

Electronic Record of Contracts

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ANTHROPIC

Summary of Contracts

This document contains the following contracts.

Title	Version	ID
AI Services Agreement	2.2	64504fe5943afb37328e3c73

Contract accepted by:

8632dd31-68f0-4896-b867-7a4bddbc7de3	Signer ID:	8632dd31-68f0-4896-b867-7a4bddbc7de3
	Email:	daniel@relevanceai.com
Date / Time:	Jul 24, 2023 at 12:12 AM PDT	
IP Address:	162.235.42.106	
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/112.0.0.0 Safari/537.36	

Metadata provided with the acceptance:

email	daniel@relevanceai.com
CounterPartyOrganizationName	Relevance AI
CounterPartySignerName	Daniel Vassilev
CounterPartySignerTitle	Founder
BillingEmail	daniel@relevanceai.com
CounterPartyAddress	{"line1":"L6 320 Pitt St","line2":null,"city":"Sydney","country":"AU","postal_code":"2000","state":"NSW"}
CounterPartyTaxID	33637909409

ANTHROPIC SERVICES AGREEMENT

This agreement is made between Anthropic, PBC, ("**Anthropic**" or "**we**") and the person or entity on whose behalf this Agreement is executed ("**Customer**" or "**you**"). Anthropic and Customer are each a "**Party**" and collectively the "**Parties**." This Agreement governs Anthropic's provision and your use of artificial intelligence (AI) services.

The "**Agreement**" consists of this Anthropic Services Agreement and any documents incorporated by reference, including the [Acceptable Use Policy](#) ("**AUP**"). The Agreement is effective the date you first electronically consent to a version of this Agreement or the date you first use the services described within ("**Effective Date**"), whichever is earlier. The Agreement remains in effect until you or we terminate it.

If the person accepting this Agreement ("**Authorized Signer**") is doing so on behalf of a legal entity, they represent that they are authorized to bind the Customer and are authorized to act on its behalf.

If you are under the age of 18, you may only use our services if your parent or legal guardian consents to this Agreement on your behalf.

A. AI Services

1. **Overview.** Anthropic provides software that allows submission of text, documents, or other materials, and receipt of AI-generated results, ("**AI Services**") via various interfaces including an API (application programming interface) and web portals provided by Anthropic ("**Anthropic Interfaces**"). AI Services may be available through third-party APIs or applications ("**Third-Party Interfaces**"). "**Interfaces**" without a modifier refers to both Anthropic Interfaces and Third-Party Interfaces. We may make different AI Services available through various Interfaces with different fees associated with for each.

A "**Prompt**" is a submission to the AI Services, and an "**Output**" is an AI-generated response to a Prompt.

We may provide professional services, including support or advisory services that are described below, and we may provide documentation and other materials for use with the AI Services or Interfaces used to access AI Services ("**Documentation**").

"**Anthropic Offerings**" refers collectively to the AI Services, professional services, Anthropic Interfaces, Documentation, and all consoles, or materials provided by Anthropic under this Agreement.

We may update or revise the Anthropic Offerings at any time.

2. **Use in Customer Platform.** AI Services may be integrated into your application or software environments ("**Customer Platform**") through Interfaces allowing you or your customers ("**Users**") to submit Prompts and receive Outputs.

3. **Additional Services.** AI Services may be customized, may require integration of third-party services or data, or be customized for use with Third-Party Interfaces ("**Additional Services**"). Additional Services provided will be governed by separate terms or agreements.

4. **Beta Services.** We may offer some hosted software services, data, or documentation to you that is designated beta, pre-release, or similar description, or that is provided in a test environment ("**Beta Services**"). Beta Services allow us to test new features and functionality but may be feature-incomplete, inaccurate, unreliable, or buggy. Where Beta Services are provided, it is on an as-is and as-available basis—use is solely at your own risk. We are not responsible for use or reliance on Beta Services. We may limit or terminate access to Beta Services at any time and for any reason.

5. **Professional Services and Support.** From time to time, we may provide you access to professionals with relevant expertise in integration or use of AI Services, for a fee ("**Advisory Services**"). The scope and fees for any Advisory Services provided by Anthropic shall be designated in the Fee Page or a separate agreement.

Support is available at support@anthropic.com. Email responses will be provided as received and prioritized by our team.

Advisory Services, support services, and any other professional services Anthropic may provide are not AI Services.

B. Your Use of AI Services

1. **Credentials and Customer ID** You can access and use Anthropic Offerings, managing your Customer ID (defined below), and accessing the console using unique credentials ("**Credentials**"), including usernames and passwords. You are responsible for securing your Credentials and may not share them with third parties. You agree to notify us promptly if you believe your Credentials have been compromised.

When accessing AI Services via API, you will receive a unique customer identifier for each AI Service ("**Customer ID**"). You will be billed for all use of AI Services using your Customer ID and are responsible for Fees (defined below) associated with use of your Customer ID.

