

**ANTHROPIC BEDROCK AI SERVICES
AGREEMENT** last modified: October 3, 2023

This Anthropic Bedrock AI Services Agreement (together with any documents incorporated by reference, this “**Agreement**”) is made between Anthropic, PBC (“**Anthropic**”) and you (“**Customer**”). This Agreement governs Customer’s access to and use of the Anthropic Offerings (defined below). This Agreement is effective on the earlier of the date that Customer first electronically consents to a version of this Agreement and the date that Customer first accesses or uses the Anthropic Offerings (“**Effective Date**”) and remains in effect until it terminates as provided in this Agreement. Anthropic and Customer are each referred to as a “**Party**” and collectively as the “**Parties**.”

A. AI Services

1. **AI Services.** Anthropic provides software—which for purposes of this Agreement is hosted and managed by Amazon Web Services, Inc. or its affiliates (collectively, “**AWS**”)—that allows submission of text, documents, or other materials (each such submission, a “**Prompt**”), and receipt of results generated by artificial intelligence (“**AI**”, and each such AI-generated result, an “**Output**”), including via an application programming interface (“**API**” and such software, “**AI Services**”). Anthropic may also provide documentation and other materials for use with the AI Services and API (“**Documentation**”). The API, AI Services, and Documentation are referred to collectively as the “**Anthropic Offerings**.” AI Services may be integrated into Customer’s application or software environments (“**Customer Platform**”) through the API, allowing Customer, or Customer’s customers or other end users (“**Users**”), to submit Prompts and receive Outputs.
2. **Support Services and Updates to Anthropic Offerings.** Anthropic may, but is not obligated under this Agreement to, provide email, phone, chat, or in person support services for your use of AI Services (collectively, “**Support Services**”). We may update or revise the Anthropic Offerings at any time. For the avoidance of doubt, the Support Services are not part of the AI Services.

B. Customer’s Use of AI Services

1. **Customer’s Responsibilities.** Customer is responsible for integrating the AI Services into the Customer Platform as permitted by Section A.1. Anthropic is not responsible or liable for any failure of such integration or of the Customer Platform. Customer is responsible for use of and payment for AI Services associated with Customer’s AWS account.
2. **Credentials.** Customer is responsible for securing its unique access credentials for accessing the Anthropic Offerings (“**Credentials**”) and may not share them with third parties (other than its affiliates and third parties authorized by Customer who access the Anthropic Offerings on Customer’s behalf). Customer will provide prompt Notice (defined below) to Anthropic if Customer believes that its Credentials have been compromised.
3. **Notice to Users.** Customer will provide appropriate notice to Users, in the context of its Customer Platform, sufficient for such Users to understand the following limitations of the AI Services:

- (a) Users should not rely on factual assertions in Outputs without independently checking their accuracy. Outputs that appear accurate because of their detail or specificity may still contain material inaccuracies.
 - (b) AI Services may not dynamically retrieve information and Outputs may not account for events or changes to underlying facts occurring after the AI model was trained.
- 4. **Acceptable Use Policy.** Customer will only use the Anthropic Offerings in compliance with applicable law and this Agreement, including the [Acceptable Use Policy](#) (“AUP”), which is incorporated by reference as part of this Agreement. Customer will exercise reasonable efforts to prevent any use of AI Services through the Customer Platform that does not comply with the AUP.
- 5. **AWS Agreement, Policies, and Services.** Customer will only use the Anthropic Offerings in compliance with the agreement between Customer and AWS applicable to Customer’s use of the Anthropic Offerings (“**AWS Agreement**”) and any policies of AWS applicable to Customer’s use of the Anthropic Offerings, including any policies of AWS incorporated by reference into the AWS Agreement (“**AWS Policies**”). Customer will exercise reasonable efforts to prevent any use of AI Services through the Customer Platform that does not comply with the AWS Agreement and AWS Policies. Customer acknowledges and agrees that any services it receives from AWS are outside of the scope of this Agreement and that Anthropic bears no responsibility for such services.
- 6. **Privacy.** Customer is solely responsible (a) for ensuring that any personal data or personally identifiable information (collectively “**PII**”) submitted to the AI Services, whether by inclusion in Prompts or otherwise, is obtained in compliance with applicable law, including privacy laws; (b) for acquiring acknowledgement of the appropriate agreements and an adequate privacy policy that are consistent with this Agreement and applicable law, including privacy laws; and (c) for managing collection and use of PII with the AI Services in compliance with, and as prescribed in, the AUP, the AWS Agreement, and all AWS Policies.

