Referral Partner Program Terms and Conditions

A. Referral Partner Relationship

1. **Overview.** Partner may refer third parties interested in purchasing Anthropic's products and services (the "**Anthropic Services**") (each a **"Referral"**) to Anthropic. Anthropic will pay Partner a referral fee where Referrals execute a contract to use approved Anthropic Services in accordance with the requirements set out in these Referral Partner Program Terms and Conditions (the "**Agreement**").
2. **Referral Process.** Partner will notify Anthropic in writing of any Referrals, using the notice method specified by Anthropic. Anthropic will promptly respond indicating whether it has accepted a Referral. Once Anthropic accepts the Referral, in order for a Referral to become an Eligible Referral (defined below), Partner must actively introduce Anthropic's sales contact to the Referral, which, at a minimum, means introduction to an executive with budgetary responsibility for the department which would purchase Anthropic's services and arrange an initial meeting with that executive.
3. **Eligible Referral.**
    1. Subject to the requirements set out herein, an **"Eligible Referral"** is a Referral accepted by Anthropic that executes a contract for the purchase of approved Anthropic Services within 6 months of the date Partner noticed the Referral to Anthropic. Anthropic may decline to accept a Referral if: (i) the Referral is already a customer of Anthropic (or another referral partner or referral agent); (ii) the Referral was already in preliminary or advanced discussions with Anthropic for the use of Anthropic Services; (iii) the Referral has already been submitted to Anthropic as a Referral by a third party; or (iv) Anthropic concludes that payment of a Referral Fee (defined below) would result in payments of commissions to multiple parties, or reasonably

determines that acceptance would otherwise be adverse to its business interests. In addition, Partner acknowledges that Anthropic is under no obligation to enter into any sales or other agreement with any Eligible Referral and the entry into any such agreement is in the sole discretion of Anthropic.

2. Once a Referral becomes an Eligible Referral, all subsequent contact with the Eligible Referral with respect to the purchase of the Anthropic Services will be at the direction of Anthropic. Anthropic will set and control pricing for the Anthropic Services provided to, and will collect fees from, Referrals.

4. **Referral Fees.** Anthropic will pay Referral Fees in accordance with the applicable fees described in the Referral Fee Table of the Agreement for all Eligible Referrals. Referral Fees will be payable on the Eligible Referral's fees paid under an initial order form only; for clarity, Partner will receive no Referral Fees related to any renewals, upgrades, expansions, taxes, or discounts. Referral Fees for Eligible Referrals will be due in arrears within 60 days of end of the calendar quarter in which Anthropic receives the applicable fees from the Eligible Referral, except that Referral Fees will not be owed if the Eligible Referral fails to pay Anthropic the fees owed in accordance with the payment terms of the applicable order form. In the event of overpayment of Referral Fees (for example, where there is a billing error or where a refund is owed to the Eligible Referral), Anthropic may offset the Referral Fees owed Partner. Anthropic will inform Partner prior to exercising its set-off rights. Except for termination for cause by Anthropic or as specifically stated otherwise, termination of this Agreement does not affect Anthropic's obligation to pay accrued Referral Fees in accordance with this Agreement.

5. **Servicing Referrals.** Anthropic is solely responsible for servicing the accounts, collecting any amounts owed, and providing customer support to Referrals. Partner is not responsible for and may not offer (i) Anthropic Services to Referrals; (ii) to host or lease any account or portion of an account for Anthropic Services for Referrals; or (iii) to provide access to Anthropic Services contracted for by or for a Referral to any other party, including Partner or Partner affiliates.

6. **Use of Services.** For the avoidance of doubt, Partner does not receive the right to access or use the Anthropic Services under this Agreement.