2. **Customer's Responsibilities.** You are solely responsible for integrating Interfaces into the Customer Platform, if applicable. Anthropic disclaims responsibility and liability for issues caused by integration or use of the Customer Platform. You may only use the AI Services in the [countries and regions we currently support](#).

3. **Notice to Users.** You shall provide appropriate notice to Users through your Customer Platform that is sufficient for them to understand the following limitations of AI Services:

- a. Users should not rely on factual assertions in Outputs without independently fact checking their accuracy. Outputs that appear accurate because of their detail or specificity may still contain material inaccuracies.
- b. AI Services may not access the most current or complete information. Outputs may not account for events or changes to underlying facts occurring after the AI model was trained.

4. **Acceptable Use.** Your use of Anthropic Offerings shall comply with this Agreement, including the [Acceptable Use Policy](#) ("**AUP**") and applicable law. You shall exercise reasonable efforts to prevent use of AI Services through the Customer Platform that does not comply with the AUP. We may suspend or terminate access to Anthropic Offerings if we suspect that you or your Users are using Anthropic Offerings contrary to these requirements.

5. **Privacy.** You are solely responsible for ensuring that personal data or personally identifiable information (collectively "**PII**") submitted to AI Services is obtained in compliance with applicable law, including privacy laws; for acquiring appropriate consent and, if applicable, acceptance of an adequate privacy policy that is consistent with this Agreement and applicable privacy laws; and for managing collection and use of PII with the AI Services as prescribed in the AUP.

C. Anthropic's Use of Data

1. **Provision of AI Services.** We do not claim ownership of Prompts or Outputs. We use Prompts to provide Outputs through the AI Services, and reserve rights to utilize Prompts and Outputs to provide AI Services and support to you, as may be required by law, and as permitted under this Agreement, including enforcing the AUP.

2. **Privacy; Protection of PII.** AI Services use data passed through Interfaces, including Customer IDs and Prompts, to provide Outputs. The AI Services do not collect PII from Users other than what you or Users provide through the Customer Platform. PII submitted to the Services in compliance with this Agreement is subject to and governed by the terms of the Anthropic Data Protection Agreement ("**DPA**").

3. **Additional Limitations on Our Use of Data.** Except where you provide express consent, as required by law, or as necessary to combat malicious uses of AI Services, Anthropic shall:

- a. Delete all Prompts and Outputs within 30 days of submission unless Customer and Anthropic agree to a different retention timeline in writing;
- b. Not share Prompts or Outputs with third parties for any purpose; and
- c. Not customize or train our models on Prompts or Outputs.

Anthropic may perform statistical analysis of aggregated Prompts and Outputs to improve our AI Services. For example, we may measure the number of characters in Prompts or Outputs or the response times to improve AI Services.

- D. **Security.** You shall implement appropriate security controls to ensure that only authorized Users have access to the AI Services through the Customer Platform and that unauthorized third parties cannot access AI Services or your Credentials.

You must immediately notify us if you believe that Credentials have been compromised, that third parties or malicious actors have compromised our systems or AI Services, or where you believe the Customer Platform or our AI Services are being subjected to a malicious automated load or distributed denial of service (DDoS) attack.

- E. **Publicity.** If accepting this Agreement on behalf of a legal entity, you may only mention your use of Anthropic Offerings through any press release or other public announcement with our prior written consent.

- F. **Intellectual Property and Restrictions on Access.** This Agreement does not grant you any intellectual property license or right to the Anthropic Offerings or their components, except to the minimum extent necessary to use the Anthropic Offerings as specifically authorized in this Agreement during the Term. You recognize that the Anthropic Offerings and its components are protected by copyright and other laws.

You shall not (a) access the AI Services to build a competing product or service, including to train AI models; (b) attempt to reverse engineer the AI Services or duplicate them; or (c) support any third party's attempt at any of the conduct restricted in this sentence.

You shall acquire any intellectual property or other rights needed to submit Prompts to the AI Services.

G. **Fees and Taxes**

1. **Payment of Fees.** You shall promptly pay all fees related to use of the Anthropic Offerings ("**Fees**"), including fees associated with the use of AI Services using your Credentials, Additional Services or Beta Services, or professional services fees specified in the Fee Page. Fees for AI Services are calculated as set forth in the pricing section of the Anthropic console or as otherwise provided on Anthropic's website for the specific AI Services you are using ("**Fee Page**").

2. **Taxes.** Except as may be specified in an invoice provided to you, Fees do not include any taxes, duties, or assessments that may be owed by you for use of the Anthropic Offerings ("**Taxes**"). We will endeavor to include Taxes if applicable but it is ultimately your responsibility to ensure that Taxes owed and attributable to you for use of the Anthropic Offerings are paid appropriately.