C. Suspension of Anthropic Offerings

- 1. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Anthropic may require that AWS suspend Customer’s access to any portion or all of the Anthropic Offerings if: (a) Anthropic reasonably suspects or determines that (i) there is a threat or attack on any of the Anthropic Offerings; (ii) Customer is using the Anthropic Offerings in a manner that disrupts or poses a security risk to such of the Anthropic Offerings or to any other user of the Anthropic Offerings or any customer or vendor of Anthropic, for fraudulent or illegal activities, or in a manner that violates Sections B.3, B.4, B.5, B.6, or E.1; or (iii) Anthropic’s provision of the Anthropic Offerings to Customer is prohibited by applicable law; or (b) AWS or any vendor of Anthropic or AWS has suspended or terminated Anthropic’s or AWS’s access to or use of any third-party services or products required to enable Customer to access the Anthropic Offerings (any such suspension required by Anthropic as described in clause (a) or (b), a “**Service Suspension**”).
- 2. **Notice.** Anthropic will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer. Where a Service Suspension occurs under Section C.1(b), Anthropic will also provide reasonable updates regarding resumption of access to the Anthropic Offerings following any Service Suspension.

3. **Resumption of Anthropic Offerings.** Anthropic will use commercially reasonable efforts to request that AWS resume providing access to the Anthropic Offerings as soon as reasonably possible after the event giving rise to the Service Suspension is cured, where curable. Anthropic will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur because of a Service Suspension.

D. Ownership of Prompts and Outputs. Anthropic makes no claim to ownership of Prompts or Outputs.

E. Security; Trust and Safety.

1. **Security, Trust, and Safety Obligations.** Customer will implement, maintain, and periodically review:
 - (a) Appropriate, but no less than commercially reasonable, security controls to ensure that only authorized Users have access to the Anthropic Offerings through the Customer Platform and that unauthorized third parties cannot access Anthropic Offerings or Customer's Credentials;
 - (b) Technical, physical, and administrative security controls that are no less rigorous than accepted industry standards given the nature of Customer's business; and
 - (c) Commercially reasonable policies and procedures to ensure the ethical and responsible use of the AI technology provided through the Anthropic Offerings, including use of classifiers, human review, and/or other industry standard monitoring practices to detect and mitigate any use of such AI technology that (i) is harmful; (ii) infringes, misappropriates, or otherwise violates the intellectual property rights of any third party; or (iii) violates this Agreement, including the AUP.
2. **Breach of Systems or AI Services.** Customer must immediately notify Anthropic if Customer believes that Credentials have been compromised, that third parties or malicious actors have compromised Anthropic's or AWS's systems or the AI Services, or where Customer believes that the Customer Platform or the AI Services are being subjected to a malicious automated load or distributed denial of service (DDoS) attack.
3. **Breach of Confidential Information.** Each Party will promptly notify the other Party if it knows or suspects a breach of the other Party's Confidential Information (defined below) has occurred and will cooperate with the other Party to mitigate risk of loss.

F. Confidentiality

1. **Confidential Information.** The Parties may share information that is identified as confidential, proprietary, or similar, or that is provided in a manner that a reasonable person would know that it is confidential or proprietary ("**Confidential Information**"). Confidential Information includes AI Service details, scope, and pricing included in this Agreement for Anthropic, and the non-public business or technology plans or strategies of either Party. Designation of information as Confidential Information does not grant, limit, or confirm intellectual property rights, except as may be applicable to trade secrets.