7. **Feedback.** Partner is not obligated to provide feedback about Anthropic Services. However, where feedback is provided, Partner agrees that it will not contain any third party's confidential information and that Anthropic can use such feedback without obligation or compensation.
8. **Conduct.** Each party agrees to: (i) conduct business in a manner that reflects favorably at all times on the other party and protects the name, goodwill, and reputation of the other party, and (ii) comply with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency, which apply to or result from its obligations under this Agreement, (iii) each act in good faith when providing or contracting with Referrals and (iv) each provide to the other party or its affiliates information reasonably required to provide or manage Referrals. Partner further agrees to: (x) refrain from making any statements with respect to the specifications, features, capabilities or other characteristics of the Anthropic Services that are inconsistent with the technical documentation published by Anthropic; and (y) make no representations, warranties or guarantees regarding the Anthropic Services that are inconsistent with or expand the scope of any warranties, or that limit the scope of, or conflict with, the warranty disclaimers contained in Anthropic's standard contract documentation.

B. Marketing

1. **Joint Marketing.** The parties may collaborate on promotional, marketing, or related activities to publicize the relationship between the parties or Anthropic's products and services ("**Marketing**"). Marketing must be mutually approved by the parties in writing in advance.
2. **Use of Marks.** Subject to this Agreement, each party grants the other party during the Term (defined below) a non-exclusive, non-transferable, revocable, non-sublicensable, royalty-free license to use the trade and service marks and related materials (collectively, **"Marks"**) provided to the other party for approved Marketing. Use of Marks is subject to that party's prior written approval and may be revoked at any time. Each party will strictly comply with the written directions and instructions of the other party regarding the form and manner of the application of such party's Marks, including any directions or brand guidelines provided by such party. Any questions regarding the use of

Anthropic Marks by Partner will be directed to marketing@anthropic.com. Each party acknowledges that the other party is the owner of its own Marks and all goodwill related thereto and all use of the other party's Marks under this Agreement and any goodwill accruing from such use will inure solely to the benefit of such other party.

C. Confidential Information

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"**).
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 this Agreement. Recipient may only disclose Discloser's Confidential Information to Recipient's employees, agents, and advisors that have a need to know such Confidential Information and who are bound by obligations of confidentiality at least as protective as those provided in this Agreement (**"Representatives"**). 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 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, promptly notify Discloser of the required disclosure and cooperate with Discloser to limit the scope of such disclosure upon Discloser's request.

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.

D. Term and Termination

1. **Term.** This Agreement will commence upon the Effective Date and will remain in force until terminated as provided herein.
2. **Termination**
    1. Each party may terminate this Agreement at any time for convenience with 30 days prior notice.
    2. Either party may terminate this Agreement for the other party's material breach by providing 30 days prior notice detailing the nature of the breach unless cured within that time.
    3. Anthropic may terminate this Agreement immediately with notice if it reasonably believes or determines that its continued performance under this Agreement will violate applicable law.
3. **Effect of Termination.** Upon termination, the parties will cease all activities under this Agreement and will cease using the other party's Marks. The following provisions will survive termination or expiration of this Agreement: (a) Sections B.2 (Use of Marks) solely for purposes of Marketing collateral developed prior to termination that is not misleading as to the present relationship between the parties, C (Confidential Information), D.3 (Effect of Termination), E (Disputes), F (Indemnification), G.2 (Disclaimer of Warranties), G.3 (Limits on Liability), and H (Miscellaneous); and (b) any provision or condition that must survive to fulfil its essential purpose.

E. Disputes

1. **Disputes.** In the event of a dispute, claim or controversy relating to this Agreement (**"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"**). 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 E.2 (Arbitration).

2. **Arbitration.** Any Dispute will be determined in English by final, binding arbitration, determined by a sole arbitrator in San Francisco, California pursuant to the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. Judgment on any award issued through the applicable arbitration process in this Section E.2 (Arbitration) 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 THIS AGREEMENT.
3. **Equitable Relief.** This Section E (Disputes) does not limit either party from seeking equitable relief.

