Source: https://langfuse-docs-a3ugxuxhy-langfuse.vercel.app/md-src/terms.md

Terms and Conditions

See old T&C versions and Self-Hosting T&Cs at the bottom of this page.

Langfuse Cloud Terms and Conditions (T&Cs)

Latest revision: October 17th, 2025 | **download as PDF**

At a glance — This is your main contract with Langfuse. It sets the rules for using our cloud solution: you pay for a subscription, we provide the service. You own your data; we use it only to deliver and improve the Solution. Some plans are free, most are paid, and fees/renewals are transparent. Either side can end the contract (you at the end of any billing cycle, us with notice or for cause). We keep confidentiality, protect your data, and commit not to sell or misuse it. Liability is capped, with standard exceptions. If we need to change terms, we'll give you 30 days' notice — you can walk away with a refund if you don't agree.
Most customers subscribe self-serve via the in-product checkout—no separate signatures are needed; enterprise customers may use a separately executed Order Form.

1. GENERAL

1. These Terms and Conditions ('**Agreement**' or '**T&Cs**'), together with (a) the Data Processing Agreement ('**DPA**') available at https://langfuse.com/security/dpa (incorporated by reference and applicable whenever Client provides Client Personal Data (as defined in the DPA) to Langfuse) and (b) if Client is provisioned on Langfuse's HIPAA instance and meets the eligibility requirements set out in the Business Associate Agreement ('**BAA**') available at https://langfuse.com/security/hipaa (incorporated by reference), form the entire contract between Langfuse GmbH ('**Langfuse**') and the respective client ('**Client**'). Langfuse and its Affiliates may perform obligations under these T&Cs; Langfuse remains responsible for their performance. Engagement of Affiliates that process Personal Data is also subject to the DPA's subprocessor terms.

2. Precedence. If there is a conflict on the same subject matter: (1) for PHI, the BAA controls; (2) for Personal Data (excluding PHI), the DPA controls; otherwise, these T&Cs controls. Where information qualifies as both PHI and Personal Data, the BAA controls and the DPA applies only where not inconsistent with the BAA.

3. The application of Client's terms and conditions is excluded. Deviating, conflicting or supplementary terms and conditions of Client shall only become part of the Agreement if and to the extent that Langfuse has expressly agreed to their validity in writing. This requirement of written consent also applies if Langfuse accepts Client's payments without reservation, provides the service without reservation and in full knowledge of Client's terms and conditions and in other similar circumstances.

4. The Solution and associated services provided hereunder are exclusively intended for clients acting in a business capacity. By using the Solution, Client confirms that it acts in a business capacity. By signing up, accessing, or using the Solution, Client indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement. The person accessing or using the Solution on behalf of the Client represents that they are authorized to accept this Agreement on behalf of the Client.

5. Except as expressly permitted under the DPA (and, for PHI, under the BAA while provisioned on the HIPAA Cloud), Client will not intentionally submit: (i) Special Categories of Personal Data under GDPR Articles 9–10; (ii) Sensitive Personal Information as defined by the CPRA/CCPA; (iii) government issued identifiers, full financial account numbers, or precise geolocation; or (iv) data about children under 16 where parental consent has not been obtained. If Client submits such data in breach of this Agreement, Langfuse has no liability arising from such submission and may suspend processing of the affected data; this does not limit remedies under the DPA or BAA where applicable.

6. Langfuse develops software, a material part of which is developed as open-source software and made available to the public via an open repository. In addition, Langfuse offers a software as a service (SaaS) Solution under this Agreement based on open-source software and, if applicable, additional functionalities or features. This Agreement exclusively establishes the rights and obligations associated with said SaaS Solution and is not intended to, and does not, limit any rights to open-source software code under the terms of any open-source license.

7. **Global Definitions**

    1. 'Client Data' means any data or content submitted to or collected by the Solution from or on behalf of Client.

