

Terms of Service for Poppy: California's Digital Assistant

1. Purpose

These Terms of Service (TOS) are an agreement between the California Department of Technology (CDT) and the Ordering Entity (defined below). These TOS govern the Ordering Entity's use of Poppy: California's Digital Assistant (Poppy) and all related documentation and services (Services).

Poppy is a GenAI based digital assistant platform that provides the Ordering Entity controlled access to approved third-party Large Language Models (LLMs) and related AI capabilities. Poppy provides access to information, services, and resources in alignment with government's mission and values. Poppy is pre-configured for government use and official government business only and is built around government data, policies, and websites. The use of Poppy by the Ordering Entity and its Users is subject to the terms and conditions set forth herein.

2. Definitions

Capitalized terms used in these TOS and not defined in the text of TOS have the meaning below.

- a. **Artificial Intelligence (AI)** means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov. Code §§ 11549.64 & 11546.45.5).
- b. **Executive Branch State Entity** means California state departments, agencies, boards, and commissions that are under the direct authority of the Governor as described in [Gov. Code § 11546.1\(e\)](#).
- c. **Generated Data** means any output, results, content, or other data that is produced by Poppy, including but not limited to text, images, video, audio, code, or similar types of output.
- d. **Generative AI (GenAI)** means an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI training data (Gov. Code §11549.64)
- e. **Local Government Agency** means a county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State of California (State) but does not include the State (Gov. Code § 900.4).
- f. **Ordering Entity** means an eligible State Entity and Local Government Agency.
- g. **Prompt** means any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with these TOS. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

- h. **State Entity** means an Executive Branch State Entity as well as any includes every state office, officer, department, division, bureau, board, and commission described in [Gov. Code § 11000](#) which are outside the control of the Executive Branch. It also includes a public college and university.

3. Services

3.1 Right to Use

Subject to these TOS, CDT gives permission to the Ordering Entity to use the Services. The Ordering Entity's usage of the Services must comply with any usage restrictions specified by CDT. The right to use and access the Services is non-transferable, non-exclusive and revocable.

3.2 Service Feedback

If the Ordering Entity provides CDT with any feedback regarding the Services, CDT may use such feedback in its sole discretion, at its own risk and without any obligations to the Ordering Entity.

4. Payment

The Ordering Entity is responsible for all fees incurred by its account, at the rates specified by CDT (see [Rates - CDT Services](#)). For avoidance of doubt, pursuant to Gov. Code § 11255, in the event of any payment default or delay, these TOS constitute a formal agreement and consent to direct transfer of funds to CDT by the State Entity procuring the Services pursuant to these TOS.

5. Scope

The use of, access to, or interaction with Poppy is limited to the following individuals (Users):

- a. Ordering Entity's personnel (e.g., employees, interns, volunteers and retired annuitants),
- b. Ordering Entity's contractors and consultants, and
- c. Other third-party users that are authorized by the Ordering Entity.

6. Authorized Use

Poppy may only be used for purposes that: (a) support official government business; (b) are authorized and consistent with the Ordering Entity's Acceptable Use Policy (AUP), information security policies, and applicable federal, state and local laws; and (c) are not otherwise prohibited under these TOS.

Permitted official uses may include activities such as:

- a. Researching, summarizing, or drafting materials related to official government programs, services, operations, or communications;
- b. Assisting with administrative, operational, analytical, or customer service functions performed on behalf of the Ordering Entity;
- c. Supporting software development, troubleshooting, data analysis, or business process improvement activities authorized by the Ordering Entity; and
- d. Developing drafts, templates, presentations, reports, or other work products in furtherance of official government responsibilities.

All usage of Services must align with the User's job role and Ordering Entity's responsibilities.

7. Prohibited Use

The following uses of Poppy are strictly prohibited:

7.1 Unlawful or Inappropriate Conduct

- a. Violating of applicable laws or engage in illegal activity, including infringing, misappropriating, or violating the intellectual property rights of a third party.
- b. Generating, transmitting, or distributing content that is unlawful, fraudulent, threatening, harassing, discriminatory, defamatory, obscene, or otherwise harmful.
- c. Promoting or inciting violence, hateful behavior, hate speech, extremist activity, or other conduct prohibited by law or government policy.
- d. Misusing the Services in a manner that disrupts government operations, create psychologically or emotionally harmful content to harms individuals, or undermines public trust.
- e. Compromising critical infrastructures and systems as defined in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM)
- f. Developing or designing weapons or their precursors
- g. Compromising children's safety

7.2 Security Violations

- a. Compromising computer, applications, security controls or network systems
- b. Attempting to bypass authentication or access controls.
- c. Introducing, creating, or distributing malware, ransomware, malicious code, viruses, or other harmful software.
- d. Using Poppy to probe, scan, or test the vulnerability of systems.

