

LANGCHAIN

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms an integral part of the agreement between _____ (“**Customer**”) and LangChain, Inc. (“**LangChain**”) (each a “**party**” and collectively, “**the parties**”) for the provision of certain services to Customer (the “**Agreement**”) and is hereby incorporated by reference into the Agreement.

1. Definitions

1.1. In this DPA:

- a) “**Controller**”, “**Data Subject**”, “**Processing**”, “**Processor**”, and “**Supervisory Authority**” have the meaning given to them under Data Protection Law (as defined below) and “**Business**” and “**Service Provider**” shall have the meaning given to them under the CCPA (as defined below);
- b) “**Data Protection Law**” means, as applicable to the Processing of Personal Data hereunder, (i) the General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”); (ii) the UK Data Protection Act 2018 and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**” and together with the EU GDPR, the “**GDPR**”) (iii) the California Consumer Privacy Act (California Civil Code § 1798.100 et seq.), including as amended by the California Privacy Rights Act (collectively, the “**CCPA**”); (iv) the Swiss Federal Act on Data Protection (“**FADP**”); and (v) all laws implementing or supplementing the foregoing and any other applicable data protection or privacy laws of the United States, the European Union (“**EU**”), the European Economic Area (“**EEA**”), and their respective Member States, Switzerland and the United Kingdom (“**UK**”), in each case as updated, amended or replaced from time to time;
- c) “**Data Subject Rights**” means all rights granted to Data Subjects by Data Protection Law, which may include depending on the circumstances the right to information, access, rectification, erasure, restriction, portability, objection, and not to be subject to automated individual decision-making;
- d) “**Personnel**” means any natural person acting under the authority of LangChain;
- e) “**Personal Data**” means any information that constitutes “personal data” or “personal information” within the meaning of applicable Data Protection Law that forms part of Customer Data and that LangChain Processes on behalf of Customer in performing the services under the Agreement.
- f) “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by LangChain..
- g) “**Restricted Data Transfer**” means any international transfer of Personal Data that would be prohibited under Data Protection Law in the EEA, the UK, or Switzerland without implementation of additional safeguards such as Standard Contractual Clauses.
- h) “**Services**” means the services that are ordered by Customer from LangChain involving the Processing of Personal Data on behalf of Customer.
- 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;
- j) “**Subprocessor**” means a Processor engaged by LangChain to carry out Processing of Personal Data in providing the Services; and

- k) **“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

2.1. 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, as a Service Provider, in each case, regardless of whether Customer acts as a Controller (or Business) or as a Processor (or Service Provider) on behalf of a third-party Controller (or Business) with respect to Personal Data.

2.2. Each party will comply with Data Protection Law applicable to it in its respective role.

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 in accordance with Customer's documented lawful instructions (including as set forth in this DPA, the Agreement, or pursuant to Customer's use of the Services) or as necessary to comply with applicable laws to which LangChain is subject. Where reasonably practicable, LangChain will inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. 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.

4.2. LangChain will not (a) “sell” (as defined in Data Protection Law) or “share” (as defined in the CCPA) the Personal Data; (b) retain, use, or disclose the Personal Data for any purpose other than the business purposes specified in the Agreement, or as otherwise permitted by Data Protection Law; (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, a third party, or collects from its own interaction with the Data Subject, except as permitted under Data Protection Law.

5. Customer Responsibilities

5.1. Customer is responsible for the lawfulness of Personal Data Processing under or in connection with the Services, except for unauthorized Processing by LangChain in violation of this DPA. 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 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. Customer hereby grants LangChain its general prior authorization to engage Subprocessors, including the Subprocessors listed in **Annex III** (the **“Subprocessor List”**), as may be updated by LangChain from time to time.

