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LlamaIndex Data Processing Addendum (Self-Serve, US and EU)

Version: October 2026

This Data Processing Addendum ("DPA") forms part of the LlamaIndex Terms of Service at https://www.llamaindex.ai/terms-of-service (the "Terms") between LlamaIndex, Inc., a Delaware corporation with its principal place of business at 447 Sutter St. Ste. 405 PMB 1259, San Francisco, CA 94108 ("LlamaIndex"), and the Organization or individual that has accepted the Terms ("Customer"). It applies automatically, without signature, from the date Customer accepts the Terms. It governs LlamaIndex's Processing of Customer Personal Data in connection with the Service, including LlamaParse, LlamaExtract and LlamaCloud, on both the United States instance (cloud.llamaindex.ai) and the European Union instance (cloud.eu.llamaindex.ai).

This DPA does not apply where Customer and LlamaIndex have signed a written agreement for the Service, such as a Cloud Services Agreement and Order Form. In that case, the data processing terms of the signed agreement govern exclusively.

1. Definitions

1.1 Capitalized terms not defined in this DPA have the meanings given in the Terms.

"Customer Personal Data" means Personal Data contained in User Content that LlamaIndex Processes on behalf of Customer in providing the Service.

"Data Protection Laws" means all laws applicable to the Processing of Customer Personal Data under this DPA, including the GDPR, UK Data Protection Laws, the Swiss Federal Act on Data Protection, and US state privacy laws such as the California Consumer Privacy Act, each as amended.

"Personal Data", "Processing", "controller", "processor", "data subject", "service provider" and "supervisory authority" have the meanings given in the applicable Data Protection Laws.

"Restricted Transfer" means a transfer of Customer Personal Data from the European Economic Area, the United Kingdom or Switzerland to a country not covered by an adequacy decision applicable to that transfer.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

"SCCs" means the standard contractual clauses annexed to European Commission Implementing Decision (EU) 2021/914, Module Two (controller to processor) and Module Three (processor to processor).

"Security Incident" means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data. Unsuccessful attempts and events that do not compromise the security of Customer Personal Data, including pings, port scans, failed log-in attempts and denial-of-service attempts, are not Security Incidents.

"Sub-processor" means a third party engaged by LlamaIndex to Process Customer Personal Data.

"Sub-processor List" means the list of Sub-processors at https://security.llamaindex.ai/subprocessors, as updated under Section 5.

"Trust Center" means https://security.llamaindex.ai.

"UK Addendum" means the International Data Transfer Addendum to the SCCs issued by the UK Information Commissioner, version B1.0.

2. Scope and Roles

2.1 Customer is the controller of Customer Personal Data and LlamaIndex is its processor and service provider. Where Customer acts as a processor for a third-party controller, LlamaIndex is Customer's sub-processor, and Customer warrants that it has that controller's authority to enter into this DPA.

2.2 LlamaIndex is an independent controller of account, billing and contact information and of Usage Data that contains Personal Data. LlamaIndex Processes that data under its Privacy Notice, not under this DPA.

2.3 Customer is responsible for the lawfulness of the Customer Personal Data it submits, including providing notices and obtaining any consents required by Data Protection Laws. Customer is the sole point of contact for LlamaIndex on behalf of any affiliate or third party whose Personal Data Customer submits.

2.4 Customer decides what Customer Personal Data to submit and is responsible for having a lawful basis to submit it, including for any special categories of Personal Data. LlamaIndex does not enter into business associate agreements for self-serve use of the Service, and Customer will not submit protected health information subject to HIPAA unless the parties have signed a business associate agreement.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

2.5 If Customer affirmatively accepts separate terms with LlamaIndex covering the use of data Customer submits, and those terms provide that LlamaIndex acts as an independent controller of that data, this DPA does not apply to the data those terms cover, and LlamaIndex processes it under those terms and its Privacy Notice. Separate terms are never applied by default. Customer is responsible for having a lawful basis, and for providing any notices and obtaining any consents required by Data Protection Laws, for any Personal Data it makes available under separate terms.

3. Processing Instructions

3.1 LlamaIndex will Process Customer Personal Data only on Customer's documented instructions. The Terms, this DPA, and Customer's configuration and use of the Service are Customer's complete instructions. Any additional instruction requires LlamaIndex's written agreement. LlamaIndex will inform Customer if, in its opinion, an instruction infringes Data Protection Laws.

