

**AMENDMENT TO GRAMMARLY CUSTOMER BUSINESS AGREEMENT  
APPLICABLE TO DEPARTMENT OF HOMELAND SECURITY USERS**

This Amendment to the Grammarly Customer Business Agreement (as defined below) (“Amendment”) is an agreement between Grammarly, Inc. (“Grammarly” or “Company”) and Department of Homeland Security (“DHS”, “Agency”) and applies to Agency and Agency Users (as defined below) of Grammarly Services (as defined in the TOS “Services”). This Amendment is effective as of March 4, 2024 (“Effective Date”). All capitalized terms not defined in this Amendment shall have the meanings set forth in the TOS (as defined below). This Amendment supersedes and replaces in its entirety the Amendment to the Grammarly Customer Business Agreement Applicable to Department of Homeland Security Users between the parties, dated January 9, 2024, as of the Effective Date of this Amendment.

The Agency is required when entering into agreements with other parties to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; civil rights and civil liberties; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

Company and Agency (together, the "Parties") agree to modify the Grammarly Customer Business Agreement, available at <https://www.grammarly.com/terms/customer-business-agreement> (dated December 1, 2022) (the “Grammarly Customer Business Agreement” or “TOS”, together with the Amendment, the “Agreement”) to accommodate Agency's legal status, its public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the Services.

- A. **Government entity:** For the purposes of this Agreement, Customer as used in the TOS shall mean Agency and End Users shall mean any Agency User (as defined herein). For clarity, Agency shall mean the Agency itself and shall not apply to, nor bind (i) the Agency Users who utilize the Services on Agency's behalf, except as otherwise provided in the TOS; or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. Company will look solely to Agency to enforce any violation or breach of the TOS by such individuals, (provided that Company will remain able to suspend individual Agency User accounts pursuant to the TOS), subject to federal law.
- B. **Public purpose:** Regarding Section 1.2 of the TOS, Agency shall use the Services solely in furtherance of Agency's public purpose. Any requirement(s) set forth within the TOS that the use of the Services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Applicability:** Subject to paragraph D of this Amendment (Services; License) Company agrees to apply this Amendment to all users of the Services who register an account with Grammarly, using an official DHS email address with an Agency Domain Name (“Agency Users”). A list of Agency's email address endings or domain names that may be covered under this Amendment is attached hereto as Exhibit A. Agency will obtain and maintain from Agency Users any consents necessary to allow Company to deliver the Services under the terms of this Agreement. Agency User accounts may only be used by a single Agency User and may not be shared by multiple individuals.

- D. **Services; License:** For the purposes of this Amendment, “Services” shall have the meaning set forth in the TOS and shall also include the Free Services. “Free Services” means Grammarly’s offering in a managed environment controlled by Agency or any future offering with similar managed functionality for organizations that is free of charge, as offered by Company to Agency in its sole discretion. For clarity, Company may make changes to features and functionality of the Free Services during any Subscription Term. During the Subscription Term, Company grants Agency and Agency Users the right to (a) use the Free Services, and (b) install and use any software provided by Company to access the Free Services, in each case in accordance with the Documentation, the Acceptable Use Policy, and subject to the terms of this Agreement. Agency may enable up to 300,000 Agency Users to use the Free Services. The Subscription Term for this Section D license will be 12 months from the Effective Date.
- E. **Law and disputes:** The TOS are governed by Federal law.
- a. Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
  - b. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
  - c. Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- F. **Indemnification, Liability, Statute of Limitations:** Any provisions in the TOS related to indemnification, penalties, filing deadlines, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341) is stricken from the TOS and is unenforceable, except to the extent expressly authorized by law. Liability for any breach of the TOS as modified by this Amendment, or any claim arising from the TOS as modified by this Amendment, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim. Any clause of the TOS requiring the Company to defend or indemnify Agency is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- G. **Arbitration; equitable or injunctive relief:** Any arbitration, mediation or similar dispute resolution provision in the TOS is hereby deleted. Equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- H. **Limitation of liability:** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law. The Limitation of Liability clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to a government contract under any federal fraud statute, including the False Claims Act, 33 U.S.C. §§ 3729-3733.
- I. **No endorsement:** Company agrees that Agency seals, trademarks, logos, service marks, trade

names, and the fact that Agency has a presence on the Company's website and use its Services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by Agency or by any other element of the Federal Government, or are considered by Agency or the Federal Government to be superior to any other products or services. Company agrees not to display any Agency or government seals, trademarks, logos, service marks, and trade names on the Company's homepage or elsewhere on the Company Site unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

