

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 (“**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 contained within Customer Data (“**Customer Personal Data**”) and protected by Applicable Data Privacy Laws. As used in this Addendum, “Grammarly” refers to both Grammarly and Coda products, unless otherwise specified.

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. “**Applicable Data Privacy Laws**” means national, federal, state, provincial or other privacy, data security, data protection law or regulation applicable to Processing of Customer Personal Data, including without limitation and as applicable: (i) United States Data Privacy Laws and (ii) European Data Privacy Laws; and (iii) UK Data Privacy Laws in each case as amended or superseded from time to time.
 - b. “**Data Privacy Framework**” means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) as operated by the U.S. Department of Commerce; as may be amended, superseded or replaced. “**Data Privacy Framework Principles**” means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework.
 - c. “**European Data Privacy Laws**” means, as applicable to the Processing of Customer Personal Data: (i) General Data Protection Regulation (EU) 2016/679 (“**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. **“Data Security Incident”** means a breach of Grammarly’s security that leads to the accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed by Grammarly in connection with the provision of the Service. “Data Security Incident” shall not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- g. **“Standard Contractual Clauses”** means, as applicable, the EU SCCs or the UK SCCs.
- h. **“Sub-processor”** means a processor engaged by Grammarly or its affiliates to assist in providing the Service(s) 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.
- i. **“United States Data Privacy Laws”** means (i) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (**“CCPA”**), including as amended and any regulations implementing the CCPA; (ii) similar data privacy or protection laws adopted in other states, such as Virginia’s Consumer Data Protection Act, Va. Code Ann. § 59.1-575 et seq. and the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq., each as may be in effect and applicable.
- j. **“UK Data Privacy Laws”** means, as applicable to Processing of Customer Personal Data: the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European (Withdrawal) Act 2018.
- k. **“UK SCCs”** means the EU SCCs together with the International Data Transfer Addendum (version B1.0) approved by the United Kingdom Information Commissioner, currently located at <https://www.grammarly.com/UK-scc>.
- l. The terms **“controller”**, **“data subject”**, **“personal data”**, **“process”**, **“processing,”** and **“processor”** shall have the meanings given to them in the EU GDPR, and the terms **“personal information”**, **“business”**, **“business purpose”**, **“commercial purpose”**, **“collect”**, **“consumer”**, **“service provider”**, **“sell”**, and **“share”** 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 Customer Personal Data protected by Applicable Data Privacy Laws. Grammarly will only Process Customer Personal Data as set forth in this Addendum and in compliance with Applicable 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 Customer Personal Data, and Grammarly will Process Customer 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. Customer instructs Grammarly (as a processor or service provider) to Process Customer Personal Data for the purposes described in the Agreement (including this Addendum) and in accordance with Customer's written lawful instructions as follows:
 - (i) to provide, **secure, and monitor** the Service(s) in accordance with the Agreement;
 - (ii) to perform Processing activity initiated by Customer in its use of the Service (including, for example, through an administrative console); and
 - (iii) to comply with other reasonable instructions provided by Customer that are consistent with the terms of the Agreement and this Addendum.

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 Customer 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 European Data Privacy Laws and UK Data Privacy Laws.

3. Customer Responsibilities.

- a. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquired Customer Personal Data.
- b. Customer represents and warrants that it will comply with its obligations related to the processing of Customer Personal Data under Applicable Data Privacy Laws, including 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 Applicable Data Privacy Laws, for Grammarly to lawfully Process Customer Personal Data for the purposes contemplated by the Agreement (including this Addendum); (ii) it has complied with all applicable laws, including Applicable Data Privacy Laws in the collection and provision to Grammarly of such Customer Personal Data; and (iii) it shall ensure its Processing instructions comply with applicable laws (including Applicable Data Privacy Laws) and that the processing of Customer 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 Customer 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 Customer Personal Data in question.
- b. Grammarly will not:
 - i. Sell or Share (as such terms are defined in the CCPA) Customer Personal Data.
 - ii. Process Customer Personal Data for any purpose other than for the specific purposes set forth herein. For the avoidance of doubt, Grammarly will not Process Customer Personal Data outside of the direct business relationship between Customer and Grammarly.
 - iii. Attempt to link, identify, or otherwise create a relationship between Customer Personal Data and non-Personal Data or any other data without the express authorization of Customer.
- c. With respect to its Processing of Customer Personal Data, Grammarly will comply with the CCPA and provide the same level of privacy protection as

