

### LangChain Order Summary

<b>Start Date</b>	Upon execution of this Order Form	
<b>Payment Terms</b>	Due upon receipt	
<b>Subscription Term</b>	12 months, which will automatically renew for an additional 12 months unless a party provides written notice of non-renewal at least 30 days before the term end	
<b>Products &amp; Premium Services</b>	<p>LangSmith Observability, LangSmith Evaluations &amp; LangSmith Deployment &amp; Agent Builder - Self-Hosted (in Customer's Cloud)</p> <p><i>Premium Package:</i></p> <ul style="list-style-type: none"> <li>• <i>Communication: Shared Slack or Teams channel</i> <ul style="list-style-type: none"> <li>○ <i>See Exhibit A for more details</i></li> </ul> </li> <li>• <i>Support: Premium SLA Response times</i> <ul style="list-style-type: none"> <li>○ <i>24x7 coverage for Sev 1 and Sev 2 requests</i></li> <li>○ <i>See Exhibit A for more details</i></li> </ul> </li> <li>• <i>Enablement: Up to <b>Three (3)</b> hours of instructor-led training per annum</i> <ul style="list-style-type: none"> <li>○ <i>See Exhibit B for more details on enablement sessions</i></li> </ul> </li> <li>• <i>Advisory: Up to <b>Twelve (12)</b> hours of LangChain AI Specialist's time per annum on best practices in agent development to operationalization</i> <ul style="list-style-type: none"> <li>○ <i>See Exhibit C for more details on advisory scope</i></li> </ul> </li> </ul>	
<b>Support</b>	See Exhibits A, B, C	
<b>Fees</b>	<b>LangChain Usage Credits: \$150,000</b>	
	<b>Unit</b>	<b>Rate</b>
	Traces	\$0.01 per Trace
	Deployment Runs	\$0.01 per Deployment Run
	Agent Builder Runs	\$0.10 per Agent Builder Run
	<b>Associated Product</b>	
		LangSmith Observability and LangSmith Evaluations
		LangSmith Deployment
		Agent Builder
	<p><i>Customer will pre-purchase a fixed dollar amount of LangChain Usage Credits. This committed spend will be consumed according to the rates set forth in the table above. LangChain Usage Credits can be applied towards usage of LangSmith Observability, LangSmith Evaluations, LangSmith Deployments, and/or Agent Builder and will expire at the end of the initial Subscription Term. Once all LangChain Usage Credits have</i></p>	

	<p><i>been consumed, Customer will be charged for their excess consumption at the same pre-negotiated rates, billed monthly in arrears.</i></p> <p>For clarity, the pricing and payment terms set forth in this Order Form shall control and supersede any pricing dimensions or terms displayed in the AWS Marketplace Pricing interface, which are provided solely for AWS Marketplace invoicing and payment processing purposes.</p>
<p><b>Additional Terms</b></p>	<p>Customer agrees to use of their logo on LangChain’s website at <a href="http://www.langchain.com">www.langchain.com</a>.</p>
<p><b>Definitions</b></p>	<p><i>LangChain Usage Credits:</i> A pre-purchased amount that gives the Customer the right to consume LangSmith Observability, LangSmith Evaluations, LangSmith Deployment, and/or Agent Builder capabilities at pre-negotiated rates. LangChain Usage Credits expire at the end of the Subscription Term.</p> <p><i>Agent Builder Run:</i> An Agent Builder Run is one invocation of an Agent Builder–created agent initiated by the receipt of a message or event, whether triggered automatically or sent manually. This includes messages via configured triggers (including third-party integrations or other connected services) and messages sent directly through the Agent Builder user interface (e.g., chat). An Agent Builder Run is counted if the invocation succeeds or is interrupted. Resuming execution after a human-in-the-loop interruption constitutes a separate Agent Builder Run. Invocations that fail do not count as an Agent Builder Run.</p> <p><i>Deployment Run:</i> A Deployment Run is one complete invocation of a LangSmith Deployment Agent whether initiated within a LangSmith Deployment Application or through the Ancillary Software, consisting of execution from the start Node to the end Node. For purposes of calculating Subscription Metrics, an Deployment Run is counted regardless of whether the invocation succeeds, fails, or is interrupted. Nodes and subgraphs executed within a single invocation are counted as part of the same Deployment Run. Resuming execution after a human-in-the-loop interruption constitutes a separate Deployment Run. Where a LangSmith Deployment agent invokes another agent (e.g., through RemoteGraph or the Ancillary Software), each invocation is counted as a separate Deployment Run and is billed to the Customer deployment hosting the agent being called.</p> <p><i>Traces:</i> A Trace is one complete invocation of an application chain or agent (including subgraph agents), evaluator run, or playground run in LangSmith.</p>
<p><b>Amount Due</b></p>	<p>\$150,000 due upon execution of Order Form</p>
<p><b>AWS Marketplace Terms</b></p>	<p>Notwithstanding any pricing dimensions, terms, or other information displayed in the AWS Marketplace Pricing interface, LangChain and Customer agree that this Order Form, together with LangChain's Terms of Service (below), constitutes the complete agreement governing Customer's use of the Licensed Platform.</p> <p>This Order Form and the Terms of Service shall be deemed fully binding upon execution of this Order Form, including via Customer's acceptance of the AWS Marketplace Offer corresponding to this Order Form. Any pricing dimensions or terms provided in the AWS Pricing interface (including any placeholder or nominal unit pricing) are for AWS billing processing only and do not modify, affect, or supersede the pricing, fees, terms, or conditions set forth in this Order Form or the Agreement. In the event of any conflict between the terms of the AWS Marketplace listing or pricing</p>



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	dimensions and this Order Form or the Agreement, the terms of this Order Form shall control.
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*The charges set forth on this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of any such applicable taxes, levies, or duties.*

