LANGCHAIN

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") amends and forms part of the agreement between _____ ("**Customer**") and LangChain, Inc. ("**LangChain**") (collectively, "**the parties**") for the provision of certain services to Customer (the "**Agreement**"). This DPA prevails over any conflicting term of the Agreement but does not otherwise modify the Agreement.

1. Definitions

1.1.   In this DPA:

a)   "**Controller**", "**Data Subject**", "**Processing**", "**Processor**", "**Service Provider**", and "**Supervisory Authority**" have the meaning given to them under Data Protection Law (as defined below);

b)   "**Data Protection Law**" means (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (ii) the California Consumer Protection Act (California Civil Code § 1798.100), including as amended by the California Privacy Rights Act (collectively, the "**CCPA**"); and (iii) all laws implementing or supplementing the foregoing and any other applicable data protection or privacy laws of the United States, the European Union, the European Economic Area ("**EEA**"), and their respective Member States, Switzerland and the United Kingdom ("**UK**");

c)   "**Data Subject Rights**" means all rights granted to Data Subjects by Data Protection Law, such as the right to information, access, rectification, erasure, restriction, portability, objection, and not to be subject to automated individual decision-making;

d)   "**Restricted Data Transfer**" means any international transfer of Personal Data that would be prohibited under Data Protection Law in the EEA or UK without implementation of additional safeguards such as Standard Contractual Clauses.

e)   "**Personnel**" means any natural person acting under the authority of LangChain;

f)   "**Personal Data**" means any information that constitutes "personal data" or "personal information" within the meaning of applicable Data Protection Law that LangChain may access in performing the services under the Agreement.

g)   "**Personal Data Breach**" means actual or reasonable degree of certainty of unauthorized destruction, loss, control, alteration, disclosure of, or access to, Personal Data for which LangChain is responsible. Personal Data Breaches do not include unsuccessful access attempts or attacks that do not compromise the confidentiality, integrity, or availability of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

h)   "**Subprocessor**" means a Processor engaged by a Processor to carry out Processing on behalf of a Controller;

i)   "**Standard Contractual Clauses**" means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or replaced from time to time; and

j)   **"UK Addendum"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the UK Information Commissioner for parties making restricted transfers.

1.2.   Capitalized terms used but not defined herein have the meaning given to them in the Agreement.

2. Roles

If Data Protection Law applies to the Processing of Personal Data, the parties agree that LangChain shall process Personal Data only as a Processor acting on behalf of Customer and, with respect to CCPA and other

applicable U.S. state privacy laws, as a service provider, in each case, regardless of whether Customer acts as a Controller or as a Processor on behalf of a third-party Controller with respect to Personal Data.

3. Scope

3.1.	This DPA applies to Processing of Personal Data by LangChain in the context of the Agreement.

3.2.	The subject matter, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects are set out in **Annex I**, which is an integral part of this DPA.

4. Instructions

4.1.	LangChain will only Process Personal Data to provide the services to Customer.

4.2.	It is the parties' intent that LangChain is a Service Provider, and LangChain certifies that it will not (a) "sell" or "share" (as defined in the CCPA) the Personal Data; (b) retain, use, or disclose the Personal Data for any purpose other business purposes specified in the Agreement for Customer, including retaining, using, or disclosing the Personal Data for a commercial purpose, or as otherwise permitted by CCPA; or (c) retain, use, or disclose the Personal Data outside of the direct business relationship between LangChain and Customer; or (d) combine Personal Data that LangChain receives from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party, or collects from its own interaction with the Data Subject, except as permitted under CCPA.

4.3.	Customer's instructions are documented in **Annex I**, the Agreement, and any applicable statement of work.

4.4.	Customer may issue additional instructions to LangChain as it deems necessary to comply with Data Protection Law. Such instructions must be provided to LangChain in writing and acknowledged in writing by LangChain as constituting instructions for purposes of this DPA, and LangChain may charge a reasonable fee to comply with any such additional instructions.

5. Customer Responsibilities

Customer is responsible for the lawfulness of Personal Data processing under or in connection with the services. Customer shall (i) have provided, and will continue to provide all notices and have obtained, and will continue to obtain, all consents, permissions and rights necessary under applicable Data Protection Law for LangChain to lawfully process Personal Data for the purposes contemplated by the Agreement (including this DPA); (ii) make appropriate use of the services to ensure a level of security appropriate to the particular content of the Personal Data; (iii) have complied with all Data Protection Law applicable to the collection of Personal Data and the transfer of such Personal Data to LangChain and its Subprocessors; and (iv) ensure its processing instructions comply with applicable laws (including applicable Data Protection Law).

6. Subprocessing

6.1.	LangChain will provide to Customer prior written notice to engage Subprocessors. Customer hereby authorizes LangChain to engage the Subprocessors listed in **Annex III**.

6.2.	LangChain will inform Customer at least seven (7) days prior to any intended change of Subprocessor, thereby giving Customer the opportunity to object to such change. Customer may only object to the addition of a Subprocessor based on reasonable grounds relating to a potential or actual violation of Data Protection Law by providing written notice detailing the grounds of such objection. Customer and LangChain will work together in good faith to address Customer's objection.