- J. **No business relationship created:** The Parties are independent entities and nothing in the TOS as modified by this Amendment creates a partnership, joint venture, agency, or employer/employee relationship.
- K. **No cost agreement:** Nothing in the TOS as modified by this Amendment obligates Agency to expend appropriations or incur financial obligations, except if Agency in its sole discretion decides to purchase any other Company's Services pursuant to an Order. The Parties acknowledge and agree that none of the obligations arising from the TOS as modified by this Amendment are contingent upon the payment of fees by one party to the other.
- L. **No fee Subscription:** As of the date of this Agreement until a future date to be determined solely by Grammarly, Grammarly is providing Agency with a no-cost subscription to the Free Services. There is no fee for the Free Services. If at a future point, Grammarly decides to end such Free Service, it may do so unilaterally, but will make commercially reasonable efforts to provide DHS with as much advance notice as possible of the date on which the Free Service will be discontinued. In the event Grammarly decides to discontinue the Free Services, Grammarly will either transition DHS accounts to free accounts, or if DHS elects to purchase services under the terms described in paragraph N below, then Grammarly will transition accounts to the paid Services purchased by Agency in its discretion. For clarity, the Parties agree that Part 2. "Payment Terms" in the Grammarly Customer Business Agreement will not apply to Agency for the Free Services.
- M. **Renewal:** The Customer's Free Subscription Term set forth in Section D may be renewed upon mutual agreement of the Parties at no cost until such time as Grammarly ends the Free Services.
- N. **Separate future action for fee based Services:** Company provides certain Services at a basic level free of charge to the public, but this may change in the future. Agency acknowledges that while Company will provide Agency with some Services and features for free (including the Free Services), Company reserves the right to revise pricing for paid Services and begin charging for currently free Services and features at some point in the future. Company will provide Agency with at least 30 days advance notice of a change involving the charging of fees for currently free services. The Company will not provide these paid Services to the Agency until the Agency and Company negotiate an Order and agree to pay such fees. The Order must be signed by an Agency official with actual authority to bind the Agency. Such an agreement may only be entered into following federal acquisition laws, regulations, and agency guidelines. Agency also understand that Company may

currently offer other premium and enterprise Services for a fee. The Parties understand that fee-based products and services are categorically different than free products and services and may be subject to federal procurement rules and processes. Before an Agency decides to enter into a paid premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, Agency agrees to determine if it has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card or other means of payment, to review any then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

- O. **Assignment:** Neither party may assign its obligations under the TOS as modified by this Amendment to any third party without prior written consent of the other; provided however, Company or its subsidiaries may assign the TOS as modified by this Amendment to a subsidiary or parent or in connection with a merger, acquisition, reorganization, or transfer of assets, without written consent from the Agency provided that the successor assumes Company's obligations under the TOS as modified by this Amendment.
  
- P. **Termination rights:** In addition to the terms regarding termination in the Grammarly Customer Business Agreement, Agency can cancel its free or paid Customer subscriptions at any time in accordance with Section 2.5 of the TOS. Agency may close Agency User accounts and, upon 30 days written notice to Company, terminate this Amendment. Company may close Agency User accounts in accordance with the TOS and terminate this Amendment on 30 days written notice to Agency.
  
- Q. **Deletion of Individual User Accounts:** If Agency determines that an individual Agency User is violating agency policies and agency rules of behavior for using Company's Services, Agency shall request, and Company will make commercially reasonable efforts to terminate that Agency User account's rights and access to the Services. Additionally, Agency User requests to delete Agency User accounts will be accepted and processed for deletion by the Company, including any personally identifiable information used to establish the account, in the same manner that Company handles ordinary account deletion requests.
  
- R. **Privacy and Acceptable Use:** Agency acknowledges that the Acceptable Use Policy, the Data Processing Addendum and Privacy Policies referenced in the Grammarly Customer Business Agreement applies (as applicable).
  
- S. **Provision of Data and Privacy Safeguards:** Agency Users are subject to Agency policies and rules of behavior for use that prohibit the input of non-public, sensitive data into the Services. Agency, and not Company, shall be responsible for enforcing such internal policies. Agency may request and Company shall make commercially reasonable efforts to provide any agency user-provided content into the Services that is stored by the Company which Agency may consider in contravention of Agency user policies and rules of behavior. Data may be provided in a commonly used file or database format as Company deems appropriate. Further, the Parties agree to comply with the Data Privacy Addendum, available at <https://www.grammarly.com/online-dpa> , and the acceptable use policy, available at <https://www.grammarly.com/acceptable-use-policy>, unless it conflicts with

other provisions in this Agreement.