2. **Obligations of Parties.** The receiving Party ("**Recipient**") may only use the Confidential Information of the disclosing Party ("**Discloser**") in furtherance of their obligations owed under this Agreement. The Recipient may only share the Discloser's Confidential Information to Recipient's employees, agents, and advisors that have a need to know such Confidential Information to perform their work and who are bound to obligations of confidentiality at least as protective as those provided in this Agreement ("**Representatives**"). The Recipient will protect the Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own Confidential Information and with no less than reasonable care. The Recipient is responsible for all acts and omissions of its Representatives. The Recipient will promptly notify the Discloser if it suspects or knows that the Discloser's Confidential Information was breached and agrees to cooperate to mitigate further risks of loss or misuse.
3. **Exclusions.** The Recipient's obligations with respect to Confidential Information do not apply if the Recipient demonstrates that the Discloser's Confidential Information was (a) already known to the Recipient at the time of disclosure by the Discloser, (b) disclosed to the Recipient by a third party without a duty of confidentiality, (c) publicly available through no fault of the Recipient, or (d) independently developed by the Recipient without use of or access to the Discloser's Confidential Information. The Recipient may disclose the Discloser's Confidential Information to the extent it is required by law, or court or administrative order but will, except where expressly prohibited, notify the Discloser of the required disclosure promptly and fully cooperates with the Discloser.
4. **Destruction Request.** Recipient will destroy the Discloser's Confidential Information promptly upon request, except as may be copied into Recipient's automated back-up systems, which such copies will remain subject to these obligations of confidentiality as long as they are maintained.
5. **Publicity.** Before either Party publishes any press release or other public announcement of Customer's use of Anthropic Offerings, the Parties must confer and jointly coordinate such announcements.

G. Intellectual Property and Restrictions on Access. This Agreement does not grant Customer any intellectual property license or right in or to the Anthropic Offerings or any of their components except: (a) to the minimum extent that such a license is necessary to use the Anthropic Offerings as specifically authorized in this Agreement; and (b) Anthropic grants Customer a limited license, during the Term (as defined below), to reproduce the Documentation to the extent necessary to facilitate Customer's use of the AI Services as permitted by this Agreement. Customer recognizes that the Anthropic Offerings and their components are protected by copyright and other laws. Customer will not: (i) access or use the AI Services to build a competing product or service, including to train competing AI models; (ii) attempt to reverse engineer the AI Services or, except pursuant to the Documentation license provided in this Agreement, duplicate them; or (iii) support any third party's attempt at any of the conduct restricted in this sentence. Customer must acquire any intellectual property or other rights needed to submit Prompts to the AI Services.

H. Payment. Customer will pay all applicable fees and taxes related to use of the AI Services to AWS.

I. Term and Termination

1. **Term and Termination.** This Agreement starts as of the Effective Date and, unless terminated earlier as set forth in this Agreement, continues until such time as AWS otherwise ceases to make the AI Services available to Customer as a service managed by AWS (the “**Term**”).
2. **Termination for Breach.** Either Party may terminate this Agreement for the other Party’s material breach by providing notice detailing the nature of the breach. Unless stated otherwise, termination is effective (a) 15 days after such notice unless the other Party first cures the breach or (b) immediately if the breach is not subject to cure.
3. **Effect of Termination.** Upon termination, (a) Customer may no longer access the Anthropic Offerings or use the AI Services; and (b) Parties agree to destroy any Confidential Information of the other Party and certify destruction in writing, as requested. The following provisions will survive termination or expiration of this Agreement: (a) Sections B.6 (Privacy), E.3 (Breach of Confidential Information), F (Confidentiality), G (Intellectual Property and Restrictions on Access), I.3 (Effect of Termination), J (Arbitration), K (Warranties and Limits on Liability), L (Indemnification), and N (Miscellaneous); (b) any provision that must survive to fulfill its essential purpose.