7.3 Misrepresentation

- a. Impersonating another individual or misrepresenting identity or authority.
- b. Creating or spreading misinformation
- c. Providing false or misleading information to manipulate Poppy or its Users.

7.4 Other Unauthorized Activities

- a. Compromising privacy of identity rights (e.g., sharing, misusing, collecting, accessing personal information without consent)
- b. Using Poppy for non-governmental purposes, including non-governmental use, fraudulent activities, predatory practices, personal gain, commercial solicitation, or political activity.
- c. Attempting to reverse-engineer, duplicate, manipulate, or subvert Poppy or related systems.

8. Ordering Entity Responsibilities

Each Ordering Entity that deploys or enables access to Poppy shall be responsible for all of its and its Users' activity under its account. The Ordering Entity will:

- a. Make its Users aware of the requirements set forth in these TOS and incorporate applicable TOS requirements into the Ordering Entities' Acceptable Use Policy (AUP) or a similar policy, and other policies (as needed).
- b. Ensure compliance with these TOS.
- c. Immediately report to CDT using the contact information listed below if the Ordering Entity believes (i) the account it uses to access the Services has been compromised, (ii) there is an actual or suspected violations of these TOS, (iii) there is a breach of data or a security incident related to the use of Poppy, or (iv) any other misuse of Poppy:

Service Desk Number: 916-464-4311

[CDT IT Service Portal](#)

9. User Responsibilities

Each User is responsible for:

- a. Using Services in accordance with these TOS and all applicable government entity IT, privacy, and security policies, including the Ordering Entity's AUP.
- b. Reporting any misuse, errors, security concerns, or suspicious activity to the Ordering Entity's Information Security Office or similar designated authority.
- c. Understanding the limitations of Poppy and not relying exclusively on Generated Data produced by Poppy without verifying the information for accuracy, relevancy, and reliability as set forth in Section 14 (Limitation of Generated Data).

10. Confidentiality

Each party shall limit access to the other party's Confidential Information to personnel who need such Confidential Information to perform obligations under these TOS. "Confidential Information" includes any information that is explicitly identified as "confidential" or reasonably understood to be "confidential" by its nature. CDT obligation to maintain

confidentiality is subject to the CPRA obligations as set forth in Section 16 (California Public Records Act Request Related Obligations), or other applicable law or legal process.

Confidential information does not include information that: (a) becomes public without breach of these TOS; (b) is received lawfully from a third party without a confidentiality obligation; (c) is independently developed without use of the disclosing party's Confidential Information; or (d) must be disclosed under law, regulation, or court order, provided CDT gives the Ordering Entity advance written notice.

11. Data Handling and Security

11.1 Data Input

Users are responsible for exercising appropriate judgment when using Poppy and must not submit information that they are not authorized to disclose, process, or share through Poppy.

The Ordering Entity and its Users shall not input, upload, transmit, analyze, disclose, store or otherwise process through Poppy any Criminal Justice Information (CJI), Payment Card Industry (PCI) data, Federal Tax Information (FTI), sensitive personal information, Protected Health Information (PHI), or other similarly regulated data.

The Ordering Entity shall comply with the applicable data protection, cybersecurity, and privacy laws, regulations, and policies relating to collection, maintenance, transmission, use, receipt, storage, disclosure, retention, destruction, unavailability, security, or other use or processing confidential, sensitive, and protected data in connection with its use of Poppy.

11.2 Data Security

CDT shall comply with the applicable data protection, cybersecurity, and privacy laws, regulations, and policies relating to the provision of the Services.

11.3 Data Retention

CDT will retain Prompt, Generated Data and any other data provided by the Ordering Entity related to the Services for 90 days, unless a longer period is agreed between the parties. The security-related and technical logs are retained for appropriate timeframes to aid in any investigation of any security incident, subject to confidentiality obligations set forth in these TOS.

11.4 Data Access and Use

CDT or LLM provider may access, use and retain Prompts, Generated Data and any other Ordering Entity data related to the Services for the purposes of provision, administration, technical support, maintenance and operation of the Services. CDT, may in its sole discretion, log and audit network traffic and analytics related to the use of Poppy platform and the Services for the purposes of security auditing, quality assurance, and system performance.

CDT will not train models on Ordering Entity content from the Services. CDT will not engage in any form of content moderation.