3. **Billing.** You will be billed monthly for Fees and applicable Taxes. Failure to pay all amounts owed when due may result in suspension or termination of your access to Anthropic Offerings. Anthropic reserves any other rights of collection it may have. You agree to provide prompt notice to us if you believe amounts billed to you are inaccurate and to pay any undisputed fees when due. You agree to work diligently to resolve any disputed amounts owed promptly.

H. Term and Termination

1. **Term and Termination.** This Agreement starts as of the Effective Date and renews annually on the anniversary of the Effective Date until terminated by either Party ("**Term**"). Either Party may give notice of non-renewal of the Agreement provided it is given at least 60 days prior to the next anniversary of the Effective Date. Where such notice is provided, the Agreement will terminate on midnight (Pacific Time) of the anniversary of the Effective Date unless otherwise permitted.

2. **Termination for Breach.** Either Party may terminate this Agreement for the other'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 breaching party first cures the breach or (b) immediately if the breach is not curable.

3. **Effect of Termination.** Upon termination, you may no longer access the Anthropic Offerings or use the AI Services. Except where such Outputs are the subject of a dispute between the Parties or are used in violation of Section F, Customer and Users may continue to use Outputs that were generated prior to termination of this Agreement.

The following provisions shall survive termination or expiration of this Agreement: (a) Sections A.1 (AI Services), A.3 (Additional Services), A.4 (Beta Services), B.5 (Privacy), E (Publicity), F (Intellectual Property and Restrictions on Access), H.3 (Effect of Termination), I (Arbitration), J (Warranties and Limits on Liability), K (Third-Party Claims), and M (Miscellaneous); (b) any provision that must survive to fulfill its essential purpose.

I. 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, action, or proceeding 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 L.8 (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. **Opt Out of Arbitration.** If you are an individual and not executing this Agreement on behalf of legal entity, you can opt out of (a) the arbitration within 30 days of the Effective Date and (b) any future revisions to the arbitration provision within 30 days of receiving notice of the updated arbitration provision, in which case the prior version of the arbitration provision will apply. To opt out, you must send your name, residence address, Customer ID, email or phone number that you use to access Anthropic Offerings, and a clear statement that you want to opt out to notices@anthropic.com.

3. **Notice of Dispute.** In the event of a Dispute, you or Anthropic must give the other a written statement that sets forth the name, address, and contact information of the Party giving it, the facts giving rise to the Dispute and a proposed solution ("**Notice of Dispute**").

You must send any Notice of Dispute by first class U.S. Mail to Anthropic at 548 Market Street, PMB 90375, San Francisco, CA 94104-5401, with a 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.

4. 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 I, 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 time period as you or Anthropic may otherwise agree, will be finally resolved by binding arbitration as described in this section. 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.

5. 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. CLASS ACTIONS AND CLASS ARBITRATIONS ARE NOT PERMITTED. Nor may an arbitrator consolidate arbitrations unless all parties agree. If there is a final judicial determination that the limitations of this paragraph are unenforceable as to a particular claim or a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief will be decided by a court after all other claims and requests for relief are arbitrated.

6. Mass Arbitrations. If ten or more claimants submit similar Notices of Dispute or file similar arbitrations and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages using staged bellwether proceedings. You agree to do this even though the resolution of some claims might be delayed. In the first stage, the Parties will select up to five cases to be filed in arbitration and resolved by separate arbitrators. In the meantime, no other cases may be filed in arbitration. Nor may the arbitration provider accept, administer, or demand payment for fees for other arbitrations. If the remaining cases are not settled after the first stage is done, the Parties will repeat the process. These staged bellwether proceedings will continue until all cases are resolved. If this subsection applies to a Notice of Dispute, any statute of limitations applicable to the listed claims will be tolled from the time the first cases are selected for bellwether proceedings until the claimant's Notice of Dispute is selected for a bellwether proceeding or otherwise resolved. A court will have the authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations or assessment of related fees.

7. 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.

8. 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.

9. 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.

10. 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.

ALL ANTHROPIC PARTIES ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE ARBITRATION CLAUSES IN THIS SECTION.

J. Indemnity, Warranties, and Limits on Liability

1. Indemnity. You will indemnify, defend, and hold harmless Anthropic, our affiliates, and our employees or agents from and against all claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of Anthropic Offerings, Prompts and Outputs, the Customer Platform or disputes with Users, and your breach of this Agreement or violation of applicable law.

2. 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, if applicable. Customer further represents and warrants that it has all rights and permissions required to submit Prompts to the AI Services.

3. 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 WITHOUT LIMITATION 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.

4. Limits of Liability. Neither Anthropic, nor its affiliates or licensors, shall be liable for consequential, incidental, special, indirect, or exemplary damages arising out of or related to this Agreement, including without limitation 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 I (Arbitration), in no event shall either Party be liable for any damages arising out of or related to this Agreement in excess of the greater of (a) Fees actually paid to Anthropic in the 120 days before the event giving rise to the liability or (b) \$100.