3.2 LlamaIndex will not: (a) sell Customer Personal Data; (b) share Customer Personal Data for cross-context behavioral advertising; (c) retain, use or disclose Customer Personal Data for any purpose other than providing the Service or as permitted by Data Protection Laws; (d) retain, use or disclose Customer Personal Data outside the direct business relationship with Customer; or (e) combine Customer Personal Data with Personal Data it receives from or on behalf of another person, except as permitted by Data Protection Laws.

3.3 LlamaIndex will limit access to Customer Personal Data to personnel who need it to provide the Service and who are bound by written confidentiality obligations.

3.4 Except as set out in Section 2.5, LlamaIndex will not use Customer Personal Data to train or fine-tune any artificial intelligence or machine learning model. LlamaIndex engages third-party model providers only on terms or configuration that prohibit them from using Customer Personal Data to train or improve their models.

3.5 Taking into account the nature of the Processing, LlamaIndex will provide reasonable assistance, primarily through the self-service features of the Service, to help Customer respond to data subject requests and to carry out data protection impact assessments and prior consultations required by Data Protection Laws. LlamaIndex will promptly forward to Customer any data subject request it receives about Customer Personal Data. Where permitted by law, LlamaIndex may charge reasonable fees for assistance beyond the self-service features.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

4. Details of Processing

4.1 The subject matter, nature, purpose and duration of the Processing, and the categories of Personal Data and data subjects, are set out in Schedule 1.

5. Sub-processors

5.1 Customer gives LlamaIndex general authorization to engage Sub-processors. The Sub-processors on the Sub-processor List on the date Customer accepts the Terms are authorized.

5.2 LlamaIndex will impose on each Sub-processor written data protection obligations no less protective of Customer Personal Data than this DPA, and remains responsible for each Sub-processor's performance of those obligations.

5.3 LlamaIndex will update the Sub-processor List at least 30 days before a new Sub-processor begins Processing Customer Personal Data. Customer may subscribe to notification of updates on the Trust Center and is responsible for doing so. Where an urgent replacement is needed for security or service continuity, LlamaIndex will update the list as soon as practicable.

5.4 Customer may object to a new Sub-processor on reasonable data protection grounds by emailing privacy@runllama.ai within 15 days after the update. The parties will discuss the objection in good faith. If it is not resolved within a reasonable period, Customer's sole and exclusive remedy is to stop using the affected part of the Service and, if it chooses, close its account.

6. Security

6.1 LlamaIndex will implement and maintain the technical and organizational measures in Schedule 2, which are designed to protect Customer Personal Data against Security Incidents and are appropriate to the nature, scope, context and purpose of the Processing.

6.2 LlamaIndex will not materially decrease the overall security of the Service during Customer's use of it.

6.3 Customer is responsible for securing its own account credentials, API keys and systems, and for configuring the Service appropriately for its data.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

7. Audits

7.1 LlamaIndex obtains an annual SOC 2 Type II report from an independent auditor. The current report and related materials are available on the Trust Center under the Trust Center confidentiality terms. Customer agrees that these materials satisfy its audit and information rights under this DPA and the SCCs, except as set out in Section 7.2.

7.2 Where a supervisory authority requires it, or where Data Protection Laws require an audit that the materials in Section 7.1 do not reasonably address, Customer may request an audit of LlamaIndex's compliance with this DPA. The audit must be requested on at least 30 days' written notice, occur no more than once in any 12-month period, be conducted by Customer or an independent auditor bound by confidentiality who is not a LlamaIndex competitor, and proceed first by remote document review. It must be limited to the Processing of Customer Personal Data and must not access other customers' data, source code, or systems where access would compromise security. Customer bears the cost of the audit.

8. Security Incidents

8.1 LlamaIndex will notify Customer without undue delay, and no later than 48 hours after LlamaIndex confirms a Security Incident, by email to the owner of Customer's account.

8.2 LlamaIndex will take reasonable steps to contain, investigate and mitigate the Security Incident. As information becomes available, it will provide the nature of the Security Incident, the categories of data affected, and the measures taken, and will reasonably cooperate with Customer's obligations to notify supervisory authorities and data subjects.

8.3 As controller, Customer is responsible for any notification to supervisory authorities or data subjects. LlamaIndex will not identify Customer in any public statement about a Security Incident without Customer's consent, unless required by law.