    2. 'Client Personal Data' has the meaning given in the DPA and is a subset of Client Data.

    3. 'PHI' has the meaning given in the BAA and is a subset of Client Data; for clarity, PHI may also constitute personal data under certain laws, but where information

qualifies as both PHI and personal data, the BAA controls to the extent of any inconsistency.

4. 'Solution Generated Data' means usage, telemetry and metadata generated by the Solution; Solution Generated Data does not include Client Personal Data or PHI.

5. 'Billing Cycle' means the recurring subscription interval selected by Client (e.g., monthly or annual).

6. 'Affiliate' means any entity that controls, is controlled by, or is under common control with a party.

7. 'Order Form' means (a) for self-serve plans, the selections Client makes and confirms in the in-product checkout/upgrade flow (including plan, Billing Cycle, and any add-ons) as displayed at or after checkout; and (b) for enterprise plans, a separately executed order form, statement of work, or similar document signed by both parties. For self-serve plans, no separate signature is required.

8. Capitalized terms not defined here have the meanings given in these T&Cs, DPA or BAA within their scopes.

2. SOLUTION

1. Langfuse operates a software as a service (SaaS) Solution which provides monitoring, analytics and development tools for businesses engaged in software development and operations pertaining to large language and other generative artificial intelligence (AI) and machine learning models (the '**Solution**'). Langfuse operates multiple instances of the Solution, including its U.S. cloud, HIPAA cloud, and EU cloud, each subject to the terms and governing law set out in this Agreement. Client may only use the Solution for its own business activities. If the Parties have agreed upon a specific number of authorised users, the Solution may only be used by the agreed number of users.

2. During the Subscription Term, Langfuse will provide the services identified in the Order Form in accordance with the Documentation and if applicable the SLA. Langfuse may update or modify the services from time to time; however, Langfuse will not materially decrease the overall functionality or security of the services provided to Client during the then-current Subscription Term. Public website materials are descriptive and may change; material reductions will follow notice and termination rights.

3. Langfuse may, at its own discretion, temporarily block Client's access to the Solution as a whole or to individual parts thereof if there are concrete circumstances indicating that Client is violating or has violated the terms of the Agreement, or if Langfuse has another legitimate interest in blocking the access. Langfuse shall give the legitimate interests of Client due consideration before blocking the access. Langfuse shall notify Client of any such blocking and restore access without undue delay if the corresponding circumstances justifying the blocking are no longer present. If Client repeatedly violates the terms of the Agreement despite being notified, Langfuse reserves the right to block access permanently and to terminate the Agreement without notice for good cause.

4. Langfuse may, without being obliged to do so, update, amend and/or further develop the Solution (each, a '**Release**') at any time, in particular to reflect new legal, technical and/or other relevant developments. Langfuse shall take Client's legitimate interests into consideration when implementing such a Release and in each case in good time inform Client and/or in any other appropriate form disclose such Release, if the Client may reasonably expect such information and/or disclosure in consideration of the content, scope and/or impact of the Release.

3. SUBSCRIPTION, FEES, AND INVOICING

1. For self-serve plans, the Client's selections and confirmation in the in-product checkout/upgrade flow constitute the Order Form for purposes of these T&Cs; no countersignature is required. If the parties separately agree on bespoke terms these shall take precedence over this agreement. The Solution is contracted and billed on a subscription basis ('**Subscription**'). A subscription terminates with the end of the term of the Agreement pursuant to section 11 (term and termination).

2. **Taxes.** Fees are exclusive of taxes. Client will pay all applicable sales, use, VAT/GST and similar taxes (excluding taxes on Langfuse's income).

3. A valid payment method, including credit card, is required to process the payment for Client's Subscription. Client shall provide Langfuse with accurate and complete billing information and a valid payment method. By submitting such payment information, Client authorizes Langfuse to charge all Subscription fees incurred through Client's account to any such payment instruments. Should automatic billing fail to occur for any reason, Langfuse will issue an electronic invoice indicating that Client must proceed manually to settle the full payment within fourteen (14) days as indicated on the invoice.