THE LIMITATIONS OF LIABILITY IN THIS SECTION 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 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, and those terms form an essential basis of the bargain between the Parties.

K. **Notices.** All notices, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing. 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 Authorized Signer or to other authorized addresses provided to Anthropic, and to notices@anthropic.com if to Anthropic. 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.

L. **Miscellanea**

1. **Electronic Signature and Communications.** By accepting this Agreement and accessing Anthropic Offerings you agree to the use of electronic signatures and the receipt of electronic communications from us. Electronic signatures include executing agreements or amended terms and approving the use of and billing for additional Anthropic services.

Except where prohibited by applicable law, we may communicate with you electronically including via email, through Anthropic Offerings, or on our website.

Where requested by you and to support your use of Anthropic Offerings, we may also provide electronic communications to you via text or SMS. If you wish to stop receiving such messages, you may request it from us or respond to any such texts with "STOP."

Customers located in the U.S. further acknowledge that they are subject to the E-SIGN Act, which governs your electronic transactions when using the Anthropic Offerings.

2. **Amendment and Modification.** 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, updates to the AUP and Fee Page are effective 15 days after updating the respective websites. Except as limited in Section I.9 (Filing Period), any failure to exercise or delay in exercising any rights or remedies arising from this Agreement does not and shall not be construed as a waiver; and no single or partial exercise of any right or remedy shall preclude future exercise of such right or remedy.

3. **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 shall relieve the assigning or delegating Party of any of its obligations under this Agreement. This Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

4. **Severability.** If a provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall 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 shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible.

5. **Interpretation.** This Agreement shall be construed mutually with neither Party considered the drafter. This Agreement will control in the event of a conflict between it and any other documents exchanged between the Parties.

Document titles and section headers are provided for convenience and shall not be interpreted.

Defined terms may be used in singular or plural forms (such as Prompt or Prompts) or using possessive pronouns (such as our or your). The phrases "for example" or "including" shall 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 another or all options.

6. **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.

Subject to Section I (Arbitration), all suits, action, or proceedings arising out of or related to this Agreement shall be instituted exclusively in the federal or 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.

7. **Export and Sanctions.** Customer may not export or provide access to Services, Additional Services, or Beta Services to persons or entities, or into countries where it is prohibited under U.S. or international 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.

8. **Equitable Relief.** The Parties agree that (a) no adequate remedy exists at law if either Party breaches Section I (Arbitration) or if Customer breaches Section F (Intellectual Property and Restrictions on Access) and (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm, so a grant of injunctive relief provides the best remedy for any such breach. The Parties each waive 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 does not limit either party's rights to injunctive relief related to breaches not listed here.

9. **Integration.** 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 will supersede.

10. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

Data Processing Addendum for Anthropic Services

This Data Processing Addendum ("**DPA**") applies to Anthropic PBC, a Public Benefit Corporation ("**Anthropic**") and its processing of Personal Data in relation to the provision of Anthropic's Services to the Customer (as specified in the applicable Anthropic Services Agreement). Unless otherwise expressly stated in the Agreement, this DPA shall be effective and remain in force for the full term of the Agreement. Anthropic and the Customer each may be referred to herein as a "Party" or collectively as the "Parties."

1. DEFINITIONS

"**Customer Affiliate**" means an affiliate of Customer who is a beneficiary to the Agreement.

"**Applicable Data Protection Laws**" means all applicable laws, rules, regulations, and governmental requirements relating to the privacy, confidentiality, or security of Personal Data, as they may be amended or otherwise updated from time to time.

"**Controller**" will have the following meaning (as applicable): (a) the meaning given to "controller" under Applicable Data Protection Laws; or (b) the meaning given to "business" under Applicable Data Protection Laws.

"**Covered Data**" means Personal Data shared by Customer or a Customer Affiliate in relation to the provision of the Services.

"**Data Subject**" means a natural person whose Personal Data is part of the Covered Data.

"**Data Subject Requests**" means a request from a Data Subject to exercise their rights under Applicable Data Protection Laws.

"**GDPR**" means Regulation (EU) 2016/679.

"Personal Data" means any data or information that: (a) is linked or reasonably linkable to an identified or identifiable natural person; or (b) is otherwise "personal data," "personal information," "personally identifiable information," or similarly defined data or information under Applicable Data Protection Laws.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means. **"Process"**, **"Processes"** and **"Processed"** will be interpreted accordingly.

"Processor" will have the following meaning (as applicable): (a) the meaning given to "processor" under Applicable Data Protection Laws; or (b) the meaning given to "service provider" under Applicable Data Protection Laws.

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to (including unauthorized internal access to), Covered Data.

"Services" means the services to be provided by Anthropic pursuant to the Agreement.

"Standard Contractual Clauses" or **"SCCs"** means Module Two (controller to processor) and/or Module Three (processor to processor) of the Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914.

"Sub-processor" means an entity appointed by Anthropic, as a Processor, to Process Covered Data on its behalf.