11.5 Data Destruction

The Ordering Entity is solely responsible for retrieving any Generated Data, Prompt data, or information provided to Poppy prior to termination of the Services. CDT shall not be liable for any loss, damage, or claims arising from the deletion or unavailability of Generated Data, content, Prompt data, or information following the expiration of this data retrieval period.

Notwithstanding the 90 days retention period set forth in Section 11c (Data Retention) , CDT may permanently delete or disable access to any and all Ordering Entity data without further notice or obligation within fifteen (15) day of termination of the Services.

12. Enforcement

12.1 Investigation & Audit

CDT reserves the right to investigate, audit and take appropriate action in response to any violations of these TOS.

12.2 Enforcement Actions

Any violations of these TOS by User or the Ordering Entity may result in suspension of access to the Services or termination of Services pursuant to Section 19 (Term, Suspension, Termination). CDT may also refer the User to the applicable Ordering Entity for disciplinary or other legal action. CDT or the Ordering Entity may refer serious violations of these TOS to law enforcement or other appropriate authorities.

13. Ordering Entity's IP Rights

As between CDT and the Ordering Entity and to the extent permitted by applicable law, CDT agrees that the Ordering Entity (a) retains all rights to its Prompts, (b) retains all rights to any of its own documents or data it uploads into Poppy, and (c) owns its Generated Data. CDT disclaims any rights it receives to the Ordering Entity's content under these TOS.

Subject to Ordering Entity's compliance with these TOS, CDT hereby assigns to the Ordering Entity its right, title and interest (if any) in and to the Generated Data.

14. Limitations of Generated Data

The Ordering Entity is responsible for evaluating whether the Generated Data is appropriate for the Ordering Entity's use case, including incorporating human review or verification before using or sharing Generated Data. The Ordering Entity acknowledges, and must notify its Users, that factual assertions in the Generated Data 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.

15. Limitation of Liability

15.1 Limitation of Liability Cap

Each party's liability to the other party for damages for any cause whatsoever, and regardless of the form of action, whether in contract or tort, shall be limited to the total fees paid or payable by the Ordering Entity to CDT for the Service in the twelve (12) months immediately preceding the event giving rise to such claim. The foregoing limitation of liability shall not apply to California Public Records Act (Gov. Code sections 7920.000 et sq.) related damages as set forth in Section 16 (California Public Records Act Request Related Obligations).

15.2 Immunity Exclusion

Nothing herein shall be construed to waive or limit either party's sovereign or governmental immunity or any other immunity from suit provided by law.

15.3 Consequential Damages and other Disclaimers

- a. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.
- b. In no event will CDT and its officers, employees, and personnel be liable for:
 - i. Errors, omissions, or inaccuracies in the Generated Data
 - ii. Business or operational decisions made by Users and the Ordering Entity based on the Generated Data.
 - iii. Any loss, damage, or liability arising from the misuse or prohibited use of Poppy as set forth in Section 7 (Prohibited Use), or any violation of these TOS or applicable laws or policies.

- c. Any breach of data or confidentiality, or any security incident caused by the Ordering Entity or its Users.

16. California Public Records Act Request Related Obligations

16.1 CPRA Request Process

If CDT receives a California Public Records Act (Gov. Code sections 7920.000 et seq.) (CPRA) request for records related to the Services, CDT will make reasonable effort to notify the Ordering Entity of such request prior to responding to the request. After receiving such notification about a CPRA request from CDT, the Ordering Entity will cooperate with CDT to respond to the CPRA request including but not limited to collaborating with CDT to identify any responsive records and providing information and assistance reasonably necessary for CDT to review and respond to a CPRA request and assert any relevant exemptions. It shall be considered a material breach of these TOS if the Ordering Entity fails to cooperate, or to provide the necessary information or assistance to respond to a CPRA request.

16.2 Authorization for Release of Records

By utilizing the Services, the Ordering Entity has deemed to provide authorization to CDT to release or withhold, in CDT's sole discretion, the Ordering Entity and its Users' Prompts, Generated Data and any other confidential or sensitive information related to the Services in response to a valid CPRA request received by CDT.

16.3 Liability

Notwithstanding Section 15 (Limitation of Liability) or Section 21.i (Attorneys' Fees and Costs), the Ordering Entity shall be responsible for any litigation costs and expenses associated with CDT responding to a CPRA request related to Ordering Entity's records.

17. Disclaimers

For avoidance of doubt, the Generated Data provided by Poppy is intended for assistance or informational purposes only and should not be considered authoritative, factual, or a substitute for expert advice as set forth in Section 14 (Limitations of Generated Data). The use of Poppy is at the User and the Ordering Entity's own risk, and Users should verify Generated Data independently.