J. Arbitration. BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE. **PLEASE READ THIS SECTION CAREFULLY.**

1. **Disputes.** To expedite and control the cost of disputes, the Parties agree that any legal or equitable claim, dispute, or action arising from or related to your use of the Anthropic Offerings or this Agreement (“**Dispute**”) will be resolved as follows to the fullest extent permitted by applicable law through binding arbitration. Subject to Section N.7 (Equitable Relief), this applies to all Disputes, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, even if the Dispute arises after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT YOU AND ANTHROPIC ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW.
2. **Notice of Dispute.** In the event of a Dispute, you or Anthropic must give the other a written statement that sets forth (a) the name, address, and contact information of the Party giving it and (b) the facts giving rise to the Dispute and a proposed solution (“**Notice of Dispute**”). You must send any Notice of Dispute to Anthropic by first class U.S. Mail at 548 Market Street, PMB 90375, San Francisco, CA 94104-5401, with an electronic copy to notices@anthropic.com. Anthropic will send any Notice of Dispute to you by first class U.S. Mail to your address if Anthropic has it or otherwise to your email address. You and Anthropic will attempt to resolve any Dispute through informal negotiation within 45 days from the date the Notice of Dispute is sent. After 45 days, you or Anthropic may commence arbitration. An arbitrator will decide any disputes over whether this subsection has been violated and has the power to enjoin the filing or prosecution of arbitrations. Unless prohibited by applicable law, the arbitrator will not administer any arbitration unless the requirements of this subsection have been met.

3. **Mediation, Binding Arbitration, and Governing Law.** You and Anthropic will endeavor to settle any Dispute by mediation under the Mediation Rules of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"). Except as otherwise provided in this section, any mediation or arbitration will take place in San Francisco, California. Any Dispute which has not been resolved by mediation as provided herein within 30 days after appointment of a mediator or such timeframe as you or Anthropic may otherwise agree, will be finally resolved by binding arbitration.

You are giving up the right to litigate or participate as a party or class member in all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitrator will decide all issues pertaining to arbitrability, including their own jurisdictional validity and enforceability of the Agreement (e.g., unconscionability). For the avoidance of doubt, this is not meant to reduce any powers granted to the arbitrator under the applicable JAMS rules. Any court with jurisdiction over the Parties may enforce the arbitrator's award.

4. **Class Action Waiver.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND ANTHROPIC AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND NEITHER YOU NOR ANTHROPIC WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.
5. **Arbitration Procedures.** Any arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**") in effect at the time the Dispute is filed. You may request a telephonic or in-person hearing by following the JAMS Rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. To the extent the forum provided by JAMS is unavailable, Anthropic and you agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service will apply the JAMS Rules. Subject to the limitations of liability contained herein, the arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.
6. **Arbitration Fees.** Whoever files the arbitration will pay the initial filing fee. If Anthropic files, then Anthropic will pay; if you file, then you will pay unless you get a fee waiver under the applicable arbitration rules. Each Party will bear the expense of that Party's attorneys, experts, and witnesses, and other expenses, regardless of which Party prevails, but a Party may recover any or all expenses (including attorney's fees) from another Party if the arbitrator, applying applicable law, so determines.
7. **Filing Period.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY DISPUTE UNDER THESE TERMS MUST BE FILED WITHIN ONE YEAR. This one-year period begins on the earliest date when any of the events giving rise to the Dispute first occurs. If a claim is not submitted within one year, it is permanently barred. This period can only be extended by the written consent of both Parties. No statutes or

provisions of law that would toll or otherwise affect the time in which a party may bring a claim will operate to extend the period limited in this section, and any such statutes and provisions are hereby waived, to the fullest extent permissible under applicable law.