8.4 LlamaIndex's notification of or response to a Security Incident is not an acknowledgement of fault or liability.

9. Deletion and Return

9.1 Customer may delete its files, jobs and outputs at any time through the Service interface or API. Retention during use of the Service is described in Schedule 1.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

9.2 Customer should export any Customer Personal Data it wishes to keep before closing its account. Within 30 days after Customer's account is closed, LlamaIndex will delete remaining Customer Personal Data, unless retention is required by law. Copies in backups are deleted in line with LlamaIndex's backup rotation and remain subject to this DPA until deleted.

9.3 LlamaIndex will confirm deletion in writing on request.

10. Government Requests

10.1 If LlamaIndex receives a request from a public authority for Customer Personal Data, it will, unless legally prohibited, notify Customer and give Customer an opportunity to challenge the request. LlamaIndex will disclose only the minimum Customer Personal Data legally required.

11. Data Location and International Transfers

11.1 Customer Personal Data is stored in the region associated with Customer's account: AWS us-east-1 (United States) for the US instance, or AWS eu-central-1 (Frankfurt, Germany) for the EU instance. Sub-processors Process Customer Personal Data in the locations stated for them on the Sub-processor List. LlamaIndex personnel in the United States may access systems remotely for engineering, support and security purposes.

11.2 For Restricted Transfers from the European Economic Area, the SCCs are incorporated into this DPA, with Customer as data exporter and LlamaIndex as data importer. Module Two applies where Customer is a controller and Module Three applies where Customer is a processor. The following options apply: (a) the docking clause in Clause 7 applies; (b) in Clause 9(a), Option 2 applies, with the notice period in Section 5.3; (c) the optional language in Clause 11(a) does not apply; (d) in Clause 17, Option 1 applies and the governing law is the law of Ireland; (e) in Clause 18(b), the courts of Ireland are chosen; (f) Annex I is completed by Schedule 1, Annex II by Schedule 2, and Annex III by the Sub-processor List; and (g) audits under Clause 8.9 and certification of deletion under Clause 8.5 are carried out in accordance with Sections 7 and 9.

11.3 For Restricted Transfers from the United Kingdom, the UK Addendum is incorporated into this DPA. Tables 1 to 3 are completed by Schedule 1, Schedule 2 and the Sub-processor List, and in Table 4 neither party may end the UK Addendum under Section 19 of its Mandatory Clauses.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

11.4 For Restricted Transfers from Switzerland, the SCCs apply with these changes: references to the GDPR are to the Swiss Federal Act on Data Protection, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner, and data subjects in Switzerland may bring proceedings in Switzerland.

11.5 If there is a conflict between this DPA and the SCCs or the UK Addendum, the SCCs or the UK Addendum prevail for Restricted Transfers. If LlamaIndex adopts another lawful transfer mechanism, that mechanism applies on notice to Customer.

12. Limitation of Liability

12.1 All liability of LlamaIndex arising out of or relating to this DPA, the SCCs and the UK Addendum, whether in contract, tort or otherwise, is subject to Section 13 (Limitation of Liability) of the Terms, including its exclusion of indirect and consequential damages.

12.2 LlamaIndex's total aggregate liability under the Terms, this DPA, the SCCs and the UK Addendum combined will not exceed the greater of (a) US$100 or (b) the fees paid or payable by Customer for the Service in the 12 months preceding the event giving rise to the liability. This is a single aggregate limit. There is no separate or additional limit for data protection claims.

12.3 This Section 12 governs liability between Customer and LlamaIndex. It does not restrict rights that data subjects hold directly against LlamaIndex under Clause 12 of the SCCs or under Data Protection Laws, to the extent those rights cannot be limited by law. Any amount LlamaIndex pays to a data subject or supervisory authority in connection with Customer Personal Data counts toward the limit in Section 12.2, and Customer will not seek to recover from LlamaIndex, under the SCCs or otherwise, any amount above that limit.

13. General

13.1 This DPA applies from the date Customer accepts the Terms until LlamaIndex has deleted all Customer Personal Data under Section 9.

13.2 For the Processing of Customer Personal Data, the order of precedence is the SCCs and UK Addendum, then this DPA, then the Terms. Liability is governed exclusively by Section 12 of this DPA and Section 13 of the Terms.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

13.3 LlamaIndex may update this DPA by posting a new version on the Trust Center. Changes required by law, or that do not materially reduce the protection of Customer Personal Data, take effect when posted. Other material changes take effect 30 days after LlamaIndex notifies Customer by email or in the Service.

13.4 This DPA is governed by the law that governs the Terms, except that the SCCs and UK Addendum are governed as stated in Section 11.