4. Langfuse may update pricing effective on renewal of the then current Subscription term, with at least 30 days' prior notice. Mid term changes apply only to (i) add ons

Client elects, (ii) usage based overages per published rates, or (iii) changes in taxes. If Langfuse must implement a material mid term change for legal or regulatory reasons, Client may terminate the affected Subscription within 30 days of notice and receive a pro rated refund of pre paid fees for the terminated portion.

5. Free Tier and Free Trial. Langfuse may, at its sole discretion, provide either (a) a free subscription tier (e.g. currently the 'Hobby' plan), or (b) a time-limited free trial of certain paid plan features (each, a 'Free Offer').

    1. Free Tier (Hobby Plan). The Free Tier is provided without charge and does not automatically convert into a paid subscription. Client will only incur charges if it affirmatively upgrades to a paid plan.

    2. Free Trials of Paid Plans. For Free Trials of paid plans, Client may be required to provide billing information at registration. Billing will not occur until the Free Trial expires. Unless Client cancels prior to expiration, the subscription will automatically convert to the selected paid plan, and Client will be charged the applicable fees beginning on the final day of the Free Trial period.

    3. Modifications and Disclaimers. Langfuse may modify or discontinue any Free Offer at any time and in its sole discretion, with or without notice. Free Offers are provided 'AS IS' and without warranty, support, indemnity, or liability by Langfuse.

4. CONFIDENTIALITY

1. The parties have exchanged or will exchange certain confidential information under this Agreement. Considering the foregoing, the parties agree to the rights and obligations set forth in this section (collectively, the '**Confidentiality Provisions**'). Confidential Information means any information in any form (e.g., oral, written, electronic) in the confidentiality of which the relevant party may have a legitimate interest (including, but not limited to, trade secrets, IP Rights, business strategies and/or plans) (collectively, '**Confidential Information**').

2. Unless otherwise expressly agreed in the Confidentiality Provisions, all Confidential Information exchanged between the parties shall be treated as strictly confidential. The parties agree to disclose Confidential Information in each case only for the purposes of this Agreement, with due care and to the extent necessary.

3. Confidential Information shall not include information in respect of which the party invoking this exception can prove that (i) the information is or becomes part of the public domain through no breach of the receiving party, (ii) it has become aware of

the information independently of the other party and without breach of confidentiality obligations and/or (iii) has been released in writing by the other party.

4. Compelled Disclosure. Each party is entitled to disclose Confidential Information without the prior consent of the other party to the extent that it is required to do so by law, official order, or final court order and has (if permissible) informed the other party in writing of the intended disclosure and has taken reasonable precautions to keep the scope of the disclosure as narrow as possible.

5. Each party shall protect the confidentiality of the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential and sensitive information, and in no event less than a reasonable standard of care. Confidential Information will not be shared, sold, or used for any purpose other than fulfilling this Agreement.

6. A party may disclose Confidential Information, without prior written consent, only to the extent reasonably necessary to perform its obligations under this Agreement and only to:

    1. its directors, officers, and employees who need to know the information and are bound by confidentiality obligations no less protective than those set forth here;

    2. its affiliates and their respective directors, officers, and employees under equivalent confidentiality obligations; and

    3. its professional advisors, service providers, or subprocessors (such as legal counsel, auditors, or consultants) who are subject to legal, professional, or contractual duties of confidentiality at least as protective as those in this Agreement.

7. Each party shall at the request of the other party return, or at the option of the requested party evidence the destruction of all Confidential Information whether written or in any other form, without undue delay and together with all reproductions and copies thereof. Statutory retention obligations and electronic data backups carried out as part of proper business organization shall remain unaffected. Insofar as the Confidential Information is required to fulfill obligations under this Agreement, such request shall not be permissible before termination or expiration of this Agreement. Confidential Information shall be destroyed in an appropriate and reasonable manner. Any Confidential Information so retained will remain subject to the terms of the Agreement for so long as such Confidential Information is retained.