8. **Enforceability.** If the waiver of class actions above is found unenforceable, or this entire section is found unenforceable, then this entire section will be null and void. If that happens, you and Anthropic agree that the section below on exclusive jurisdiction and governing law will govern any Dispute.
9. **Third Party Beneficiaries. ALL ANTHROPIC AFFILIATES ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE ARBITRATION CLAUSES IN THIS SECTION.** Except as stated in this Section J.9, nothing in this Agreement is intended to convey any rights to any person or entity other than the Parties or their permitted successors or assignees.

K. Warranties and Limits on Liability

1. **Warranties.** Each Party represents and warrants that (a) it is authorized to enter this Agreement; and (b) entering and performing this Agreement will not violate any of its corporate rules. Customer further represents and warrants that it has all rights and permissions required to submit Prompts to the AI Services.
2. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE ANTHROPIC OFFERINGS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. ANTHROPIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING THE ANTHROPIC OFFERINGS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ANTHROPIC DOES NOT WARRANT THAT THE ANTHROPIC OFFERINGS ARE ACCURATE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.
3. **Limits of Liability.** Anthropic, its affiliates, and licensors are not liable for consequential, incidental, special, indirect, or exemplary damages arising out of or related to this Agreement, including lost profits, business, contracts, revenue, goodwill, production, anticipated savings, or data, and costs of procurement of substitute goods or services. Except regarding breaches of Section J (Arbitration) or obligations owed under Section L (Indemnification), in no event will Anthropic be liable for any damages arising out of or related to this Agreement in excess of the greater of Fees actually paid to Anthropic in the year before the event giving rise to the liability or \$10,000.

THE LIMITATIONS OF LIABILITY IN THIS SECTION K.3 APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) TO LIABILITY FOR NEGLIGENCE; (C) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (D) EVEN IF THE BREACHING PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE;

AND (E) EVEN IF THE INJURED PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Notwithstanding the foregoing, the limits of liability in this Section K.3 do not apply to Customer's breach of its obligations to pay Fees and Taxes or its infringement of intellectual property rights.

The Parties agree that they have entered into this Agreement in reliance on the terms of this Section K.3, and those terms form an essential basis of the bargain between the Parties.

L. Indemnification

1. **Claims Against Customer.** Anthropic will indemnify and defend Customer and its personnel, successors, and assigns from and against any Customer Claim (as defined below) and either settle such Customer Claim at its expense or pay any judgment a court of competent jurisdiction grants a third party on such Customer Claim.

"Customer Claim" means a third-party claim, suit, or proceeding alleging that Customer's authorized use of the AI Services as hosted by AWS violates third-party patent, trade secret, or copyright rights; provided that Customer Claims exclude, and Anthropic's obligations above do not apply to, any claim, suit, or proceeding arising out of, related to, or alleging (a) infringement resulting from or relating to use of Prompts or Outputs; (b) infringement resulting from or relating to information or materials used to train AI Services; (c) Customer's breach of this Agreement, including its use of the AI Services outside the restrictions herein; (d) Anthropic's modification of the AI Services or Documentation in compliance with Customer requests; or (e) infringement based on the combination of the Customer Platform with AI Services where the Customer Claim would not exist but for such combination.

If Customer seeks action under this Section L.1, it will promptly notify Anthropic of the Customer Claim and will reasonably cooperate in the defense. Anthropic will control the defense of any such Customer Claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise of that Customer Claim, except that Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to an ongoing affirmative obligation. Anthropic's obligations in this Section L.1 will be excused if either of the following materially prejudices the defense: (a) Customer's failure to provide prompt notice of the Customer Claim; or (b) Customer's or its associate's failure to reasonably cooperate in the defense.

2. **Claims Against Anthropic.** Customer will indemnify and defend Anthropic and its personnel, successors, and assigns from and against any Anthropic Claim (as defined below) and either settle such Anthropic Claim at its expense or pay any judgment a court of competent jurisdiction grants a third party on such Anthropic Claim.

"Anthropic Claim" means any third-party claim, suit, or proceeding arising out of or related to Customer's use of the Anthropic Offerings, including (a) use of Prompts or Outputs or (b) Customer's breach of this Agreement or violation of applicable law, on the condition that Anthropic Claims exclude Customer Claims.