13.5 LlamaIndex makes available on the Trust Center a copy of this DPA signed by LlamaIndex. Customer may countersign that copy for its records, but countersignature is not required for this DPA to apply. Any change Customer makes to the text has no effect.

13.6 Notices to LlamaIndex under this DPA go to security@runllama.ai. Notices to Customer go to the email address of the owner of Customer's account.

LLAMAINDEX, INC.	CUSTOMER
Signature: DocuSigned by: Jerry Liu 88782863849A41B...	Legal name:
Name: Jerry Liu	Signature:
Title: CEO & Co-Founder	Name and title:
Date: 10/15/2026 | 6:38 PM PDT	Date:

Schedule 1: Details of Processing

This Schedule completes Annex I of the SCCs.

Item	Detail
Data exporter	Customer, as identified in its LlamaIndex account. Contact: the account owner email. Role: controller (Module Two) or processor (Module Three).
Data importer	LlamaIndex, Inc., 447 Sutter St. Ste. 405 PMB 1259, San Francisco, CA 94108, United States. Contact: privacy@runllama.ai. Role: processor or sub-processor.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

Item	Detail
Activities	Customer submits documents and files to the Service; LlamaIndex parses, extracts, classifies, indexes and retrieves data from them.
Data subjects	Individuals whose Personal Data appears in documents Customer submits, which may include Customer's employees, contractors, customers and end users, and other individuals referenced in those documents.
Categories of Personal Data	Any Personal Data contained in or extracted from documents Customer submits, as determined by Customer.
Sensitive data	Not required by the Service. Customer decides whether to submit special categories of Personal Data and is responsible for their lawful basis; the measures in Schedule 2 apply to all Customer Personal Data. Protected health information requires a signed business associate agreement (Section 2.4).
Frequency	Continuous, whenever Customer uses the Service.
Nature and purpose	Parsing, extraction, classification, indexing and retrieval of document content, and storage incidental to those activities, to provide the Service to Customer.
Retention during use	Except as set out in Section 2.5, input files and parse or extraction outputs are deleted no later than 48 hours after processing completes, unless Customer deletes them sooner. Data Customer chooses to store in LlamaCloud, such as indexes and pipelines, is kept until Customer deletes it or closes its account.
Retention after account closure	Deleted within 30 days under Section 9, subject to backup rotation and legal retention.
Location	As stated in Section 11.1.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

Item	Detail
Sub-processors	As stated on the Sub-processor List, for the duration needed to provide the Service.
Competent supervisory authority	Determined under Clause 13 of the SCCs. UK transfers: the Information Commissioner's Office. Swiss transfers: the Federal Data Protection and Information Commissioner.

Schedule 2: Technical and Organizational Measures

This Schedule completes Annex II of the SCCs.

Measure	Description
Security governance	Documented information security program with personnel responsible for its maintenance.
Risk assessment	Periodic risk assessment and monitoring of compliance with internal policies, reported to senior management.
Encryption in transit	TLS 1.2 or higher over public networks.
Encryption at rest	AES-256 for data stored on LlamaIndex infrastructure.
Access control	Least-privilege access, unique user IDs, multi-factor authentication, quarterly access reviews, prompt revocation on role change or departure.
Logging and monitoring	Logging and monitoring of access to production systems, with routine review.
Data isolation	Logical separation of each customer's data; outputs scoped to the customer account.
Network security	Firewalls, intrusion detection, and event monitoring.
Vulnerability management	Patch management, vulnerability scanning, and annual independent penetration testing.

Docusign Envelope ID: 86A614E1-19A6-86EC-822B-710CB3693155

Measure	Description
Change management	Testing, approval and tracking of changes to production systems.
Incident response	Documented incident response and notification procedures aligned to Section 8.
Business continuity	Backup, continuity and disaster recovery procedures, tested periodically.
Physical security	Hosting with cloud providers that maintain industry-recognized physical security controls.
Personnel	Background screening where permitted by law, confidentiality agreements, and annual security awareness training.
Sub-processor management	Diligence and written data protection terms for each Sub-processor, reviewed periodically.
Independent assurance	Annual SOC 2 Type II examination by an independent auditor.
No model training	Customer Personal Data is not used to train or fine-tune AI or machine learning models, as set out in Section 3.4.

Annex III: Sub-processors

The authorized Sub-processors, their purposes and their processing locations are those listed at https://security.llamaindex.ai/subprocessors, as updated under Section 5.