

ADDENDUM TO ANTHROPIC TERMS OF SERVICE

This Amendment is an agreement between Anthropic, PBC ("Anthropic" or "Company") and the U.S. Department of State ("Agency,") and applies to Agency users of the Company's Site and Services.

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 Company's standard Terms of Service, available at <https://console.anthropic.com/legal/terms> (current version June 13, 2024) (the "TOS")) 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 Company Site and Services (together, the "Amended TOS").

- A. **Government entity:** Provided that Agency is responsible for Agency Users compliance with the TOS, the Amended TOS shall not directly apply to, nor bind Agency Users. "Agency Users" means the following individuals: (i) the individual(s) who utilize the Company Site or Services on Agency 's behalf, 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 Amended TOS by Agency Users, (provided that Company will remain able to suspend individual Agency User accounts pursuant to the TOS), subject to federal law.
- B. **Public purpose:** Agency shall use the Company Site and Services solely in furtherance of Agency's public purpose. Any requirement(s) set forth within the TOS that use of the Company Site and Services be for private, personal and/or non-commercial purposes is hereby waived.

- C. **Applicability:** Company agrees to apply the Amended TOS to all Agency Users of Company's Site and Services, including those who created accounts prior to signing of this Amendment; provided that this only applies to Agency Users who have official Agency email addresses in their account information (Agency will provide Company with a list of email address endings that apply to Agency Users).
- D. **Law and disputes:** The Amended TOS is governed by Federal law.
- a. Any language purporting to subject the U.S. Government, or its personnel acting in an official capacity, 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. To the extent permitted by Federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable Federal law.
 - 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.
- E. **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 Amended TOS, or any claim arising from the Amended TOS, 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.
- F. **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).

- G. ***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.
- H. ***No endorsement:*** Company agrees that Agency seals, trademarks, logos, service marks, trade names, and the fact that Agency has a presence on the Company Site 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. If applicable, except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, 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.
- I. ***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.
- J. ***No cost agreement:*** Nothing in the Amended TOS obligates Agency to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from the Amended TOS are contingent upon the payment of fees by one party to the other.

- K. ***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, 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. On the date provided by the Company to the Agency in its notice of a change in fee structure to free services, the Company will cease to provide to the Agency these previously-free services until the Agency and Company negotiate a payment agreement and the Agency affirmatively and in writing agrees to pay for such specific services. The payment agreement 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 understands 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 are subject to federal procurement rules and processes. Before an Agency decides to enter into a 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 law, and in all other respects to follow applicable federal laws, regulations, and agency guidelines when initiating that separate action. Upon Agency's request, Company will deactivate any automatic renewal payments for Agency Users (Agency will provide Company with a list of email address endings that apply to Agency Users) and notify Agency when such deactivation is implemented.
- L. ***Assignment:*** Neither party may assign its obligations under the Amended TOS to any third party without prior written consent of the other; provided however,

Company or its subsidiaries may assign the Amended TOS to a subsidiary or parent without written consent from the Agency provided that the successor assumes Company's obligations under the Amended TOS.

- M. **Termination rights:** Agency may close Agency user accounts and terminate this Amendment at any time. Company may close Agency user accounts and terminate this Amendment on 30 days written notice.
- N. **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 user tools, Agency shall request and Company will make commercially reasonable efforts to terminate that Agency User account's rights and access to Company's tools. 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. The Agency shall notify Anthropic if they become aware of any unauthorized access to or use of an account or access credentials to the extent permitted by law.
- O. **Privacy and Acceptable Use:** Agency acknowledges that the Acceptable Use Policy, available at <https://www.anthropic.com/legal/aup> (current version dated June 13, 2024) and Privacy Policy, available at <https://anthropic.com/legal/privacy> (current version dated June 13, 2024) shall apply.
- P. **Provision of Data and Privacy Safeguards:** Agency Users are subject to policies and rules of behavior for use that prohibit the input of certain data into the Company Services. Accordingly, 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, except where prohibited by applicable privacy laws. Data may be provided in a commonly used file or database format as Company deems appropriate.
- Q. **Posting and availability of this Amendment:** Any provision of the TOS requiring

modifications of its terms to be posted on Company's Site is inapplicable since the Amended TOS is of limited, not general application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and either Party may release it with mutual consent of both Parties and pursuant to applicable law to the public upon request and to other agencies interested in using the Services.

- R. **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 II Type I audit certification (or equivalent or superior) will be conducted annually, and Company agrees to provide Agency with the current SOC II Type I audit certification (or equivalent or superior) upon the Agency's request. Recognizing the changing nature of the Web, Company will continuously work with users to ensure that its Site and Services meet users' requirements for the security of systems and data. Company agrees to discuss implementing additional security controls as deemed necessary by Agency to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq., and any amendments thereto.
- S. **Federal Records:** Agency acknowledges that use of Company's Site and Services may require management of Federal records. Agency and user-generated content may meet the definition of Federal records as determined by the agency. For clarity, any Federal Records-related obligations are Agency's, not Company's. Company will work with Agency in good faith to ensure that Company's record management and data storage processes meet or exceed the thresholds required for Agency's compliance with applicable records management laws and regulations.
- T. **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 Amended TOS are inapplicable to Agency Users unless agreed to by both parties by a modification to this Amendment. The Agency

acknowledges and agrees that if the parties cannot come to a prompt agreement on an implementation of such material changes, Company may terminate Agency user access. A material change is defined as: (a) Terms that change Agency rights or obligations; (b) Terms that make previously free services paid or increase Agency prices; (c) Terms that decrease overall level of service; or (d) Terms that limit any other Agency right addressed elsewhere in the Amended TOS. Company will use commercially reasonable efforts to grant Agency at least fourteen days advance notice of any material change to the Amended TOS. Company shall send this notice to the Agency at the following email addresses: CfA@state.gov. The Agency shall notify Company of any change in the notification email addresses during the life of the Amended TOS.

U. ***Point of Contact (Email Address):***

- a. CfA@state.gov
- b. notices@anthropic.com

V. ***Precedence; Further Amendments:*** This Amendment shall prevail in any conflict between the TOS, as may be amended by Company from time to time, or other terms, rules or policies on the Company Site or related to its Services. This Amendment constitutes an amendment to the TOS and together constitute the Amended TOS as defined above; 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 changes to the Amended TOS must be agreed to by both Parties to be effective as to Agency Users in accordance with Section U.

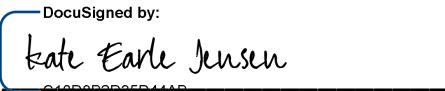
Approvals

Giorleny D
Altamirano Rayo

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Giorleny Altamirano Rayo
Chief Data Scientist and Responsible AI Official
U.S. Department of State

Date

DocuSigned by:

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Kate Earle Jensen
Head of Sales
Anthropic, PBC

6/18/2024

Date