LangChain Terms of Service

Last Updated: August 31, 2023.

These Terms of Service (this "***Agreement***") are entered into by and between LangChain Inc., a Delaware corporation ("***LangChain***"), and the entity or person accessing or using the LangSmith Platform ("***Customer***" or "***you***"). This Agreement consists of the terms and conditions set forth below and any Order Forms that reference this Agreement. If you are accessing or using the LangSmith Platform on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" reference your company.

Please note that LangChain may modify the terms and conditions of this Agreement in accordance with Section 8.4 (Amendment; Waiver).

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE LANGSMITH PLATFORM, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE LANGSMITH PLATFORM. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

1.   Definitions

The following terms, when used in this Agreement will have the following meanings:

"***Affiliates***" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, "***Control***" means beneficial ownership of 50% or more of the voting power or equity in an entity.

"***Confidential Information***" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"***Documentation***" means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by LangChain for the LangSmith Platform.

"***LangChain Distributed Code***" means any software code provided by LangChain to Customer for use in connection with the LangSmith Platform, other than LangChain OSS Code.

"***LangChain OSS Code***" means any software code made available by LangChain under an open source license, including at https://github.com/langchain-ai/langchain.

"***LangSmith Platform***" means LangChain's application development platform for monitoring, testing, and debugging large language models applications, which may be provided both as a cloud offering or on-premise (including local) deployment.

"**Order Form**" means any LangChain online sign-up, order form, statement of work, service addendum or other sign-up flow that references this Agreement.

"**Third-Party Product**" means any applications, integrations, software, code, online services, systems, or other products not developed by LangChain.

2.   LangSmith Platform

2.1   Account Registration. Customer may need to register for a LangChain account in order to use the LangSmith Platform. Account information must be accurate, current, and complete. Customer agrees to keep this information up-to-date so that LangChain may send notices, statements, and other information by email or through Customer's account. Customer must ensure that any user IDs, passwords, and other access credentials for the LangSmith Platform are kept strictly confidential and not shared with any unauthorized person.

2.2   License to LangSmith Platform. Subject to the terms and conditions of this Agreement, LangChain hereby grants Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the LangSmith Platform set forth in the corresponding Order Form for its internal business purposes. To the extent LangChain has provided Customer with any LangChain Distributed Code, rights granted in this Section further include the right to install and run the relevant LangChain Distributed Code in connection with Customer's use of the LangSmith Platform.

2.3   Free Access Subscriptions. LangChain may provide Customer with the LangSmith Platform for free or on a trial basis ("**Free Access Subscriptions**"). LangChain makes no promises that any Free Access Subscriptions will be made available under the same commercial or other terms. LangChain may terminate Customer's right to use any Free Access Subscriptions at any time in LangChain's sole discretion without liability; provided that LangChain will use commercially reasonable efforts to provide Customer fifteen (15) days' written notice (email to suffice) if LangChain elects to institute a fee for Customer's access to the LangSmith Platform or terminate Customer's Free Access Subscription without cause. Any Free Access Subscriptions are provided by LangChain "AS-IS" and without any representations, warranties, performance or data security guarantees or support obligations.

2.4   License Keys. Certain portions of the LangSmith Platform or LangChain Distributed Code may require an authorized license key from LangChain. The license key may impose limits on the use of the LangSmith Platform or LangChain Distributed Code, such as the license term or number of authorized users. Customer is solely responsible for maintaining active license key(s) to ensure continued access and use of the corresponding features of the LangSmith Platform or LangChain Distributed Code, and LangChain reserves the right to suspend access in the event Customer's license key(s) are invalid or expired.

2.5   Customer Limitations. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the LangSmith Platform; (b) attempt to probe, scan or test the vulnerability of the LangSmith Platform, breach the security or authentication measures of the LangSmith Platform without proper authorization or willfully render any part of the LangSmith Platform unusable; (c) use or access the LangSmith Platform to develop a product or service that is competitive with LangChain's products or services or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the LangSmith Platform or otherwise offer the LangSmith Platform on a standalone basis; (e) upload any information that constitutes "personal information", "personal data" or "personally identifiable information" as defined in applicable laws; (f) use the LangSmith Platform for applications in which the failure of

the LangSmith Platform could lead directly to death, personal injury, or severe physical or environmental damage ("***High Risk Activities***") or (g) otherwise use the LangSmith Platform in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form (collectively, the "***License Restrictions***").