required of businesses by the CCPA, each only as applicable. Grammarly will notify Customer if, in Grammarly's opinion, Grammarly is unable to meet its obligations under the CCPA, unless such notice is prohibited by applicable law, including Applicable Data Privacy Laws.

- d. If Customer reasonably believes that Grammarly is engaged in unauthorized Processing of Customer Personal Data, Customer will immediately notify Grammarly of such belief, and the Parties will work together in good faith to remediate the allegedly violative Processing activities, if necessary.
- e. 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 Customer Personal Data on Customer's behalf (each a "Communication"), unless prohibited by Applicable Data Privacy Laws. In the event Grammarly receives such Communication directly, Grammarly will not respond to such Communication except as appropriate (e.g., to direct the Data Subject to contact Customer) or where legally required, without Customer's prior authorization. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.
- b. Grammarly shall provide reasonable and legally-required assistance and cooperation to enable Customer to fulfil its obligations under Applicable Data Privacy Laws. Upon written request of the Customer this includes, to the extent the Customer is not able to respond to Communication using the functionality of the Services, reasonable co-operation to assist Customer to respond to Communications taking into account the nature of the Processing.
- 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 reasonable assistance to Customer to carry out a data protection impact assessment or prior consultation with supervisory authorities, as required by Applicable 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) as outlined in Exhibit B, implement appropriate and reasonable administrative, technical, physical, and organizational measures designed to protect Customer Personal Data from Security Incidents and to preserve the security and confidentiality of Customer Personal Data (“Security Measures”); and (ii) ensure that employees, contractors, and Sub-processors authorized to Process the Customer 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 Applicable 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 back up any Customer Data uploaded to the Service.

7. Data Security Incident.

- a. Upon becoming aware of a Data Security Incident, Grammarly will: (i) notify Customer promptly, and without undue delay after becoming aware of a Data Security Incident; (ii) provide timely information relating to the Data Security Incident as it becomes known or as is reasonably requested by Customer; and (iii) promptly take reasonable steps to contain and investigate any Data Security Incident.
- b. Grammarly’s notification of or response to a Data Security Incident under this Section 7 shall not be construed as an acknowledgment by Grammarly of any fault or liability with respect to the Data Security Incident. Grammarly has no obligation to assess Customer Data to identify information that may be subject to specific legal requirements.

8. Sub-Processors.

- a. Customer acknowledges and agrees that Grammarly may engage Sub-processors to Process Customer Personal Data in accordance with the

provisions within this Addendum and Applicable Data Privacy Laws. A current list of Grammarly's Sub-processors is available at <https://support.grammarly.com/hc/en-us/articles/360036884632-DoesGrammarly-use-subprocessors> ("**Sub-processor Page**") and Customer specifically authorizes Grammarly's engagement of such Sub-processors. In addition, Customer generally authorizes Grammarly's engagement of other third parties as Sub-processors, in accordance with Section 8(c) below.

- 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 Customer 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 Sub-processors at least 30 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 Customer Personal Data available to Sub-processor may violate Applicable Data Privacy Laws or weaken the protections for such Customer 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 resolution 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. Customer acknowledges that Grammarly may process Customer Personal Data in the United States and any other locations in which Grammarly and its Sub-processors maintain data processing operations to perform the Service. Grammarly will not transfer (directly or via onward transfer) Customer Personal Data originating in Europe to a country outside of Europe, unless it first takes measures to enable the transfer is in compliance with European or UK Data Privacy Laws (as applicable).
- b. Grammarly, Inc. participates in and certifies compliance with the Data Privacy Framework as described in our Data Privacy Framework Certification. Where and to the extent the Data Privacy Framework applies, Grammarly, Inc. will use the

Data Privacy Framework to lawfully receive Customer Personal Data in the United States and will ensure that it provides at least the same level of protection to such data as is required by the Data Privacy Framework Principles. Grammarly will notify Customer if it makes a determination that it can no longer comply with its obligations under the Data Privacy Framework.