6.3.	LangChain will enter into a written agreement with all Subprocessors which imposes substantially similar obligations on the Subprocessors as this DPA imposes on LangChain.

6.4.	To the extent required by law, LangChain will provide a copy of LangChain's agreements with Subprocessors to Customer upon request. LangChain may redact commercially sensitive information before providing such agreements to Customer.

7. Restricted Data Transfers

7.1.	To the extent required by Data Protection Law in the EEA, by agreeing to this DPA Customer and LangChain conclude module 2 (Controller-to-Processor) of the Standard Contractual Clauses, which are hereby

incorporated by reference and completed as follows: the "data exporter" is Customer; the "data importer" is LangChain; the optional docking clause in Clause 7 is implemented; Clause 9(a) option 1 is implemented and the time period therein is specified as thirty (30) days; the optional redress clause in Clause 11(a) is struck; Clause 13, (a) paragraph 2 is implemented; Clause 17 option 1 is implemented and the governing law is the law of the Republic of Ireland; the court in Clause 18(b) are the Courts of the Republic of Ireland; Annex 1, 2 and 3 to module 2 of the Standard Contractual Clauses are **Annex I, II** and **III** to this DPA respectively.

7.2.   To the extent required by Data Protection Law in the UK, by signing this DPA Customer and LangChain agree to be bound by the UK Addendum. Part 1, table 1 of the UK Addendum will be deemed to be completed like its equivalent provisions in the Standard Contractual Clauses (module 2) in Annex I, Section 1. For the purpose of Part 1, Table 2 of the UK Addendum, the Approved EU SCCs are the Standard Contractual Clauses (module 2) incorporated by reference into this DPA pursuant to Section 7.1 of this DPA. For the purpose of Part 1, Table 3, Annex 1, 2 and 3 to the Standard Contractual Clauses (module 2) are **Annex I, II** and **III** to this DPA respectively. For the purpose of Part 1, Table 4, the party that may end the UK Addendum in accordance with Section 19 of the UK Addendum is the importer. For the purposes of any transfers covered by the Data Protection Law in the UK, the Standard Contractual Clauses (module 2) will be deemed to be amended as set out in Part 2 of the UK Addendum.

8.   Personnel

8.1.   LangChain will take steps to ensure that all Personnel authorized to Process Personal Data are subject appropriate confidentiality arrangements.

8.2.   LangChain will train Personnel regarding the protection of Personal Data.

9.   Security and Personal Data Breaches

9.1.   LangChain will implement technical and organizational measures to protect Personal Data from Personal Data Breaches, such as: (a) encryption of Personal Data; (b) measures to ensure the ongoing confidentiality, integrity, availability, and resilience of Processing; (c) measures to detect Personal Data Breaches in a timely manner; (d) measures to restore the availability and access to Personal Data in a timely manner in the event of an incident; (e) processes for regularly testing, assessing and evaluating the effectiveness of the security measures; and (f) as appropriate, the measures listed in **Annex II**.

9.2.   LangChain will inform Customer without undue delay and within forty-eight (48) hours after becoming aware of a Personal Data Breach. LangChain will inform Customer to the extent possible, of the nature of the Personal Data Breach, the categories and number of Data Subjects, the categories and amount of Personal Data, the likely consequences of the Personal Data Breach, and the measures taken or proposed to be taken to address the Personal Data Breach and mitigate possible adverse effects.

9.3.   LangChain's notification of or response to a Personal Data Breach under Section 9.2 will not be construed as an acknowledgement by LangChain of any fault or liability with respect to the Personal Data Breach.

9.4.   Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Personal Data Breach(s).

10. Assistance

10.1.   LangChain will reasonably assist Customer, including by implementing appropriate technical and organizational measures, with the fulfilment of Customer's own obligations under Data Protection Law, including: (a) complying with Data Subjects' requests to exercise Data Subject Rights; (b) replying to inquiries or complaints from Data Subjects; (c) replying to investigations and inquiries from Supervisory Authorities; (d) conducting data protection impact assessments, and prior consultations with Supervisory Authorities; and (e) notifying Personal Data Breaches. Customer agrees to submit any data deletion requests through LangChain's online form linked here. For other requests, Customer agrees to contact support@langchain.dev, and any requests will be processed by LangChain in accordance with its standard policies.

10.2.   Unless prohibited by Data Protection Law, LangChain will inform Customer as soon as reasonably practicable if LangChain: (a) receives a request, complaint or other inquiry regarding the Processing of Personal Data from a Data Subject or Supervisory Authority; (b) receives a binding or non-binding request to disclose

Personal Data from law enforcement, courts or any government body; (c) is subject to a legal obligation that requires LangChain to Process Personal Data in contravention of Customer's instructions; or (d) is otherwise unable to comply with Data Protection Law or this DPA.

10.3.   Unless prohibited by Data Protection Law, LangChain will obtain Customer's written authorization before responding to, or complying with any requests, orders, or legal obligations referred to in Section 10.2.