"UK GDPR" has the meaning given under the Data Protection Act 2018 (UK).

2. GENERAL

- a. This DPA is incorporated into and forms an integral part of the Agreement. If there is any conflict between this DPA and the Agreement relating to the Processing of Covered Data, this DPA shall govern. Customer acknowledges and agrees that Anthropic may amend this DPA from time to time on reasonable notice to Customer where such changes are required because of changes in Applicable Data Protection Laws.
- b. Clauses 3 to 9 of this DPA apply to the extent Anthropic acts as a Processor on behalf of Customer with respect to the Covered Data.

3. DETAILS OF DATA PROCESSING

- a. The details of the Processing of Covered Data (such as subject matter, duration, nature, and purpose of the Processing, categories of Personal Data and Data Subjects) are described in the Agreement and in Part B of Schedule 1 to this DPA.
- b. Anthropic will only Process Covered Data in accordance with Applicable Data Protection Laws and on the documented instructions of Customer (including as set out in the Agreement and this DPA), unless required to do otherwise by applicable law to which Anthropic is subject, in which case Anthropic will, unless prohibited by applicable law, inform Customer of such legal requirement before Processing. Without limiting the foregoing, Anthropic is prohibited from:
 - i. selling Covered Data or otherwise making Covered Data available to any third party for monetary or other valuable consideration;
 - ii. sharing Covered Data with any third party for cross-context behavioural advertising;
 - iii. retaining, using, or disclosing Covered Data outside of the direct business relationship and for any purpose other than for the business purposes specified in Part B of Schedule 1 or as otherwise permitted by Applicable Data Protection Laws; and
 - iv. except as otherwise permitted by Applicable Data Protection Laws, combining Covered Data with Personal Data that Anthropic receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject.
- c. To the extent that any of the instructions provided by Customer to Anthropic in accordance with clause 3.b

require Processing of Covered Data in a manner that falls outside the scope of the Services, Anthropic may:

- i. notify Customer that such instructions fall outside the scope of Services under the Agreement and not carry out such instructions, or at Anthropic's election, make the performance of any such instructions subject to the payment by Customer of any costs and expenses incurred by Customer or such additional charges as Customer may reasonably determine; or
 - ii. immediately terminate the Agreement and the Services.
- d. Anthropic will promptly inform Customer if, in its opinion, an instruction from Customer relating to the Processing of Covered Data infringes Applicable Data Protection Law.
- e. Customer hereby authorises and instructs Anthropic to Process Covered Data anywhere that Anthropic or its Sub-processors maintain facilities.
- f. Anthropic will, at the request of Customer, provide assistance that is reasonable necessary for Customer to conduct and document any data protection assessments required under Applicable Data Protection Laws.
- g. Customer will have the right to take reasonable and appropriate steps to ensure that Anthropic uses Covered Data in a manner consistent with Customer's obligations under Applicable Data Protection Laws.
- h. Anthropic will ensure that each person authorised to process Covered Data is subject to a duty of confidentiality.
- i. Customer acknowledges that Anthropic's Services are not designed, intended, or provided for the purpose of making predictions regarding any Data Subject, determining creditworthiness, or any other manner of automated decision-making regarding Data Subject(s) to which the Covered Data relates.
- j. Anthropic may charge Customer, and Customer will reimburse Anthropic, for any assistance provided by Anthropic to Customer in relation to this DPA, including with respect to any TIAs or consultation with any supervisory authority of Customer.

4. SUB-PROCESSORS

- a. Customer grants Anthropic the general authorisation to engage the Sub-processors listed in Schedule 5, and any additional Sub-processors in accordance with clause 4.c.
- b. Anthropic will: (i) enter into a written agreement with each Sub-processor imposing data protection obligations that are substantively no less protective of Covered Data than Anthropic's obligations under this DPA; and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA.
- c. In the event that Anthropic wishes to appoint an additional Sub-processor: (a) Anthropic will provide Customer reasonable notice; and (b) Customer may, on the basis of reasonable data privacy and data security concerns, object to Anthropic's use of such Sub-processor by providing Anthropic with written notice of the objection within ten (10) days of the date of such notice, otherwise the additional Sub-processor shall be deemed approved. In the event Customer objects to Anthropic's use of a new Sub-processor, Customer and Anthropic will work together in good faith to find a mutually acceptable resolution to address any objections raised by Customer.

5. DATA SUBJECT RIGHTS REQUESTS

- a. Anthropic will forward to Customer promptly any Data Subject Request received by Anthropic relating to the Covered Data and may advise the Data Subject to submit their request directly to Customer.
- b. Anthropic will, taking into account the nature of the Processing of Covered Data, provide Customer with reasonable assistance as necessary for Customer to fulfil its obligation under Applicable Data Protection Laws to respond to Data Subject Requests.