5. CLIENT'S OBLIGATIONS

1. Client shall use the Solution in accordance with the applicable documentation for the Solution ('**Documentation**') Langfuse may reasonably update, revise and/or amend the Documentation from time to time and in each case in good time and appropriately (i) inform Client and/or (ii) disclose such update, revision and/or amendment publicly. Such updated, revised or amended Documentation then constitutes the applicable Documentation. Client shall ensure its systems always meet the requirements set out in the Documentation at its own expense.

2. Client is responsible for (i) the accuracy and completeness of all data introduced into the Solution by or on behalf of Client or Client's customers that is stored in or processed by the Solution (such data referred to as '**Client Data**'), (ii) determining the suitability of the Solution for its purposes, (iii) ensuring the processing configurations, settings and the administrative, technical and physical safeguards implemented by Client in connection with Client's use of the Solution are consistent with all laws applicable to Client. Client shall obtain or provide all necessary rights, consents, and notices for Langfuse to be able to use Client Data as necessary to fulfil its obligation under this Agreement. In addition, Client is obliged not to transfer, migrate and/or in any other way introduce any data to the Solution the use of which violates applicable law, official orders, third-party rights, or agreements with third parties.

3. Client will not: (i) reverse engineer, decompile, or bypass technical controls; (ii) use the Solution to provide a competing service or resell the Solution without explicit permission given by Langfuse; (iii) conduct security/vulnerability testing without Langfuse's prior written authorization not to be unreasonably withheld; (iv) knowingly transmit malicious code, unlawful, or infringing content; (v) use for high risk activities where failure could lead to death or personal injury; or (vi) exceed agreed usage limits. Langfuse may suspend for violations.

4. Suspension for Cause. Langfuse may suspend Client's access to the Solution upon: (a) undisputed invoices outstanding 30 days after due date; (b) material breach of the Agreement; or (c) security, availability, or integrity risk. Where practicable, Langfuse will give prior notice and will promptly restore access once the issue is resolved. Suspension does not relieve Client's payment obligations.

5. Client must appropriately protect and store the credentials allowing access to the Solution transmitted by Langfuse against access by third parties. Client shall ensure that these access credentials are only used within the contractually agreed scope. Client must inform Langfuse immediately of any unauthorized access to the access data or the Solution as soon as reasonably practicable but in no event later than seventy two hours upon becoming aware of such unauthorized access.

6. CLIENT DATA

1. Client Data is and will remain owned exclusively by Client. Client hereby grants Langfuse a worldwide, limited-term, non-exclusive license to host, process, and transmit Client Data solely as necessary to provide, maintain, and support the Solution for Client under this Agreement or any other contract / Order Form between the parties.

2. Langfuse may collect and use Solution-Generated Data from Client Data only as needed to operate, maintain, improve, and support the Solution. This includes purposes such as diagnostics, analytics, customer support, system performance, and reporting. Langfuse will not share this data externally unless it is (a) aggregated or anonymized with data from other clients, and (b) cannot reasonably be used to identify the Client, its Users, or any Client Data.

3. Langfuse shall not access, analyze, or use Client Data to develop competing products or services, nor to reverse engineer, disassemble, or decompile Client Data in any way.

4. Langfuse commits to not sell Client Data to third parties or train Artificial Intelligence Models utilizing Client Data.

5. Client may, but is not required to, give Langfuse suggestions, feedback, or comments about the Solution or related offerings ('**Feedback**'), in which case Client gives Feedback 'AS IS'. Langfuse may use all Feedback freely without any restriction or obligation.