11. Accountability

11.1.   LangChain will maintain records of all Processing of Personal Data, including at a minimum the categories of information required under Data Protection Law, and will provide a copy of such records to Customer upon request.

11.2.   LangChain will inform Customer without undue delay if LangChain believes that an instruction of Customer violates Data Protection Law, in which case LangChain may suspend the Processing until Customer has modified or confirmed the lawfulness of the instructions in writing.

12. Audit

12.1.   Upon Customer's prior written request, and no more than once in a calendar year, LangChain will make available to Customer the required information reasonably necessary to demonstrate compliance with the obligations of Data Protection Law and this DPA. LangChain shall provide additional information as reasonably necessary to allow for and contribute to audits, including inspections, conducted by a Supervisory Authority, Customer or another auditor mandated by law.

12.2.   If a third party is to conduct the audit, LangChain may object to the auditor if the auditor is, in LangChain's reasonable opinion, not suitably qualified or independent, a competitor of LangChain or otherwise manifestly unsuitable. Such objection by LangChain will require Customer to appoint another auditor or conduct the audit itself.

12.3.   The audit must be conducted during regular business hours at the applicable facility, subject to an audit plan agreed to between the parties at least two weeks in advance and LangChain's health and safety or other relevant policies, and may not unreasonably interfere with LangChain's business activities.

12.4.   If Customer's requested audit scope is addressed in an audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request and LangChain confirms there are no known material changes in the controls audited, Customer agrees to accept those findings in lieu of requesting an audit of the controls covered by the report.

12.5.   Any Customer-requested audits are at Customer's expense. Customer shall reimburse LangChain for any time expended by LangChain or its Subprocessors in connection with any Customer-requested audits or inspections at LangChain's then-current professional services rates, which shall be made available to Customer upon request.

12.6.   Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA. The audit reports are confidential information of the parties under the terms of the Agreement.

13. Liability

The total combined liability of either party and its affiliates towards the other party and its affiliates, whether in contract, tort or any other theory of liability, under or in connection with Agreement and this DPA combined, will be limited to limitations on liability or other liability caps agreed to by the parties in the Agreement.

14. Confidentiality

LangChain will keep all Personal Data and all information relating to the Processing thereof, in strict confidence.

15. Analytics

Customer acknowledges and agrees that LangChain may create and derive from Processing related to the services anonymized and/or aggregated data that does not identify Customer or any natural person, and use, publicize or share with third parties such data to improve LangChain's products and services and for its other legitimate business purposes.

16. Notifications

LangChain will make all notifications required under this DPA as agreed to in the Agreement or the then established daily point of contact with the Customer.

17. Term and Duration of Processing

17.1.   The Processing will last no longer than the term of the Agreement.

17.2.   Upon termination of the Processing, LangChain will, at Customer's choice, delete or return all Personal Data and will delete all remaining copies as soon as is reasonably practicable after confirmation of Customer's choice (or earlier as agreed to between the parties).

17.3.   This DPA is terminated upon LangChain's deletion of all remaining copies of Personal Data in accordance with Section 17.2.

18. Modification of this DPA

This DPA may only be modified by a written amendment signed by both Customer and LangChain. In the event any changes to this DPA are required by Data Protection Laws, the Parties agree to negotiate any such required changes in good faith.

19. Invalidity and Severability

If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

Accepted and agreed to by the authorized representative of each party:

Customer

_____
Authorized Signature

_____
Name

_____
Title

_____
Date

LangChain, Inc.

Jessica Ou
_____
Authorized Signature

Jessica Ou
_____
Name

Finance and Operations Manager
_____
Title

10/2/2024
_____
Date

ANNEX I

A. LIST OF PARTIES

Customer is the Controller and the data exporter and LangChain is the Processor and the data importer.

B. DESCRIPTION OF TRANSFER

Subject Matter	LangChain's provision of the services to Customer.
Duration of the Processing	For the term of the Agreement and as required under applicable law.
Nature and Purpose of the Processing	LangChain will process Customer's Personal Data for the purposes of providing the services to Customer in accordance with the DPA.
Processing Locations	United States (for LangSmith U.S.), The Netherlands (for LangSmith E.U.)
Frequency of the Processing	Continuous.
Data Subjects	Customers' employees, agents, or contractors who access or use LangChain's products and services ("**Product Users**"). Customer's customers or end users ("**End Users**").
Categories of Data	Product Users: Email address and billing information. End Users: As determined by Customer through use of LangChain's products and services.
Sensitive Data Processed	The services are not intended to Process special categories of data unless otherwise agreed to in a signed amendment to this Annex.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is the Irish Data Protection Commission.

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ANNEX II

LangChain maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of LangChain's business; (b) the type of information that LangChain will store; and (c) the need for security and confidentiality of such information.

LangChain's security program is described at https://smith.langchain.com/data-security-policy.pdf.

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ANNEX III

List of Subprocessors

Customer authorizes LangChain to use the following Subprocessors listed here: https://trust.langchain.com/

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