- 6.2. Provided that Customer subscribes to updates using the mechanism provided at the Subprocessor List website (as specified in Annex III), LangChain will inform Customer of any addition or replacement of Subprocessors at least seven days prior to such new Subprocessor(s) Processing Personal Data, thereby giving Customer the opportunity to object to such change. Customer may only object to the addition of a Subprocessor within seven days of LangChain's update based on reasonable grounds relating to a Subprocessor's ability to protect Personal Data in accordance with Data Protection Law by providing written notice detailing the grounds of such objection. If Customer does not timely object to a new Subprocessor, the Subprocessor is deemed accepted. If Customer timely objects, Customer and LangChain will work together in good faith to address Customer's objection. If the objection has not been resolved to the reasonable satisfaction of the parties, each party acting reasonably and in good faith, within thirty (30) days of LangChain's receipt of Customer's objection notice, then either party may terminate the Agreement with respect to the Services that cannot be provided without the use of the new Subprocessor and in such case, Customer will be refunded any pre-paid fees for the applicable subscriptions or order forms to the extent they cover periods following the date of such termination. Such termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.
- 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 Data Protection 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. Any agreements provided are the Confidential Information of LangChain under the Agreement.

7. Personal Data Transfers

- 7.1. To the extent the transfer of Personal Data from Customer to LangChain involves a Restricted Data Transfer, the parties agree as follows:
- a) 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 deleted; Clause 9(a) option 2 is implemented and the time period therein is as specified in this DPA; the optional redress clause in Clause 11(a) is deleted; 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 and II and III** to this DPA.
 - b) 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 and II and III** to this DPA. 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.
 - c) To the extent required by Data Protection Law in Switzerland, the EEA Standard Contractual Clauses apply to the transfer as set forth in Section 7.1 of this DPA except that: in Clause 13, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner if the transfer is governed by the FADP; references to "Member State" in the Standard Contractual Clauses refer to Switzerland, and Data Subjects located in Switzerland may exercise and enforce their rights under the Standard Contractual Clauses in Switzerland; and

references to the “General Data Protection Regulation,” “Regulation 2016/679,” and “GDPR” in the EEA Standard Contractual Clauses refer to the Swiss Federal Act on Data Protection (as amended or replaced).

- 7.2. Customer agrees that LangChain may make onward transfers of Personal Data to other countries in connection with its performance under the Agreement, provided that such onward transfers comply with Data Protection Law.

8. Personnel

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

9. Security and Personal Data Breaches

- 9.1. LangChain will implement technical and organizational measures designed to protect Personal Data from Personal Data Breaches and at a minimum those measures listed in **Annex II**. LangChain may update such security measures from time to time, provided the updated measures do not materially decrease the overall protection of Personal Data.
- 9.2. LangChain will inform Customer without undue delay 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). Except to the extent required by applicable law, LangChain will not notify Data Subjects or regulators of a Personal Data Breach in a way that identifies Customer without first informing Customer.

10. Assistance

- 10.1. Taking into account the Processing and the information available to LangChain and to Customer, LangChain will reasonably assist Customer with the fulfilment of Customer's own obligations under Data Protection Law in respect of: (a) complying with Data Subjects' requests to exercise Data Subject Rights; (b) replying to investigations and inquiries from Supervisory Authorities; and (d) conducting data protection impact assessments and prior consultations with Supervisory Authorities.
- 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) makes a determination that LangChain 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. Audit

- 11.1. LangChain uses external auditors to assess the adequacy of its security measures with respect to Personal Data. Such audits are performed at least once annually at LangChain's expense by independent third-party security professionals at LangChain's selection and result in the generation of a confidential audit report (“**Audit Report**”). Upon Customer's written request, LangChain will provide

Customer with a copy of its latest Audit Report at no cost to Customer, up to once per year. To the extent permitted by Data Protection Law, Customer agrees that the Audit Reports will be used to satisfy any audit or inspection request by or on behalf of Customer in relation to Data Protection Law, this DPA, and/or the Agreement

- 11.2. To the extent that an Audit Report is not available, or where otherwise required by Data Protection Law, upon Customer's prior written request, and no more than once in a calendar year, (a) LangChain will make available to Customer the required information reasonably necessary to demonstrate compliance with the obligations of Data Protection Law and this DPA; and (b) to the extent required by Data Protection Law, LangChain and Customer may mutually agree to an audit plan that: (a) ensures the use of an independent third party; (b) provides notice to LangChain in a timely fashion, but at a minimum 30 days' notice; (c) requests access only during business hours; (d) occurs no more than once annually; (e) restricts findings to only Personal Data relevant to Customer; and (f) obligates Customer and its auditors, to the extent permitted by law or regulation, to keep confidential any information gathered as LangChain's Confidential Information under the confidentiality provisions of the Agreement..
- 11.3. 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.
- 11.4. Customer may use any information received or collected pursuant to this section, including Audit Reports, (collectively "**Audit Materials**") only for the purposes of meeting Customer's obligations under Data Protection Law and/or confirming compliance with the requirements of this DPA. To the extent permitted by Data Protection Law, the Audit Materials will be LangChain's Confidential Information under the confidentiality provisions of the Agreement.