- T. **Posting and availability of this Amendment:** The Parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public upon request and pursuant to applicable law, post it to their website, or otherwise share it with and to other agencies interested in using the Services.
- U. **Security:** Company will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. A SOC 2 Type 2 audit certification will be conducted annually, and Company agrees to provide Agency with the current SOC 2 Type 2 audit certification upon the agency's request. Recognizing the changing nature of the Web, Company will continuously work to ensure that its Services used by Agency hereunder meet industry standards for the security of systems and data. Company agrees to discuss implementing additional security controls as deemed reasonably necessary by Agency to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq.
- V. **Ownership of Agency Content:** Agency maintains sole and exclusive ownership of, and responsibility for, Agency Content. Agency acknowledges and agrees that (a) Agency will evaluate and bear all risks associated with Agency Content and (b) under no circumstances will Company be liable in any way for Agency Content, including, but not limited to any errors or omissions. For clarity, "Agency Content" means Customer Data as used and defined in the TOS.
- W. **Point of Contact (Email Address):**
  - a. Department of Homeland Security, Office of the Chief Intelligence Officer Executive Secretary, [ocioexecsec@hq.dhs.gov](mailto:ocioexecsec@hq.dhs.gov)
  - b. Grammarly, Legal: [contract\\_notices@grammarly.com](mailto:contract_notices@grammarly.com)
- X. **Changes to standard TOS:** Language in the TOS reserving to Company the right to change the TOS without notice at any time is hereby amended to provide that material changes to the TOS are inapplicable to DHS users unless agreed to by both parties by a modification to this Amendment. A material change is defined as: (a) Terms that change Agency rights or obligations; (b) Terms that make previously free services paid; (c) Terms that decrease overall level of service; or (d) Terms that limit any other Agency right addressed elsewhere in the TOS or this Amendment.
- Y. **Applicability to Future Versions of the Company TOS:** Unless either party decides to terminate this Amendment, this Amendment will continue to apply to future versions of the Company TOS.
- Z. **Precedence; Further Amendments:** If there is any conflict between this Amendment and the TOS (including without limitation future versions of the TOS), or between this Amendment and other Company's terms, rules or policies related to its Services, this Amendment shall prevail. This Amendment constitutes an amendment to the TOS; any language in the TOS indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to by both Parties in writing.

AA. **Additional Items for discussion and possible inclusion in this Amendment:** Company understands current federal law, regulation and policy may affect Agency’s use of the Company’s products and Services in ways not addressed in the list of clauses above. Among the topics Agency may need to discuss with Company, and which may lead to a mutual agreement to insert additional clauses in this Amendment, are Privacy and Accessibility. Any additional modification to this Amendment will be agreed to in writing between the Parties based on such discussions.

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**Approvals**

DocuSigned by:  
*Eric Hysen*  
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**Eric Hysen,**  
Chief Information Officer and Chief Artificial Intelligence Officer  
**Department of Homeland Security**

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Date

DocuSigned by:  
*Suha Can*  
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**Suha Can,**  
Chief Information Security Officer  
**Grammarly, Inc.**

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Date

**Exhibit A**  
**DHS Email Domain Names**

- \*.associates.cbp.dhs.gov
- \*.associates.cisa.dhs.gov
- \*.associates.dhs.gov
- \*.associates.ero.dhs.gov
- \*.associates.fema.dhs.gov
- \*.associates.fletc.dhs.gov
- \*.associates.fps.dhs.gov
- \*.associates.gwe.cisa.dhs.gov
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- \*.associates.usss.dhs.gov
- \*.beta.dhs.gov
- \*.cbp.dhs.gov
- \*.ccht.dhs.gov
- \*.cdpemail.dhs.gov
- \*.cisa.dhs.gov
- \*.cisa.gov
- \*.contractors.cbp.dhs.gov
- \*.cyber.gov
- \*.dev.ice.dhs.gov
- \*.dhs.gov
- \*.dhs.sgov.gov
- \*.dr.fema.dhs.gov
- \*.emailsurveys.cbp.dhs.gov
- \*.eop.cdpemail.dhs.gov
- \*.eop.tsa.dhs.gov
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