of Liability.

     a.   Grammarly's liability arising out of or in connection with this Addendum is subject to the limitations and exclusions of liability stated in the Agreement.

13. Term.

     a.   The effective date of this Addendum is the date of the latest signature of a Party or, if no such date exists, the effective date of the Agreement.

14. Survival.

     a.   The provisions of this Addendum survive the termination or expiration of the Agreement for so long as Grammarly or its Sub-Processors Process Personal Data.

<u>**Exhibit A: Data Processing Description**</u>

1. List of Parties:

Data exporter(s):
<u>Name</u>: The entity identified as "Customer" in the Addendum.
<u>Address:</u> The address for Customer specified in the Addendum or the Agreement.
<u>Contact Details</u>: The contact details associated with the Customer's account, or as otherwise specified in the Addendum or the Agreement.
<u>Activities relevant to the data transferred</u>: See Section 2 below.
<u>Role</u>: When Customer is acting as controller, Controller. When Customer is acting as a processor, Processor.

Data importer(s):
<u>Name</u>: "Grammarly" as identified in the Addendum.
<u>Address</u>: The address for Grammarly as specified in the Agreement.
<u>Contact Details</u>: The contact details for Grammarly specified in the Addendum or the Agreement.
<u>Activities relevant to the data transferred</u>: See Section 2 below.
<u>Role:</u> Processor

2. Description of Transfer

a. **Subject matter, nature, and purpose of Processing:** Grammarly will process Personal Data solely to fulfill its purposes under the Agreement, including Processing Personal Data: (i) to provide the Service in accordance with the Agreement; (ii) to perform any steps necessary for the performance of the Agreement; (iii) to perform any Processing activity initiated by Customer in its use of the Service; and (iv) to comply with other reasonable instructions provided by Customer that are consistent with the terms of the Agreement and this Addendum.

b. **Anticipated duration of Processing:** For the term of the Agreement plus the period from expiry or termination of the Agreement until deletion of all Personal Data by Grammarly in accordance with the Agreement.

c. **Typical categories of Data Subjects:** Data subjects include the individuals about whom data is provided to Grammarly via the Service by (or at the direction of) Customer or its Users.

d. **Categories of Personal Data typically subject to Processing under the Agreement:** The categories of Personal Data are determined by Customer in its sole discretion and include data relating to individuals provided to Grammarly via the Service, by (or at the direction of) Customer or its Users – for example in the text in electronic form submitted to the Service.

e. **Special categories of Personal Data:** Grammarly does not intentionally collect or Process any special categories of Personal Data.

Exhibit B: Technical and organisational measures
including technical and organisational measures to ensure the security of the data

Grammarly performs strict administrative, contractual, and technical procedures to protect information transferred to and out, and stored on its servers for the provision of its services.

All Grammarly server-side infrastructure is hosted on an industry-leading secure cloud platform through Amazon Web Services (AWS) in the United States. Only a small number of Grammarly's servers and network ports can be accessed through the internet, and they are behind load balancers and a web application firewall (WAF). All components that process user data operate in Grammarly's private network inside our secure cloud platform. Grammarly is registered for AWS Enterprise Support, the highest possible tier of AWS support.

Grammarly encrypts all data transfers between itself and data exporters by up-to-date encryption protocols, including TLS 1.2. Customer data is encrypted at rest in AWS using AES-256 server-side encryption. Grammarly utilizes AWS Key Management Services (KMS) for database encryption and key management. Access to the cryptographic keys is restricted to authorized personnel. Grammarly internal services are available via its virtual private network, with the exception of services that must have access to the public internet for Grammarly's product provisioning to customers.

Access to the Personal Data storage is performed only through usage of complicated passwords, multi-factor authentication and personalized user accounts of a limited number of employees who require the access to perform their job functions. Passwords are stored in encrypted databases with applied bcrypt hashing. Access to the information is logged and monitored by the Security team.

Grammarly's Compliance teams define and control the collection, processing and storage of customers' Personal Data. For this, Grammarly uses data flow maps, service inventory, new service launch and other processes to track all internal and external data transfers.

Detailed information about Grammarly's technical and organizational measures to ensure the security of the data are specified in the enterprise-grade attestation and regulatory compliance page https://www.grammarly.com/security and https://www.grammarly.com/trust.