6. SECURITY

- a. Accounting for the state of the art, costs of implementation and the nature, scope and context and purposes of the relevant Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Anthropic will implement and maintain reasonable and appropriate technical and organizational data protection and security measures designed to ensure a level of security for the Covered Data appropriate to the risk of the relevant Processing.
- b. The Parties agree that the measures set out in Schedule 2 provide an appropriate level of security for the Covered Data, accounting for the risks presented by the Processing outlined in the Agreement and this DPA.

7. AUDITS AND RECORDS

- a. Upon request, Anthropic will make available to Customer information reasonably necessary to demonstrate compliance with this DPA.
- b. To the extent required by Applicable Data Protection Legislation, Anthropic will permit Customer (or a suitably qualified, independent third-party auditor which is not a competitor of Anthropic) to audit Anthropic's compliance with this DPA no more than once per calendar year on at least thirty (30) days' written notice to Anthropic (an "**Audit**"), provided that Customer (or Customer's third-party auditor, as applicable):
 - i. may only conduct an Audit during Anthropic's normal business hours;
 - ii. will conduct the Audit in a manner that does not disrupt Anthropic's business;
 - iii. enters into a confidentiality agreement reasonably acceptable to Anthropic prior to conducting the Audit;
 - iv. pays any reasonably incurred costs and expenses incurred by Anthropic in the event of an Audit;
 - v. ensures that its personnel comply with any policies and procedures notified by Anthropic to Customer when attending Anthropic's premises;
 - vi. submits, as part of the written notice provided by Customer to Anthropic, a detailed proposed audit plan which is agreed by Anthropic (an "**Audit Plan**"); and
 - vii. conducts the Audit in compliance with the final agreed Audit Plan.
- c. Customer may use the results of an Audit only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of the DPA. Nothing in this clause 7 will require Anthropic to breach any duties of confidentiality it owes to third parties.

8. SECURITY INCIDENTS

- a. Anthropic will notify Customer in writing without undue delay after becoming aware of any Security Incident. Anthropic will, to the extent reasonably necessary, cooperate with Customer's investigation of the Security Incident. Anthropic's notification of, or response to, a Security Incident will not be construed as an acknowledgement by Anthropic of any fault or liability with respect to the Security Incident.

9. DELETION AND RETURN

- a. Anthropic will, in any event, within thirty (30) days of the date of termination or expiry of the Agreement (a) if requested to do so by Customer within that period, return a copy of all Covered Data or provide a self-service functionality allowing Customer to do the same; and (b) delete all other copies of Covered Data Processed by Anthropic or any Sub-processors.

10. STANDARD CONTRACTUAL CLAUSES

- a. The Parties agree that, to the extent required by Applicable Data Protection Laws, the terms of the Standard Contractual Clauses Module 1 (Controller to Controller), Module Two (Controller to Processor) and/or Module Three (Processor to Processor), each as further specified in Schedule 3 of this DPA, are hereby incorporated by reference and will be deemed to have been executed by the Parties.
- b. To the extent required by Applicable Data Protection Laws, the jurisdiction-specific addenda to the Standard Contractual Clauses set out in Schedule 3 are also incorporated herein by reference and will be deemed to have been executed by the Parties.
- c. To the extent that there is any conflict between the terms of this DPA and the terms of the Standard Contractual Clauses, the Standard Contractual Clauses shall govern.
- d. Anthropic will provide Customer reasonable support to enable Customer's compliance with the requirements imposed on international transfers of Covered Data. Anthropic will, upon Customer's request and at Customer's cost, provide information to Customer which is reasonably necessary for Customer to complete a transfer impact assessment ("TIA") to the extent required under Applicable Data Protection Laws.

SCHEDULE 1

DETAILS OF PROCESSING AND TRANSFERS

PART A – List of Parties

The Parties are set out in the preamble to this DPA. With regard to any transfers of Covered Data falling within the scope of Applicable Data Protection Laws, additional information regarding the data exporter and data importer is set out below.

1. Data Exporter

The data exporter is: Customer and/or Customer Affiliates exporting Covered Data to which the GDPR applies.

The data exporter's contact person's name, position and contact details as well as (if appointed) the data protection officer's name and contact details and (if relevant) the representative's contact details are included in the Agreement or will be disclosed to Anthropic upon request.

2. Data Importer

The data importer is: Anthropic PBC, 548 Market Street, PMB 90375, San Francisco, CA 94104, United States.

The data importer's contact person and contact details are included in the Agreement or will be disclosed to Customer upon request.

PART B – Description of Processing

3. **Categories of Data Subjects** - Determined by Customer (in accordance with the Agreement).
4. **Categories of Personal Data** - Determined by the Customer (in accordance with the Agreement).
5. **Special categories of Personal Data (if applicable)** - None.
6. **Duration and Frequency of the Processing** - The Processing is performed on a continuous basis for the duration of the Agreement and is determined by Customer's configuration of the Services.
7. **Subject matter and nature of the Processing** - Performing the Services on behalf of Anthropic which involves Processing (including collection, storage, organisation and structuring) of Personal Data as part of a natural language-based, machine-learning tool, as further described in the Agreement; undertaking activities to verify or maintain the quality of the Services; debugging to identify and repair errors that impair existing intended functionality; helping to ensure security and integrity of the Services.
8. **Purpose(s) of the data transfer and further Processing** - To provide the Services to Customer pursuant to the Agreement

and as may be further agreed upon by Customer and Anthropic.