CDT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES FOR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT ITS USE WILL BE UNINTERRUPTED.

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW (A) GENERATED DATA AND POPPY IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, AND (B) CDT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THIRD-PARTY INTERFACES OR LLMS. CDT 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. CDT DOES NOT WARRANT, AND DISCLAIMS THAT GENERATED DATA IS ACCURATE, COMPLETE, UP TO DATE, OR ERROR-FREE. REFERENCES TO A THIRD PARTY IN THE GENERATED DATA MAY NOT MEAN THEY ENDORSE OR ARE OTHERWISE WORKING WITH CDT.

18. Service Levels

The Services will conform to the service level offerings provided on CDT’s website ([CDT Services Catalog - CDT Services](#)).

19. Term, Suspension and Termination

19.1 Term

These TOS become effective on the date the Services commence (Effective Date) and remain in effective until the date the Services are terminated.

19.2 Termination

Either party may terminate the Services, with or without cause, with 30 days’ prior written notice. Upon termination of the Services, the Ordering Entity may no longer access the Services. CDT will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Ordering Entity may incur as result of such termination. Further, any term that expressly states or by its nature should survive, shall survive any termination.

19.3 Suspension

CDT may suspend access to any portion or all of the Services: (a) CDT reasonably believes or determines that (i) there is a risk to or attack on any of the Services (ii) the Ordering Entity or any User is using the Services in violation of these TOS; or (iii) CDT’s provision of the Services to the Ordering Entity is prohibited by applicable law or LLM provider.

CDT will provide prior written notice of any Service suspension to the Ordering Entity, and resume providing access to the impacted Services, as soon as reasonably possible after the event giving rise to the Service suspension is cured, where curable. CDT will have no

liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Ordering Entity may incur because of a Service suspension.

20. Dispute

The parties shall act in good faith and first attempt to resolve any dispute informally through escalation to its leadership. For any disputes not resolved informally, CDT reserves the right to use any other available legal process to exercise its rights.

21. General Miscellaneous

21.1 Modifications to these TOS and Services

CDT may unilaterally modify these TOS periodically to the extent that such changes are required by law and such changes do not materially decrease or adversely affect the rights of the Ordering Entity.

CDT may unilaterally modify Services from time to time to reflect operational, technological, security, or legal changes to the extent such modifications do not degrade the functionality or security features of the Services. The Ordering Entity will be notified of the material updates to these TOS and the Services, and the Ordering Entity's continued use of the Services will constitute an acceptance of the modified Services and these TOS.

21.2 Notice

Notices under these TOS must be in writing and are deemed given when: (a) received if sent by overnight courier; (b) three (3) business days after mailing by certified or registered mail; or (d) sent by email to the designated email address, with confirmation of transmission. Either party may update its notice address or email by providing Notice under this Section.

CDT Notice Mailing Address and Email Address:

California Department of Technology
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Email Address: CDTGenAllIntakeRequest@state.ca.gov

Ordering Entity Notice Mailing Address and Email Address are included in the ServiceNow request for the Services.

21.3 Electronic Communications

The Ordering Entity agrees to receive electronic communications from CDT based on the Ordering Entity's use of the Services and related to these TOS. Except where prohibited by

applicable law, electronic communications may be sent via email or posted on CDT's website.

21.4 Severability

If any provision of these TOS is unenforceable, invalid, or conflicts with applicable law by a court of competent jurisdiction then such term or provision shall be deemed stricken, without the need for a formal amendment and the remainder of these TOS shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

21.5 Interpretation

The document and section titles are provided for convenience and will not be interpreted. The phrases "including" or "or" are not limiting.

21.6 Complete Integration

These TOS, including any documents incorporated by reference, is intended to be a complete integration, and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of these TOS. No oral understanding or document not incorporated in these TOS is binding on any of the parties.

21.7 Force Majeure

CDT shall not be liable for any excess costs if the failure to perform obligations under these TOS arises from causes beyond the control and without the fault or negligence of CDT. Examples of such causes include but are not limited to: (a) acts of God or of the public enemy; and (b) acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by a LLM provider, subcontractor at any tier, and if the cause is beyond the control of CDT, the LLM provider, and subcontractor, and without the fault or negligence of CDT, the LLM provider or subcontractor, CDT shall not be liable for any excess costs for failure to perform.

21.8 Attorneys' Fees and Cost

In the event of any dispute, claim, or legal action arising out of or relating to these TOS, each party shall bear its own respective attorneys' fees and costs incurred in connection with such matter, except as provided above for CPRA requests.

22. Acknowledgment by Ordering Entity

By acknowledging these TOS, the Ordering Entity accept these TOS.