2.6   Customer Responsibilities. Customer will (i) be responsible for all use of the LangSmith Platform under its account, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LangSmith Platform and notify LangChain promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the LangSmith Platform; (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the LangSmith Platform, including as set forth in the Documentation; and (iv) obtaining all rights, consents, and permissions necessary for LangChain to process any Customer Data (as defined below) in connection with the activities contemplated under this Agreement. Customer will be solely responsible for its failure to maintain such equipment, software and services, and LangChain will have no liability for such failure (including under any service level agreement).

2.7   Third-Party Products. If Customer uses Third-Party Products in connection with the LangSmith Platform (such as through integrations made available by LangChain), Customer agrees and acknowledges that LangChain does not warrant or support Third-Party Products and disclaims all responsibility and liability for these items and their use in connection with the LangSmith Platform.

2.8   Affiliates. Any Affiliate of Customer will have the right to enter into an Order Form executed by such Affiliate and LangChain and this Agreement will apply to each such Order Form as if such Affiliate were a signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity that executes such Order Form, and no other Customer entity has any liability or obligation under such Order Form.

3.   Fees

3.1   Fees. To the extent any portions of the LangSmith Platform (including related support or other ancillary services) are made available for a fee, Customer will pay LangChain the amounts as set forth in the Order Form. Except as otherwise specified herein or in any applicable Order Form, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

3.2   Credit Card Payment Terms. If Customer elects to pay via credit card, then Customer is responsible for either (a) enabling auto-recharge on Customer's payment instrument or (b) ensuring that Customer's payment instrument has a sufficient positive balance to cover all fees due. If, for any reason, Customer has a negative balance on its payment account, then LangChain reserves the right to suspend access to the paid services until all fees are paid in full. Customer hereby authorizes LangChain to charge Customer's designated credit card account (or other means of payment) for the fees set forth in the corresponding Order Form.

3.3   Invoicing Payment Terms. If Customer elects to receive invoices and LangChain approves Customer for the same, then invoices will be sent to via email in accordance with the Order Form. Except as otherwise set forth in an Order Form, Customer will make all of the undisputed fees hereunder within thirty (30) days of the date of the invoice.

3.4   Suspension; Late Payment. LangChain may suspend access to the LangChain Service immediately upon notice if Customer fails to pay any amounts hereunder at thirty (30) days past the applicable due date. If LangChain has not received payment within thirty (30) days after the applicable due date, interest will accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by LangChain. In addition, Customer will be liable to LangChain for all costs incurred by LangChain in its collection of any amounts owed by Customer, which are not paid when due, including, without limitation, collection agency fees or reasonable attorneys' fees and expenses.

3.5   Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "*Taxes*"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of LangChain. Customer will not withhold any taxes from any amounts due to LangChain.

4.   Proprietary Rights and Confidentiality

4.1   Customer Data. Customer shall retain all right, title and interest to all data and information uploaded or provided by Customer to LangChain in connection with its use of the LangSmith Platform ("*Customer Data*"). Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit LangChain to use the same as contemplated hereunder. LangChain agrees that it will not use Customer Data to develop or improve its products and services.

4.2   Data Security. LangChain will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer Data (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data, including the security measures described at https://smith.langchain.com/data-security-policy.pdf, which may be updated by LangChain from time to time.

4.3   Proprietary Rights. As between the parties, LangChain exclusively owns all right, title and interest in and to the LangSmith Platform, LangChain Distributed Code, LangChain OSS Code, System Data and LangChain's Confidential Information ("*LangChain Materials*"). Customer exclusively owns all right, title and interest in and to the applications it develops using the LangSmith Platform (excluding any LangChain Materials). "*System Data*" means data collected by LangChain regarding the LangSmith Platform that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the LangSmith Platform.