9. **Storage Limitation** - The duration is the term of the Agreement.
10. **Sub-processor (if applicable)** - To provide Processing system capability to Anthropic (as described in Schedule 4) to provide the Services described in the Agreement.

PART C – Competent Supervisory Authority

Identify the competent supervisory authority/ies in accordance with clause 13 of the SCCs

Where the data exporter is established in an EU Member State: *The supervisory authority of the country in which the data exporter established is the competent authority.*

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR: *The competent supervisory authority is the one of the Member State in which the representative is established.*

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without, however, having to appoint a representative pursuant to Article 27(2) of the GDPR: *The competent supervisory authority is the supervisory authority of Ireland.*

SCHEDULE 2

TECHNICAL AND ORGANIZATIONAL MEASURES

Anthropic has implemented the following technical and organizational measures (including any relevant certifications) to ensure an appropriate level of security, accounting for the nature, scope, context, and purpose of the processing, as well as the risks for the rights and freedoms of natural persons:

1. Organizational management and dedicated staff responsible for the development, implementation, and maintenance of Anthropic's information security program.
2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Anthropic's organization, monitoring and maintaining compliance with Anthropic's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.
3. Utilization of commercially available and industry standard encryption technologies for Covered Data that is:
 - a. being transmitted by Anthropic over public networks (i.e., the Internet) or when transmitted wirelessly; or
 - b. at rest or stored on portable or removable media (i.e., laptop computers, CD/DVD, USB drives, back-up tapes).
4. Data security controls which include at a minimum, but may not be limited to, logical segregation of data, logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g., granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review, and revoking/changing access promptly when employment terminates or changes in job functions occur).
5. Password controls designed to manage and control password strength, expiration and usage including prohibiting users from sharing passwords and requiring that Anthropic's passwords that are assigned to its employees; controls include appropriate password security requirements, and specific time and use limitations for passwords.
6. System audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review.

7. Physical and environmental security of data center, server room facilities and other areas containing Covered Data designed to: (i) protect information assets from unauthorized physical access, (ii) manage, monitor, and log movement of persons into and out of Anthropic facilities, and (iii) guard against environmental hazards such as heat, fire, and water damage.
8. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Anthropic's possession.
9. Change management procedures and tracking mechanisms designed to test, approve, and monitor all changes to Anthropic's technology and information assets.
10. Incident / problem management procedures designed to allow Anthropic to investigate, respond to, mitigate, and notify of events related to Anthropic's technology and information assets.
11. Network security controls that provide for the use of firewall systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.
12. Vulnerability assessment, patch management and threat protection technologies and scheduled monitoring procedures designed to identify, assess, mitigate, and protect against identified security threats, viruses, and other malicious code.
13. Business resiliency/continuity plan and procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.

SCHEDULE 3

INTERNATIONAL TRANSFERS

1. EU SCCS

Elections for the purposes of Module 1, Module Two and Module Three of the Standard Contractual Clauses:

1. Clause 7 (Docking clause) – does not apply.
2. Clause 11 (Redress) – optional wording does not apply.
3. Clause 17 (Governing Law) – Option 1 will apply and the governing law will be the law of the Republic of Ireland.
4. Clause 18 (Choice of forum and jurisdiction) – the applicable choice of forum and jurisdiction will be the Republic of Ireland.
5. For the purpose of Annex I of the Standard Contractual Clauses, Part A of Schedule 1 contains the specifications regarding the parties, Part B of Schedule 1 contains the description of transfer for Module Two and Module Three, and Part B of Schedule 1 contains the description of transfer for Module 1 except that the purpose, nature and subject matter of the processing shall be as set out in clause 2.3, and Part C of Schedule 1 contains the competent supervisory authority.
6. For the purpose of Annex II of the Standard Contractual Clauses, Schedule 2 contains the technical and organizational measures.

Additional elections for the purposes of Module Two and Module Three of the Standard Contractual Clauses:

7. Clause 9 (Use of sub-processors) – Option 2 (General written authorization) will apply, and the time period is as specified in clause 4.c of the DPA.
8. For the purpose Annex III of the Standard Contractual Clauses, the list of Sub-processors are set out in Schedule 4 or as otherwise determined by clause 4.c of the DPA. The Sub-processor's contact person's name, position and contact details

will be provided by Anthropic upon request.

2. UK ADDENDUM

This UK Addendum will apply to any Processing of Covered Data that is subject to the UK GDPR or both the UK GDPR and the GDPR.

