

Anthropic on Vertex - Commercial Terms of Service

Welcome to Anthropic! Before accessing our Services, please read these Anthropic on Vertex - Commercial Terms of Service.

These Anthropic on Vertex - Commercial Terms of Service (these “**Terms**”) are an agreement between Anthropic, PBC (“**Anthropic**”) and you or the organization, company, or other entity that you represent (“**Customer**”). They govern Customer’s use of the Services (as defined below). These Terms are effective on the earlier of the date that Customer first electronically consents to a version of these Terms and the date that Customer first accesses the Services (“**Effective Date**”).

A. Services.

1. **Overview.** Anthropic has developed artificial intelligence technology that allows users to submit content and receive a result (together with its related documentation, materials and tools, the “**Services**”). Subject to these Terms, Customer may make submissions to the Services (“**Prompts**”) and generate responses to its Prompts (“**Outputs**”). The Services as defined in these Terms are specifically those made available through the technical environment referred to as Vertex AI that is hosted and managed by Google LLC (“**Google**”) and such environment “**Vertex**”) through the Google Cloud Platform (“**GCP**”).
2. **GCP Account and Services.** Customer is responsible for securing its GCP account and must provide prompt notice to Anthropic if it believes that an unauthorized third party has gained access to the Services. Customer acknowledges and agrees that Anthropic is not responsible for Vertex or any other services it receives from Google, and that changes to Vertex or other Google services may materially impact Customer’s use of the Services. Customer may only use the Services in compliance with applicable Google policies and agreements it has with Google.
3. **Beta Services.** Anthropic may offer Services that are in pre-release, beta, or trial form (“**Beta Services**”). This means that they are not suitable for production use and provided “*as-is*” on a temporary basis. Anthropic is not responsible for Customer’s use or reliance on Beta Services.
4. **Feedback.** If Customer decides, in its sole discretion, to provide Anthropic with feedback regarding the Services, Anthropic may use that feedback at its own risk and without obligation to Customer.

B. Customer Content. The technology provided by Anthropic to Google to enable Customer’s access to the Services does not give Anthropic access to Customer’s GCP instance,

including Prompts or Outputs it contains (“**Customer Content**”). Anthropic does not anticipate obtaining any rights in or access to Customer Content under these Terms. As between the parties and to the extent permitted by applicable law, Anthropic agrees that Customer owns all Outputs, and disclaims any rights it receives to the Customer Content under these Terms. Subject to Customer’s compliance with these Terms, Anthropic hereby assigns to Customer its right, title and interest (if any) in and to Outputs. Anthropic may not train models on Customer Content from Services. Anthropic receives usage data from the use of the Services to monitor compliance with the AUP (as defined below) and understand Service performance (“**Usage Data**”). Usage Data excludes Customer Content. For example, Anthropic receives notifications about the volume of Customer’s usage of the Services.

C. Trust and Safety; Restrictions.

1. **Compliance.** Each party will comply with all laws applicable to the provision (for Anthropic) and use (for Customer) of the Services.
2. **Acceptable Use Policy.** Customer may only use the Services in compliance with these Terms, including the [Acceptable Use Policy](#) (“**AUP**”), which is incorporated by reference into these Terms, and which may be updated by Anthropic. Customer must use reasonable efforts to ensure the same of its customers or other end users (“**Users**”). Customer must cooperate with reasonable requests for information from Anthropic to support compliance with its AUP, including to verify Customer’s identity and use of the Services.
3. **Limitations of Outputs; Notice to Users.** It is Customer’s responsibility to evaluate whether Outputs are appropriate for Customer’s use case, including where human review is appropriate, before using or sharing Outputs. Customer acknowledges, and must notify its Users, that factual assertions in Outputs should not be relied upon without independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information. Customer further acknowledges that Outputs may contain content inconsistent with Anthropic’s views.
4. **Use Restrictions.** Customer may not and must not attempt to (a) access the Services to build a competing product or service, including to train competing AI models except as expressly approved by Anthropic; (b) reverse engineer or duplicate the Services; or (c) support any third party’s attempt at any of the conduct restricted in this sentence. Customer and its Users may only use the Services in the [countries and regions Anthropic currently supports](#).