6. During the Subscription Term, Client may export Client Data via the Solution's export features. Following termination, deletion of Client Personal Data is governed by DPA §9 and deletion of PHI is governed by BAA §10; all other Client Data is deleted under Section 11.4

7. WARRANTY

1. Provided Client timely performs its obligations under the Agreement and reasonably cooperates with Langfuse, the Solution shall conform in all material respects with the requirements stated in the Agreement and the Documentation ('**Requirements**'). Any failure of the Solution to materially conform with its Requirements shall be a '**Defect**'. Client shall inform Langfuse of any Defect without undue delay and in appropriate detail.

2. Except as expressly stated in the Agreement, the Solution and the Documentation are provided 'as is', and all other warranties, guarantees or any other statutory or contractual rights arising out of lack of quality, title, defects, or non-performance are, to the fullest extent permitted legally permissible, excluded from the Agreement.

8. LIABILITY

LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY (TOGETHER WITH ITS AFFILIATES) UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO LANGFUSE IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM. NEITHER PARTY (NOR ITS AFFILIATES) SHALL BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, STATUTE, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO DAMAGES CAUSED BY FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; TO LIABILITY FOR DEATH, PERSONAL INJURY, OR HEALTH DAMAGES CAUSED BY NEGLIGENCE; TO LIABILITY WHICH CANNOT BE LIMITED UNDER APPLICABLE LAW; OR EXPRESS WRITTEN GUARANTEES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR FAILURE OR DELAY DUE TO FORCE MAJEURE EVENTS INCLUDING STRIKES, RIOTS, EPIDEMICS, TERRORISM, WARS, FIRES, FLOODS, POWER FAILURES, OUTAGES, ACTS OF AUTHORITIES, OR ACTS OF GOD. WHERE THE INJURED PARTY'S OWN FAULT CONTRIBUTES TO THE DAMAGE, LIABILITY AND COMPENSATION SHALL BE DETERMINED BASED ON THE DEGREE OF CONTRIBUTION.

9. INDEMNITIES

1. Langfuse's indemnity obligation shall be to defend Client against any third-party claim alleging that the Solution infringes or misappropriates any patent, trademark, copyright, or trade secret enforceable under applicable law and pay the amount of any resulting adverse final judgment or settlement of such claim. Langfuse has no obligation to the extent a claim arises from: (i) combinations with items not provided by Langfuse; (ii) modifications not made by Langfuse; (iii) use not in accordance with the Documentation or this Agreement; (iv) non current versions where the claim would have been avoided by using a current version made available without material loss of functionality; or (v) Client Data. If the Solution is (or is likely to be) enjoined, Langfuse may procure continued use, modify and/or replace the Solution, or terminate the affected Subscription and refund prepaid fees for the remaining term. Non-IP Indemnity. Langfuse will indemnify, defend, and hold harmless Client from any third-party claim to the extent arising from (a) Langfuse's breach of its confidentiality obligations under Section 4; (b) any Security Incident (as defined in the DPA) affecting Client Personal Data or PHI caused by Langfuse's failure to comply with the Agreement, the DPA, or, if applicable, the BAA; or (c) Langfuse's violation of Applicable Data-Protection Laws in its provision of the Solution, in each case to the extent caused by Langfuse. Langfuse's obligations are conditioned on Section 9.3 and exclude claims to the extent caused by Client's acts or omissions, instructions, or Third-Party Products.

The remedies provided in this section are the sole remedies for a claim of infringement or misappropriation hereunder.

2. Client's indemnity obligation shall be to defend Langfuse against any claims asserted against Langfuse by or on behalf of Client's users, Client's customers and/or other third parties in connection with the misuse of the Solution by Client and pay the amount of any resulting final judgment or settlement of such claim, unless such claims are solely caused by Langfuse's breach of the Agreement.

3. The obligations in this section are contingent upon: (i) the indemnified party, without undue delay, notifying the indemnifying party in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim and an identification of the relevant Solution; (ii) the indemnifying party having sole control over the defense and settlement of such claims; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof, unless the indemnifying party has given consent to such actions (consent not to be unreasonably withheld).