1. For the purposes of this Paragraph 2:

“Approved Addendum” means the template addendum, version B.1.0 issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 and laid before the UK Parliament on 2 February 2022, as it may be revised according to Section 18 of the Mandatory Clauses.

“Mandatory Clauses” means “Part 2: Mandatory Clauses” of the Approved Addendum.

2. With respect to any transfers of Covered Data falling within the scope of the UK GDPR from Customer (as data exporter) to Anthropic (as data importer):

- a. to the extent necessary under Applicable Data Protection Law, the Approved Addendum as further specified in this section 2 of this Schedule 3 will be incorporated into and form part of this DPA;
- b. for the purposes of Table 1 of Part 1 of the Approved Addendum, the parties’ details are as set out in Part A of Schedule 1;
- c. for the purposes of Table 2 of Part 1 of the Approved Addendum, the version of the Approved EU SCCs as set out in section 1 of this Schedule 3 including the Appendix Information are the selected SCCs; and
- d. for the purposes of Table 4 of Part 1 of the Approved Addendum, Anthropic (as data importer) may end the Approved Addendum.

3. SWISS ADDENDUM

This Swiss Addendum will apply to any Processing of Covered Data that is subject to Swiss Data Protection Laws (as defined below) or to both Swiss Data Protection Laws and the GDPR.

1. Interpretation of this Addendum

- a. Where this Addendum uses terms that are defined in the Standard Contractual Clauses, those terms will have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

This Addendum	This Addendum to the Clauses
Clauses	The Standard Contractual Clauses as further specified in this Schedule
Swiss Data Protection Laws	The Swiss Federal Act on Data Protection of 19 June 1992 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, and any new or revised version of these laws that may enter into force from time to time.

2. This Addendum will be read and interpreted in the light of the provisions of Swiss Data Protection Laws, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR and/or Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.
3. This Addendum will not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Laws.

4. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

2. Hierarchy

In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects will prevail.

3. Incorporation of the Clauses

- a. In relation to any Processing of Personal Data subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR, this Addendum amends the DPA the Standard Contractual Clauses to the extent necessary so they operate:
 - i. for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Laws or Swiss Data Protection Laws and the GDPR apply to the data exporter's Processing when making that transfer; and
 - ii. to provide appropriate safeguards for the transfers in accordance with Article 46 of the GDPR and/or Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.
- b. To the extent that any Processing of Personal Data is exclusively subject to Swiss Data Protection Laws, the amendments to the DPA including the SCCs, as further specified in this Schedule and as required by clause 3.1 of this Swiss Addendum, include (without limitation):
 - i. References to the "Clauses" or the "SCCs" mean this Swiss Addendum as it amends the SCCs.
 - ii. Clause 6 Description of the transfer(s) is replaced with: *"The details of the transfer(s), and in particular the categories of Personal Data that are transferred and the purpose(s) for which they are transferred, are those specified in Schedule 1 of this DPA where Swiss Data Protection Laws apply to the data exporter's Processing when making that transfer."*
 - iii. References to "Regulation (EU) 2016/679" or "that Regulation" or "GDPR" are replaced by "Swiss Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" or "GDPR" are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable.
 - iv. References to Regulation (EU) 2018/1725 are removed.
 - v. References to the "European Union", "Union", "EU" and "EU Member State" are all replaced with "Switzerland".
 - vi. Clause 13(a) and Part C of Annex I are not used; the "competent supervisory authority" is the Federal Data Protection and Information Commissioner (the "FDPIC") insofar as the transfers are governed by Swiss Data Protection Laws;
 - vii. Clause 17 is replaced to state: *"These Clauses are governed by the laws of Switzerland insofar as the transfers are governed by Swiss Data Protection Laws"*.
 - viii. Clause 18 is replaced to state: *"Any dispute arising from these Clauses relating to Swiss Data Protection Laws will be resolved by the courts of Switzerland. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland in which he/she has his/her habitual residence. The Parties agree to submit*

themselves to the jurisdiction of such courts."

Until the entry into force of the revised Swiss Data Protection Laws, the Clauses will also protect Personal Data of legal entities and legal entities will receive the same protection under the Clauses as natural persons.

4. To the extent that any Processing of Personal Data is subject to both Swiss Data Protection Laws and the GDPR, the DPA including the Clauses as further specified in this Schedule will apply (i) as is and (ii) additionally, to the extent that a transfer is subject to Swiss Data Protection Laws, as amended by clauses 3.1 and 3.3 of this Swiss Addendum, with the sole exception that Clause 17 of the SCCs will not be replaced as stipulated under clause 3.3(b)(g) of this Swiss Addendum.
5. Customer warrants that it and/or Customer Affiliates have made any notifications to the FDPIC which are required under Swiss Data Protection Laws.

SCHEDULE 4

SUB-PROCESSORS

Anthropic's list of sub-processors is available at <https://www.anthropic.com/subprocessors>.