D. Confidentiality.

1. **Confidential Information.** The parties may share information that is identified as confidential, proprietary, or similar, or that a party would reasonably understand to be confidential or proprietary (“**Confidential Information**”). Customer Content is Customer’s Confidential Information.

2. **Obligations of Parties.** The receiving party ("**Recipient**") may only use the Confidential Information of the disclosing party ("**Discloser**") to exercise its rights and perform its obligations under these Terms. Recipient may only share Discloser's Confidential Information to Recipient's employees, agents, and advisors ("**Representatives**") that have a need to know such Confidential Information and who are bound to obligations of confidentiality at least as protective as those provided in these Terms. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own Confidential Information, and with no less than reasonable care. Recipient is responsible for all acts and omissions of its Representatives. Recipient will promptly notify Discloser if it suspects or knows that Discloser's Confidential Information was breached, and agrees to cooperate to mitigate further risks of loss or misuse.
 3. **Exclusions.** Recipient's obligations with respect to Confidential Information do not apply if Recipient demonstrates that Discloser's Confidential Information was (a) already known to Recipient at the time of disclosure by Discloser, (b) disclosed to Recipient by a third party without a duty of confidentiality, (c) publicly available through no fault of Recipient, or (d) independently developed by Recipient without use of or access to Discloser's Confidential Information. Recipient may disclose Discloser's Confidential Information to the extent it is required by law, or court or administrative order, but will, except where expressly prohibited, notify Discloser of the required disclosure promptly and fully cooperate with Discloser.
 4. **Destruction Request.** Recipient will destroy Discloser's Confidential Information promptly upon request, except copies in Recipient's automated back-up systems, which will remain subject to these obligations of confidentiality while maintained.
- E. Intellectual Property.** Except as expressly stated in these Terms, these Terms do not grant either party any rights to the other's content or intellectual property, by implication or otherwise.
- F. Publicity.** Neither party may make public statements about Customer's use of the Services without the other party's permission.
- G. Fees.** Customer must pay all applicable fees and taxes related to use of the Services to Google at Anthropic's [published rates](#), unless otherwise agreed by the parties. Anthropic may update the published rates, to be effective the earlier of 30 days after the updates are posted by Google or Anthropic, or Customer otherwise receives Notice.
- H. Termination; Suspension.**
1. **Term.** These Terms begin on the Effective Date and continue until terminated (the "**Term**").
 2. **Termination.**
 - a. Each party may terminate these Terms at any time for convenience with Notice, except Anthropic must provide 30 days prior Notice.

- b. Either party may terminate these Terms for the other party's material breach by providing 30 days prior Notice detailing the nature of the breach unless cured within that time.
- c. Anthropic may terminate these Terms immediately with Notice if Anthropic reasonably believes or determines that Anthropic's provision of the Services to Customer is prohibited by applicable law.

3. **Suspension.**

- a. Anthropic may require that Google suspend Customer's access to any portion or all of the Services if: (a) Anthropic reasonably believes or determines that (i) there is a risk to or attack on any of the Services; (ii) Customer or any User is using the Services in violation of Sections C.1 (Compliance), C.2 (Acceptable Use Policy) or C.4 (Use Restrictions); or (iii) Anthropic's provision of the Services to Customer is prohibited by applicable law or would result in a material increase in the cost of providing the Services; or (b) Google or any vendor of Anthropic or Google has suspended or terminated Anthropic's or Google's use of any third-party services or products required to enable Customer to access the Services (each, a "**Service Suspension**").
- b. Anthropic will use reasonable efforts to provide written notice of any Service Suspension to Customer and request that Google resume providing access to the Services 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.