*This Order Form is governed by LangChain's Terms of Service (<https://www.langchain.com/terms-of-service>), unless the parties have entered into a separately executed written agreement governing Customer's use of LangChain's products and services, in which case such executed agreement shall control (the "Agreement"). By executing this Order Form, including via acceptance of the AWS Marketplace Offer corresponding to this Order Form, Customer agrees to be bound by the terms and conditions of the Agreement.*

## Exhibit A Premium Service Level Support Terms

1. **Maintenance.** Provider will make available to Customer as part of the Solution, all generally available enhancements, updates and bug fixes to the Solution.
2. **Support.** Provider is available to receive product support inquiries via support processes made available 24 hours per day for Sev 1 and Sev 2. Sev 3 and Sev 4 requests will be handled within business hours as defined as 8:00am - 8:00pm Monday through Friday EST/EDT (excluding US Federal Holidays as defined at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>)
3. **Classification of Problems.** Provider shall classify each problem encountered by Customer according to the following definitions and will use reasonable commercial efforts to address the problem in accordance with such classification according to the table below.

### SEVERITY LEVELS AND RESPONSE TIMES

Severity	Definition	Response time SLA
Sev 1	Total outage or failure rendering use of the Service impossible.	Within 30 minutes
Sev 2	Severe degradation without a workaround when the overall Service remains operational.	Within 2 hours
Sev 3	Partial functionality issues or non-blocking bugs in Services.	Within 8 business hours
Sev 4	Error with low-to-no impact on the access to or use of the Subscription. General questions or feature enhancement requests.	Within 16 business hours

### COMMUNICATION CHANNELS

- Support Portal ([support.langchain.com](https://support.langchain.com)) - Provider's web portal to Submit new support cases, update or review status of existing cases
- Email ([support@langchain.dev](mailto:support@langchain.dev)) - Provider's mailbox to submit new support cases or corresponding regarding existing cases
- Shared Teams or Slack - A dedicated channel for direct messaging with the Provider support team. This channel provides a more collaborative environment for discussing support issues, supplementing traditional ticket-based communication.
- Phone - Direct phone access to the support team is limited to **Sev 1** escalations, ensuring immediate attention for the most critical issues

Customer to nominate admin users (up to three) who are authorized to initiate a Sev 1 phone escalation and manage access and permissions of Customer users to Support Portal

### SUPPORT REVIEWS

Provider will conduct a monthly review to provide a comprehensive overview of Customer's support activity. These review meetings cover the following:

- Key metrics such as SLA performance, ticket volume, and support trends
- Proactive alerts based on usage telemetry or Sev 1 class issues with installed versions
- Review escalations, upcoming change windows or specific issues requiring further action
- Follow-up actions to ensure Customer is getting the most out of Provider support services

## **Exhibit B**

### **Product Enablement Terms**

#### **ENABLEMENT OVERVIEW**

Enablement sessions led by Provider's AI Specialists to equip the core team with product knowledge and Agent Engineering best practices.

#### **ENABLEMENT OUTLINE**

The enablement series will be structured to cover the following topics, with a focus on hands-on application and best practices:

- **Building Agents with LangSmith:** Educate developers on core agent building blocks and features (tool calling, persistence, state, threads, streaming, human-in-the-loop) by building a multi-agent system
- **Quantify & Systematically Improve Application Performance with Offline Evaluation:** Best practices and common approaches for evaluating agent performance
- **Deployment & Online Evaluation for Continuous Improvement:** Demonstrate how to deploy and monitor agents in production while establishing online evaluation feedback mechanisms to improve agent performance over time

#### **ENABLEMENT MEDIUM**

**Virtual.** Customer to choose between instructor led or self-paced content with Q&A/office hours

#### **ROLES AND RESPONSIBILITIES**

- **Provider:**
  - Access to LangChain Academy for pre-requisite training material
  - Extended training material in recorded format for self-study or offline distribution
- **Customer:**
  - Manage participation, recording and distribution of the session material

## **Exhibit C**

### **Advisory Terms**

#### **ADVISORY SERVICES OVERVIEW**

Provider AI Engineers will work in close collaboration with the Customer to impart best practices, establish guidelines, facilitate troubleshooting, and conduct reviews pertaining to the development and deployment of scalable, robust, and operationally efficient AI applications utilizing the LangChain ecosystem.

#### **ADVISORY SERVICES SCOPE**

The advisory services will encompass the following key areas:

##### **Guidance & Architecture:**

- **Roadmap Development:** Refining AI use cases based on business impact and building out effort and capability stacking
- **Architectural Approach:** Providing guidance on scalable and robust agent architectures leveraging the LangChain ecosystem
- **Best Practices:** Advising on agent development, testing, and deployment best practices within the Customer's team

##### **Operationalization:**

- **Fine Tuning:** Techniques to refine prompts and narrow down traces to identify areas of improvement for agents
- **Assurance:** Guiding appropriate evaluations to baseline and improve the quality and reliability of agents
- **Closed Loops:** Recommending best practices for incorporating operational feedback throughout the lifecycle of the agent

##### **Agent Development:**

- **Solution Design:** Providing guidance on solution design and development patterns appropriate for specific use cases
- **Development Process:** Advising on approaches for continuous integration and deployment of agents

##### **Infrastructure & Performance:**

- **Optimization:** Reviewing performance bottlenecks and recommending infrastructure or design changes to improve efficiency
- **Sizing:** Assisting with infrastructure allocations and scaling forecasts to ensure optimal resource utilization

#### **ADVISORY ENGAGEMENT**

Provider to allocate Resident AI Engineer capacity to support the Customer's team. Unused hours remaining at the end of the Subscription Term are forfeited.