If Anthropic seeks action under this Section L.2, it will promptly notify Customer of the Anthropic Claim and will reasonably cooperate in the defense. Anthropic will retain the right to control the defense of any such Anthropic Claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise of that Anthropic Claim. Customer's obligations in this Section L.2 will be excused if either of the following materially prejudices the defense: (a) Anthropic's failure to provide prompt notice of the Anthropic Claim; or (b) Anthropic's or its associates' failure reasonably to cooperate in the defense.

M. Notices. All notices, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties. Except for demands to arbitrate or where equitable relief is sought as permitted in this Agreement, any Notices provided under this Agreement may be delivered electronically to the contact identified in Customer's AWS account if for Customer, and to notices@anthropic.com if to Anthropic. Notices demanding arbitration or seeking equitable relief must be sent by a nationally recognized overnight courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with all requirements of this Section M.

N. Miscellaneous

1. **Amendment and Modification.** Anthropic may update this Agreement, including the AUP, at any time, to be effective 30 days after they are posted by AWS or you otherwise receive Notice; provided that updates made in response to changes to law or regulation take effect immediately upon posting or Notice. Changes will not apply retroactively. Except as otherwise set out in this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing and signed and authorized by both Parties; and no waiver of rights by a Party is effective unless explicitly set forth in writing and signed by the waiving Party. Notwithstanding the foregoing, Failure to exercise or delay in exercising any rights or remedies arising from this Agreement does not and will not be construed as a waiver; and no single or partial exercise of any right or remedy will preclude future exercise of such right or remedy.
2. **Assignment and Delegation.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, except that Anthropic may assign its rights and delegate its obligations as part of a sale of all or substantially all its business. Except as permitted above, any purported assignment or delegation is null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder; this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
3. **Severability.** If a provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto will negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible.

4. **Interpretation.** This Agreement will be construed mutually with neither Party considered the drafter. If there is a conflict between the documents comprising the understanding of the Parties, this Agreement will control, and then the other documents (in all cases, as amended). Document titles and section headers are provided for convenience and will not be interpreted. Defined terms may be used in singular or plural forms (such as Prompt or Prompts) or using possessive pronouns such as (you or your). Use of the phrases “for example” or “including” will not be read to limit the general statements provided but are provided as examples. Use of “or” is not limiting and may mean either one or the other or all options.
5. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. All suits, actions, or proceedings arising out of or related to this Agreement that cannot be arbitrated pursuant to Section J (Arbitration) will be instituted exclusively in the federal and state courts located in San Francisco, California. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
6. **Export and Sanctions.** Customer may not export or provide access to Anthropic Offerings or Beta Services to persons or entities, or into countries where it is prohibited under law. Without limiting the foregoing, this restriction applies to countries where export from the US or into such country would be illegal without first obtaining the appropriate license; and to persons, entities, or countries covered by U.S. sanctions.
7. **Equitable Relief.** The Parties agree that (a) no adequate remedy exists at law if either Party breaches Section J (Arbitration) or if Customer breaches Section G (Intellectual Property & Restrictions on Access); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm; and (c) a grant of injunctive relief provides the best remedy for any such breach. Each Party waives any opposition to such injunctive relief, as well as any demand that the injured party prove actual damage or post a bond or other security. Such injunctive remedies are in addition to other remedies that may be available at law, in equity, or otherwise. This Section N.7 does not limit either party's rights to injunctive relief related to breaches not listed.
8. **Force Majeure.** Neither Party is liable to the other Party or deemed to have breached this Agreement for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including acts of nature, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
9. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the provision and use of the Anthropic Offerings and supersedes all prior and contemporaneous understandings and agreements of the Parties regarding the Anthropic Offerings. In the event of inconsistencies between this Agreement and incorporated documents, this Agreement supersedes. This Agreement may be executed in counterparts, each deemed an original, but all together are deemed to be this Agreement.