



**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; Services</b>	LangSmith Observability, LangSmith Evaluations, LangSmith Deployment & Fleet - SaaS ( <i>Hosted in LangChain's Cloud</i> )		
<b>Support</b>	See Exhibits A, A1		
<b>Fees</b>	<b>LangSmith Platform Subscription: \$150,000</b>		
	<b>LangChain Usage Credits: \$150,000</b>		
	<b>Unit</b>	<b>Rate</b>	<b>Associated Product</b>
	Traces	\$0.01 per Trace	LangSmith Observability and LangSmith Evaluations
	Deployment Runs	\$0.01 per Deployment Run	LangSmith Deployment
	Fleet Runs	\$0.10 per Fleet Run	Fleet
	Production Deployment Uptime Minutes	\$0.0036 per Uptime Minute	LangSmith Deployment
	Development Deployment Uptime Minutes	\$0.0007 per Uptime Minute	LangSmith Deployment
<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 Deployment or Fleet and will expire at the end of the initial Subscription Term. Once all LangChain Usage Credits have been consumed, Customer will be charged for their excess consumption at the same pre-negotiated rates, billed monthly in arrears.</i></p>			
<b>Additional Terms</b>	Customer agrees to use of their logo on LangChain's website at <a href="http://www.langchain.com">www.langchain.com</a> .		



<b>Definitions</b>	<p><i>LangSmith Platform Subscription:</i> An annual subscription that grants Customer an unlimited number of users access to and use of the LangSmith platform during the Subscription Term. The Platform Subscription does not include usage-based charges which are billed separately according to the rates set forth in this Order Form.</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 Fleet capabilities at pre-negotiated rates. LangChain Usage Credits expire at the end of the Subscription Term.</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><i>Deployment Run:</i> means a complete invocation of a LangSmith Agent whether initiated within a LangSmith Application or through the Ancillary Software, consisting of execution from the start Node to the end Node. For purposes of calculating Subscription Metrics, a 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 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>Fleet Run:</i> means a complete invocation of a Fleet-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 Fleet user interface (e.g., chat ). A Fleet Run is counted if the invocation succeeds or is interrupted. Resuming execution after a human-in-the-loop interruption constitutes a separate Fleet Run. Executions that fail do not count as a Fleet Run.</p> <p><i>Production Deployment Uptime Minutes:</i> The total time, in minutes, that a Production deployment's database is live and in a persisting state. Uptime tracking for a deployment begins when it goes live (accessible and available to process runs) and ends when it is shut down (not accessible and available to process runs).</p> <p><i>Development Deployment Uptime Minutes:</i> The total time, in minutes, that a Development deployment's database is live and in a persisting state. Uptime tracking for a deployment begins when it goes live (accessible and available to process runs) and ends when it is shut down (not accessible and available to process runs).</p>
<b>Amount Due</b>	\$300,000 due upon execution of Order Form
<b>AWS Marketplace Terms</b>	<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</p>



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	<p>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 dimensions and this Order Form or the Agreement, the terms of this Order Form shall control.</p> <p>If, due to Customer's action or inaction (including but not limited to the suspension, closure, or misconfiguration of Customer's AWS Marketplace account), AWS is unable to collect or remit fees to LangChain for any portion of the Subscription Term for a period of at least sixty (60) days, then Customer remains responsible for paying such amounts directly to LangChain within thirty (30) days written notice.</p>
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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 Standard 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. Business hours are 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.
4. *SEVERITY LEVELS AND RESPONSE TIMES*

<b>Severity</b>	<b>Definition</b>	<b>Response time SLA</b>
<i>Sev 1</i>	<i>Any error that makes the use or continued use of the Service impossible; Service is not operational, with no alternative available.</i>	<i>Within 2 business hours</i>
<i>Sev 2</i>	<i>Any feature failures without a workaround when the overall Service remains operational.</i>	<i>Within 4 business hours</i>
<i>Sev 3</i>	<i>Any feature failure with a workaround.</i>	<i>Within 12 business hours</i>
<i>Sev 4</i>	<i>Error with low-to-no impact on the access to or use of the Subscription, general questions or feature enhancement requests</i>	<i>Within 24 business hours</i>



## **Exhibit A1**

### **SaaS Uptime and Reliability**

1. **SaaS Solution Up-Time and Reliability.** Provider will use reasonable commercial efforts to provide 99.5% API uptime (“Available” or “Availability”) for SaaS products, measured on a quarterly basis for the Solution. A minute during a quarter is considered ‘down’ if more than 50% of API calls to the Provider during that minute do not return success (specifically, they return a 5xx error code). API uptime is calculated by subtracting from 100% the percentage of minutes during the quarter that are ‘down.’
2. Uptime also excludes: (i) scheduled maintenance downtime; and (ii) any downtime due to defects caused by Customer, one of its vendors, third party connections, utilities, or caused by other forces beyond the control of Provider (such as internet outages or outages with respect to Customer’s network or internet access or other Force Majeure events).
3. Provider shall provide a 5-day advance written notice of any scheduled service disruption via LangChain Status Pages.
4. In the event of any unexcused downtime, Provider will credit the prorated amount to the Customer’s next invoice. Service credits for unexcused downtime will be calculated in accordance with the following table:

<b>Quarterly uptime percentage</b>	<b>Service credit</b>
<99.5% but >=99%	10% of quarterly fees
<99%	20% of quarterly fees