F. Indemnification

1. **Claims.** Each party (**"Indemnifying Party"**) will defend the other party and its personnel, successors, and assigns (each an **"Indemnified Party"**) from and against any Claim (defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Claim or that an arbitrator awards a third party under any settlement of such Claim approved by the Indemnifying Party. **"Claim"** means a third-party claim, suit, or proceeding made against an Indemnified Party to the extent alleging that the Indemnified Party's use of the Indemnifying Party's Marks in accordance with this Agreement infringes the third party's intellectual property rights.
2. **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 this Agreement.
3. **Process.** An 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 an Indemnified Party to provide prompt notice of the Claim or (b) failure to reasonably cooperate in the defense.

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

G. Warranties and Limits on Liability

1. **Warranties.** Each party represents and warrants that it is authorized to enter into this Agreement.
2. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ACTIVITIES CONDUCTED UNDER THIS AGREEMENT ARE IS "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO PRODUCTS OR SERVICES THEY MAY OFFER; AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT AND SERVICES THEY MAY OFFER, 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.
3. **Limits on Liability**
    1. Except as stated in Section G.3.b, each party's liability for any damages arising out of or related to this Agreement (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) will not exceed the greater of (x) fees paid under this Agreement in the 12 months prior to the first incident that gave rise to the liability, or (y) $10,000.

2. The limitations of liability in this Section G.3 (Limits on Liability) do not apply to either party's obligations under Section F (Indemnification) or breach of Section B.2 (Use of Marks).
3. THE LIMITATIONS OF LIABILITY IN THIS SECTION G.3 (LIMITS ON LIABILITY) 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.
4. The parties agree that they have entered into this Agreement in reliance on the terms of this Section G.3 (Limits on Liability) and those terms form an essential basis of the bargain between the parties.

H. Miscellaneous

1. **Notices.** All notices, demands, waivers, and other communications under this Agreement (each, a **"Notice"**) must be in writing. Notices provided under this Agreement may be delivered electronically to Partner'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 H.1 (Notices).
2. **Amendment and Modification.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by both parties. Failure to exercise or delay in exercising any rights or remedies under this Agreement is not a waiver; and no single or partial exercise of any right or remedy will 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 other party's written consent, except that Anthropic may assign its rights and delegate its obligations to an affiliate or 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 this Agreement. This Agreement will 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 will neither affect any other term or provision of this nor invalidate or render unenforceable such term or provision in any other jurisdiction.
5. **Interpretation.** This Agreement 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.
6. **Governing Law, Venue.**
    1. This Agreement is governed by and construed in accordance with the laws of the State of California.
    2. Any suits, actions, or proceedings related to this Agreement that are not required to be resolved via arbitration pursuant to Section E (Disputes) will be instituted exclusively in federal or state courts located in San Francisco, California.
7. **Anticorruption.** Each party understands and agrees that the United States Foreign Corrupt Practices Act prohibits it, its employees, and its agents to directly or indirectly make or offer payment or gift, or promise or authorize the giving of anything of value, for the purpose of influencing an act or decision of an official of any government, including those in the United States, or inducing such a person to use his influence to affect any such governmental act or decision in order to assist the other party in obtaining, retaining, or directing any such business.
8. **Integration.** This Agreement (including any incorporated exhibits or documents that reference this Agreement) constitutes the parties' entire understanding of the activities described herein. This Agreement supersedes all other understandings or agreements between the parties regarding these activities.

Any agreements for use of Anthropic Services or Partner Services are specifically not governed by or incorporated into this Agreement.

9. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
10. **Independent Contractors**. The relationship of the parties established by this Agreement is that of independent contractors (and will so represent themselves to third parties) and nothing contained in this Agreement will be construed to give either party the power to act as an agent or direct or control the day-to-day activities of the other or to make the parties joint venturers. Financial and other obligations associated with each party's business are the sole responsibility of that party.
11. **Non-Exclusive.** This Agreement is non-exclusive and nothing in this Agreement may be deemed to prohibit either party from entering into any alliance, partner, referral, resale, customer or other agreement with any party anywhere in the world either during or after the Term.