- 4. **Effect of Termination.** Upon termination, Customer may no longer access the Services. The following provisions will survive termination of these Terms: (a) Sections D (Confidentiality), F (Publicity), G (Fees), H.4 (Effect of Termination), I (Disputes), J (Indemnification), K.2 (Disclaimer of Warranties), K.3 (Limits of Liability), and L (Miscellaneous); and (b) any provision or condition that must survive to fulfill its essential purpose.

I. **Disputes.**

- 1. **Disputes.** In the event of a dispute, claim or controversy relating to these Terms ("**Dispute**"), the parties will first attempt in good faith to informally resolve the matter. The party raising the Dispute must notify the other party ("**Dispute Notice**"), who will have 15 days from the date of delivery of the Dispute Notice to propose a time for the parties to meet with appropriately leveled executives to attempt to resolve the Dispute. If the parties have not resolved the dispute within 45 days of delivery of the Dispute Notice, either party may seek to resolve the dispute through arbitration as stated in Section I.2.
- 2. **Arbitration.** Any Dispute will be determined by final, binding arbitration in San Francisco, California by a sole arbitrator pursuant to the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"). Judgment on any award issued through the JAMS arbitration process may be entered in any court having

jurisdiction. EACH PARTY AGREES THEY ARE 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 IN CONNECTION WITH THESE TERMS.

3. **Equitable Relief.** This Section I (Disputes) does not limit either party from seeking equitable relief.

J. Indemnification.

1. **Claims Against Customer.** Anthropic will defend Customer and its personnel, successors, and assigns from and against any Customer Claim (as defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Customer Claim or that an arbitrator awards a third party under any Anthropic-approved settlement of such Customer Claim. "**Customer Claim**" means a third-party claim, suit, or proceeding alleging that Customer's use of the Services (which includes data Anthropic has used to train a model that is part of the Services) in accordance with these Terms or Outputs generated through such authorized use violates third-party patent, trade secret, trademark, or copyright rights.
2. **Claims Against Anthropic.** Customer will defend Anthropic and its personnel, successors, and assigns from and against any Anthropic Claim (as defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Anthropic Claim or that an arbitrator awards a third party under any Customer-approved settlement of such Anthropic Claim. "**Anthropic Claim**" means any third-party claim, suit, or proceeding related to Customer's or its Users' (a) Prompts or (b) use of the Services in violation of the AUP or Section C.4 (Use Restrictions). Anthropic Claims and Customer Claims are each a "**Claim**", as applicable.
3. **Exclusions.** Neither party's defense or indemnification obligations will apply to the extent the underlying allegation arises from the indemnified party's fraud, willful misconduct, violations of law, or breach of the Agreement. Additionally, Anthropic's defense and indemnification obligations will not apply to the extent the Customer Claim arises from: (a) modifications made by Customer to the Services or Outputs; (b) the combination of the Services or Outputs with technology or content not provided by Anthropic; (c) Prompts or other data provided by Customer; (d) use of the Services or Outputs in a manner that Customer knows or reasonably should know violates or infringes the rights of others; (e) the practice of a patented invention contained in an Output; or (f) an alleged violation of trademark based on use of an Output in trade or commerce.
4. **Process.** The indemnified party must promptly notify the indemnifying party of the relevant Claim, and will reasonably cooperate in the defense. The indemnifying party will retain the right to control the defense of any such Claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise, except that the indemnified party 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. The indemnifying party's obligations will be excused if either of the following materially prejudices the defense: (a) failure of the indemnified party to provide prompt notice of the Claim; or (b) failure to reasonably cooperate in the defense.

5. **Sole Remedy.** To the extent covered under this Section J (Indemnification), indemnification is each party's sole and exclusive remedy under these Terms for any third-party claims.