- c. If European or UK Data Privacy Laws require that appropriate safeguards are put in place (for example, if the Data Privacy Framework does not cover the transfer or is invalidated), the applicable Standard Contractual Clauses will be incorporated in full by reference and form an integral part of this Addendum as follows:
 - i. To the extent Grammarly processes Customer Personal Data protected by European Data Privacy Laws, Grammarly agrees to be bound by and Process such Customer Personal Data in compliance with the EU SCCs. 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).
 - ii. To the extent Grammarly processes Customer Personal Data protected by UK Data Privacy Law, the UK SCCs will apply.
 - iii. To the extent Grammarly processes Customer Personal Data protected by the Swiss DPA, the EU SCCs will apply, with the following modifications:
 - A. 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;
 - B. 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
 - C. references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the FDIPC and competent courts in Switzerland.
 - iv. In the event of any conflict between the EU SCCs or UK SCCs and this Addendum, the EU SCCs or UK SCCs (as applicable) will prevail.

10. Audits.

- a. Upon Customer's request, Grammarly will make available to Customer information reasonably necessary to demonstrate 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 Applicable 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.

11. Return or Destruction of Customer Personal Data.

- a. Upon termination or expiry of the Agreement, Grammarly will, at the written request of Customer, make available for return to Customer and/or securely destroy all Customer 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 Customer Personal Data, or to Customer 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. Deidentified Data of United States Residents.

- a. The Parties acknowledge that data that has been "de-identified" or "deidentified" in accordance with United States Data Privacy Laws ("**Deidentified Data**") is not Personal Data.
- b. Except as otherwise permitted by Applicable Data Privacy Laws, Grammarly may deidentify Customer Personal Data and Process Deidentified Data only if it:
 - i. Takes reasonable measures to ensure that the Deidentified Data cannot be associated with an individual;
 - ii. Publicly commits to maintain and use the Deidentified Data only in a deidentified fashion and not attempt to re-identify the Deidentified Data; and
 - iii. Contractually obligates any recipient of the Deidentified Data to comply with substantially similar requirements as those set out in this Section 12 (Deidentified Data) of the Addendum.

13. 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.

14. 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.

15. 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 Customer Personal Data.

Exhibit A: Data Processing Description

1. List of Parties:

Data exporter(s):

Name: The entity identified as “Customer” in the Addendum.

Address: The address for Customer specified in the Addendum or the Agreement.

Contact details: The contact details associated with the Customer’s account, or as otherwise specified in the Addendum or the Agreement.

Activities relevant to the data transferred: See Section 2 below.

Role: When Customer is acting as controller, Controller. When Customer is acting as a processor, Processor.

Data importer(s):

Name: “Grammarly” as identified in the Addendum.

Address: The address for Grammarly as specified in the Agreement.

Contact details: The contact details for Grammarly specified in the Addendum or the Agreement.

Activities relevant to the data transferred: See Section 2 below.

Role: Processor

2. Description of Transfer

- a. **Subject matter, nature, and purpose of Processing:** Grammarly will process Customer Personal Data solely to fulfill its purposes under the Agreement, including Processing Customer 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 Customer 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 Customer Personal Data typically subject to Processing under the Agreement:** The categories of Customer 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.

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

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

Security Measures applicable for Grammarly:

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 is specified in the enterprise-grade attestation and regulatory compliance pages at <https://www.grammarly.com/security> and <https://www.grammarly.com/trust>.

Security Measures applicable for Coda:

Please review the information available at this site (which is subject to update from time to time): <https://coda.io/trust/securityannex>