4.4   Feedback. Customer may from time to time provide LangChain suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("*Feedback*") with respect to the LangSmith Platform. LangChain will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. LangChain will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

4.5   Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as

required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

5. Disclaimers

5.1   EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANGCHAIN DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING USE IN CONNECTION WITH ANY HIGH RISK ACTIVITIES. LANGCHAIN DOES NOT REPRESENT OR WARRANT THAT THE LANGSMITH PLATFORM WILL BE ERROR-FREE, AND LANGCHAIN EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE LANGSMITH PLATFORM. LANGCHAIN IS NOT RESPONSIBLE OR LIABLE FOR ANY PRODUCTS OR SERVICES NOT PROVIDED BY LANGCHAIN (INCLUDING ANY THIRD-PARTY PRODUCTS), AND DOES NOT GUARANTEE THE CONTINUED AVAILABILITY THEREOF OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS SOLE DISCRETION.

6. Limitation of Liability; Indemnification

6.1   Limitation of Liability.   UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL (A) LANGCHAIN BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF LANGCHAIN HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) LANGCHAIN BE LIABLE FOR ANY AGGREGATE DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM, OR ONE HUNDRED DOLLARS ($100.00), WHICHEVER IS GREATER.

6.2   Indemnification.   Customer agrees to defend, indemnify, and hold harmless LangChain from and against any claims, actions or demands, including, without limitation, all related liabilities, damages, costs, expenses, and reasonable legal and accounting fees, arising or resulting from Customer's breach of the Agreement or Customer's access to, use or misuse of the LangSmith Platform. LangChain shall provide notice to Customer of any such claim, suit, or proceeding. LangChain reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section. In such case, Customer agrees to cooperate with any reasonable requests assisting LangChain's defense of such matter.

7. Term; Termination

7.1   Paid Subscription or Services.   If Customer has purchased any products, support, or services from LangChain pursuant to an Order Form, this Agreement will be in effect for the term set forth in the Order Form. Unless otherwise agreed upon by the parties in writing, Customer's Order Form automatically renew for additional, successive renewal terms of equal length unless either party provides the other party with written

notice of non-renewal at least (30) days before the end of the then-current renewal term. In addition, each party may each terminate this Agreement if the other party fails to cure any material breach of this Agreement (including a failure to pay undisputed fees) within thirty (30) days after written notice detailing the breach.

7.2　　Free Access Subscriptions. If Customer is accessing the LangSmith Platform via a Free Access Subscription and has not otherwise agreed to purchase any other support or services, each party may terminate this Agreement upon written notice to the other party.

7.3　　Effect of Termination; Survival. Upon termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the License Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below. To the extent LangChain has provided Customer with any LangChain Distributed Code, Customer must stop using any installed LangChain Distributed Code within 60 days of termination this Agreement and must destroy any copies of LangChain's Confidential Information within Customer's control.

8.　　General

8.1　　Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the LangSmith Platform.

8.2　　Publicity. Customer agrees that LangChain may refer to Customer's name, logo, and trademarks in LangChain's marketing materials and website; however, LangChain will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email) not to be unreasonably delayed.

8.3　　Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

8.4　　Amendment; Waiver. LangChain reserves the right in its sole discretion and at any time and for any reason to modify this Agreement. Any modifications to this Agreement shall become effective upon the date of posting. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

8.5　　Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

8.6　　Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in

accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

8.7   Governing Law. This Agreement will be governed by the laws of the State of Delaware, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

8.8   Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the Customer may be sent to the address listed on the Customer's applicable Order Form or email address provided by Customer when Customer creates its LangSmith Platform account. Notices to LangChain must be sent to the following: LangChain Inc., 42 Decatur St., San Francisco, CA 94103, Attn: Legal.

8.9   Entire Agreement. This Agreement comprises the entire agreement between Customer and LangChain with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by LangChain, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

8.10   Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

8.11   Government Terms. LangChain provides the LangSmith Platform, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the LangSmith Platform, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The LangSmith Platform was developed fully at private expense.