

## Grammarly Data Privacy Addendum

This Data Privacy Addendum (“**Addendum**”) is incorporated into and subject to the terms and conditions of the SaaS Subscription Agreement (“**Agreement**”) between you and any of your Affiliates (collectively, “**Customer**”) and Grammarly, Inc. (“**Grammarly**”) (each a “**Party**” and collectively the “**Parties**”).

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seq.* (“**CCPA**”), including any laws implementing the CCPA; and (ii) EU Data Privacy Laws; in each case as amended, superseded or updated from time to time..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; (ii) in respect of the United Kingdom, the Data Protection Act 2018 and any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iii) in respect of Switzerland, The Federal Act on Data Protection of 19 June 1992 and its Ordinances.
- d. “**Europe**” means, for the purposes of this Addendum, the European Union, Iceland, Liechtenstein, Norway, Switzerland and the United Kingdom.
- e. “**Model Clauses**” means the standard contractual clauses for processors as approved by the European Commission pursuant to Commission Decision 2010/87/EC and located here: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such successor URL).
- 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 Annex A 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. **“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.
- j. 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 controller or business (as applicable) with respect to the Processing of Personal Data, and Grammarly will Process Personal Data only as a processor or service provider (as applicable) on behalf of Customer, as further described in Annex A of this Addendum.
- 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.

## 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-use-subprocessors-> 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. 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 be reached, Grammarly will, at its sole discretion, either not appoint the Sub-processor, or permit Customer 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 Model Clauses, which are incorporated in full by reference and form an integral part of this Addendum. For the purposes of the descriptions in the Model Clauses: (i) 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); (ii) Annex A of this Addendum and the Security Measures shall replace Appendix 1 and Appendix 2 of the Model Clauses respectively; and (ii) Annex B of this Addendum shall form Appendix 3 of the Model Clauses. In case of conflict between the Model Clauses and this Addendum, the Model Clauses shall prevail. The Parties further agree that the Model Clauses 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).

**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 Model 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](mailto:privacy@grammarly.com) provided that Customer shall not exercise this right more than once per calendar year.

**11. Return or Destruction of Personal Data.** 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.** 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.** The effective date of this Addendum is the date of the latest signature of a Party.

**14. Survival.** 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.

## Annex A: Data Processing Description

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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.
- v. **Special categories of Personal Data:** Grammarly does not intentionally collect or Process any special categories of Personal Data.

## **Annex B: Appendix 3 to the Model Clauses**

This Appendix forms part of the Clauses. All defined terms used in this Appendix 3 shall have the meaning given to in the Clauses unless otherwise defined in this Appendix.

### **Appendix 3 to the Standard Contractual Clauses**

This Appendix sets out the parties' interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

For the purposes of this Appendix, “**Addendum**” means the Data Privacy Addendum in place between data importer and data exporter and to which these Clauses are incorporated and “**Agreement**” shall have the meaning given to it in the Addendum.

#### **Clause 4(h) and 8: Disclosure of these Clauses**

1. Data exporter agrees that these Clauses constitute data importer's Confidential Information as that term is defined in the Agreement and may not be disclosed by data exporter to any third party without data importer's prior written consent unless permitted pursuant to Agreement. This shall not prevent disclosure of these Clauses to a data subject pursuant to Clause 4(h) or a supervisory authority pursuant to Clause 8.

#### **Clause 5(a): Suspension of data transfers and termination**

1. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses.
2. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, 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.
3. If the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance (“**Cure Period**”).
4. If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

#### **Clause 5(f): Audit**

1. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 6 (Data Security) of the Addendum.

#### **Clause 5(j): Disclosure of subprocessor agreements**



1. The parties acknowledge the obligation of the data importer to send promptly a copy of any onward subprocessor agreement it concludes under the Clauses to the data exporter.
2. The parties further acknowledge that, pursuant to subprocessor confidentiality restrictions, data importer may be restricted from disclosing onward subprocessor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any subprocessor it appoints to permit it to disclose the subprocessor agreement to data exporter.
3. Even where data importer cannot disclose a subprocessor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably in connection with such subprocessing agreement to data exporter.

#### **Clause 6: Liability**

1. Any claims brought under the Clauses shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement. In no event shall any party limit its liability with respect to any data subject rights under these Clauses.

#### **Clause 11: Onward subprocessing**

1. The parties acknowledge that, pursuant to FAQ II.1 in Article 29 Working Party Paper WP 176 entitled “*FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC*” the data exporter may provide a general consent to onward subprocessing by the data importer.
2. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of these Clauses, to engage onward subprocessors. Such consent is conditional on data importer’s compliance with the requirements set out in Section 8 (Sub-Processors) of the Addendum.