12. Liability

- 12.1. To the maximum extent permitted by law, 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 (including under the Standard Contractual Clauses) combined, is subject to the limitations and exclusions on liability agreed to by the parties in the Agreement. The foregoing shall not limit the rights of Data Subjects pursuant to Data Protection Law.

13. Term; Data Return and Destruction

- 13.1. This DPA will remain in full force and effect so long as LangChain retains Personal Data in its custody or control.
- 13.2. Upon termination of the Agreement, LangChain will delete or return all Personal Data as set forth in the Agreement. Notwithstanding the foregoing, LangChain may retain Personal Data in its ordinary course archival backups or as required by law, provided that: (i) LangChain operates and complies with a reasonable data archive and retention policy with a schedule for deletion and (ii) this DPA will continue to apply to Personal Data until it is so deleted.

14. Miscellaneous

- 14.1. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the Processing of Personal Data. In the event of any conflict between the terms of the Agreement and the Standard Contractual Clauses, the terms of the applicable Standard Contractual Clauses shall prevail to the extent of such conflict.
- 14.2. If, at any time during the term of the Agreement, any Supervisory Authority or other competent governmental or regulatory entity holds that the Standard Contractual Clauses incorporated in this DPA

no longer constitute a valid transfer mechanism, the parties will cooperate in good faith to implement an alternative transfer mechanism.

14.3. This DPA may only be modified by a written amendment signed by both Customer and LangChain.

14.4. 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, all provisions not affected by such invalidity or unenforceability will remain in full force and effect, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5. Except where and to the extent required as a matter of Data Protection Law or the Standard Contractual Clauses, this DPA does not confer any third-party beneficiary rights; it is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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

Customer: _____

Authorized Signature

Name

Title

Date

LangChain Inc.

Nikolai Zavas

Authorized Signature

Nikolai Zavas

Name

Head of Commercial Legal

Title

October 31, 2025

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 plus the period from the expiry or termination of the Agreement until deletion of all Personal Data by LangChain in accordance with the Agreement.
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, and as otherwise permitted by, the Agreement, and for any disclosures compelled by law.
Frequency of the Processing	Continuous.
Data Subjects	Data Subjects include the individuals whose Personal Data is provided to LangChain through the Services by or at the direction of Customer, which may include, but is not limited to Personal Data relating to users, employees, agents, contractors, customers, or other individuals whose Personal Data may be submitted to the Services, the extent of which is determined and controlled by Customer in its sole discretion depending on its use of the Services.
Categories of Data	Personal Data relating to individuals provided to LangChain via the Services, by or at the direction of Customer, the extent of which is determined and controlled by Customer in its sole discretion depending on its use of the Services. Categories of Personal Data may include, but is not limited to Personal Data relating to the following categories of Personal Data: Name, email address, and similar user contact information.
Sensitive Data Processed	Customer may submit special categories of data to the Services and/or LangChain may create special categories of data within the Services, the extent of which is determined and controlled by Customer in its sole discretion depending on its use of the Services.
Subprocessors	Subprocessors will Process Personal Data (1) for purposes of performing the Services pursuant to the Agreement and (2) for the duration of the Agreement plus any retention period specified in this DPA, unless otherwise agreed in writing.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is the Irish Data Protection Commission.

ANNEX II

LangChain maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards designed to protect Personal Data and comply with Data Protection Law.

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

LangChain may update such security measures from time to time, provided the updated measures do not materially decrease the overall protection of Personal Data.

ANNEX III

List of Subprocessors

Customer authorizes LangChain to use the Subprocessors specified at <https://trust.langchain.com/subprocessors>.