K. Warranties and Limits on Liability.

1. **Warranties.** Each party represents and warrants that (a) it is authorized to enter into these Terms; and (b) entering into and performing these Terms 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 Services.
2. **Disclaimer of Warranties.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW (A) THE SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND; AND (B) ANTHROPIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THIRD-PARTY INTERFACES. ANTHROPIC EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE. ANTHROPIC DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. REFERENCES TO A THIRD PARTY IN THE OUTPUTS MAY NOT MEAN THEY ENDORSE OR ARE OTHERWISE WORKING WITH ANTHROPIC.
3. **Limits on Liability.**
 - a. Except as stated in Section K.3.b, the liability of each party, and its affiliates and licensors, for any damages arising out of or related to these Terms (i) excludes damages that are consequential, incidental, special, indirect, or exemplary damages, including lost profits, business, contracts, revenue, goodwill, production, anticipated savings, or data, and costs of procurement of substitute goods or services and (ii) is limited to Fees actually paid by Customer for the Services in the previous 12 months.
 - b. The limitations of liability in this Section K.3 (Limits on Liability) do not apply to either party's obligations under Section J (Indemnification).
 - c. THE LIMITATIONS OF LIABILITY IN THIS SECTION APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) TO LIABILITY IN TORT, INCLUDING 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.

- d. The parties agree that they have entered into these Terms in reliance on the terms of this Section and those terms form an essential basis of the bargain between the parties.

L. Miscellaneous.

1. **Notices.** All notices, demands, waivers, and other communications under these Terms (each, a "**Notice**") must be in writing. Except for notices related to demands to arbitrate or where equitable relief is sought, any Notices provided under these Terms may be delivered electronically to the Customer's address or other authorized addresses provided to Anthropic; and to notices@anthropic.com if to Anthropic. Notice is effective only: (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with all requirements of this Section.
2. **Electronic Communications.** Customer agrees to receive electronic communications from Anthropic based on Customer's use of the Services and related to these Terms. Except where prohibited by applicable law, electronic communications may include email, through the Services or Customer's management dashboard, or on Anthropic's website. Anthropic may also provide electronic communications via text or SMS about Customer's use of the Services or as Customer otherwise requests from Anthropic. If Customer wishes to stop receiving such messages, Customer may request it from Anthropic or respond to any such texts with "STOP."
3. **Amendment and Modification.** Anthropic may update these Terms at any time, to be effective the earlier of 30 days after the updates are posted by Google or Anthropic, or Customer otherwise receives Notice, except that updates made in response to changes to law or regulation take effect immediately upon the earlier of posting or Notice. Changes will not apply retroactively. No other amendment to or modification of these Terms is effective unless it is in writing and signed by both parties. Failure to exercise or delay in exercising any rights or remedies arising from these Terms 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.
4. **Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under these Terms without the other party's prior written consent, except that Anthropic may assign its rights and delegate its obligations as part of a sale of all or substantially all its business. Any purported assignment or delegation is null and void except as permitted above. No permitted assignment or delegation will relieve the contracting party or assignees of their obligations under these Terms. These Terms will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **Severability.** If a provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will neither affect any other term or provision of these Terms nor 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 will negotiate in good faith to modify these Terms to reflect the parties' original intent as closely as possible.
6. **Interpretation.** These Terms will be construed mutually with neither party considered the drafter. Document and section titles are provided for convenience and will not be interpreted. The phrases "for example" or "including" or "or" are not limiting.
7. **Governing Law.** These Terms are governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law provision. Subject to Section I (Disputes), all suits, action, or proceedings related to these Terms will be instituted exclusively in federal or state courts located in San Francisco, California, and each party irrevocably submits to their exclusive jurisdiction.
8. **Export and Sanctions.** Customer may not export or provide access to the Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing sentence, this restriction applies (a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.
9. **Integration.** These Terms (including the [AUP](#), Anthropic's [published rates](#) and any other documents or terms that are incorporated by reference by these Terms) constitute the parties' entire understanding as to the Services' provision and use. These Terms supersede all other understandings and agreements between the parties regarding the Services.
10. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.