4. Notwithstanding the Limitation of Liability in Section 8, indemnity payments under this Section are capped at three (3) times the fees paid in the twelve (12) months prior to the claim.

10. INTELLECTUAL PROPERTY

1. Notwithstanding anything to the contrary, the rights and obligations pertaining to the use of any open-source software are exclusively governed by the terms of the applicable open-source license. Nothing in this Agreement shall prejudice these rights and obligations.

2. The Solution (excluding Client Data) and its features and functionalities as well as the Documentation are and will remain the exclusive property of Langfuse and its licensors (collectively '**Property of Langfuse**'). Property of Langfuse is protected by copyright, trademark, and other laws pertaining to the protection of intellectual property rights. Langfuse's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Langfuse.

3. Client may use the Solution and the Documentation exclusively in accordance with the Agreement and only in the ordinary course of its business. To this end, Langfuse grants Client the revocable, non-exclusive, and non-transferable right to use the Solution and Documentation for the term of the Agreement to the contractually agreed extent. Apart from this, Client does not acquire any right, title, or interest in, to

or under, copyright, trademark, and/or other laws pertaining to the protection of intellectual property rights.

11. TERM AND TERMINATION

1. The Client may terminate without cause at any time during a running Billing Cycle with legal effect at the end of that Billing Cycle without observing a notice period. Langfuse shall observe a notice period of one (1) month to the end of a Billing Cycle for a termination without cause.

2. Unless the Agreement is terminated by either party beforehand or otherwise agreed, at the end of each Billing Cycle the Client's Subscription will automatically renew for another Billing Cycle under the exact same terms. Client may terminate the Agreement and the corresponding Subscription through the online account management page or if that fails by contacting Langfuse's client support team at support@langfuse.com

3. Either party may terminate this Agreement immediately for a material breach that cannot be cured, or upon 30 days' prior written notice if curable and not cured within that period. If Client terminates this Agreement for Langfuse's uncured material breach, Langfuse shall refund any prepaid fees for the unused portion of the applicable Subscription Term following the effective date of termination.

4. Langfuse will within thirty (30) days after termination or expiration of the Agreement close the account of the Client maintained on the IT systems of Langfuse and delete or destroy any Client Data in a manner designed to preserve its confidentiality, except to the limited extent retention is required by law or for the establishment, exercise, or defense of legal claims or persists solely in back-ups; any retained copies will remain subject to this Agreement and applicable data-protection terms and will be deleted in the ordinary course. For the avoidance of doubt the DPA shall govern the destruction or deletion of Client Personal Data and the BAA shall govern the destruction of PHI.

5. Upon termination or expiration, all licenses granted under this Agreement terminate.

12. SERVICE LEVELS (Enterprise Only)

1. Only for Clients on an enterprise plan or with an Order Form that includes a Service Level Agreement (a 'SLA'). Langfuse will use commercially reasonable efforts to meet the target availability for core services stated in the Order Form, measured by Langfuse's production monitoring/status records. If the target is not met, Client may request service credits as specified in the Order Form; credits are Client's sole remedy and will not exceed fees for the affected period. Exclusions include scheduled/emergency maintenance, Client/third-party causes, beta/preview features,

and force majeure. Langfuse may update this Section, but will not materially reduce commitments during the then-current term; any reduction applies only at renewal.

13. MISCELLANEOUS

1. Client is responsible for complying with import and export regulations applicable to using the Solution, in particular those associated with the United States of America.

2. Amendments. Langfuse may update these T&Cs prospectively by providing at least 30 days' prior notice (by email). If Client objects to a material change that adversely affects it, Client may terminate the affected Subscription before the effective date and Langfuse will refund any prepaid fees for the period after termination. Amendments to the DPA or BAA are governed by their own change clauses.

3. The Agreement shall bind, benefit and be enforceable by and against Langfuse and Client and their respective permitted successors and assigns. Neither party may assign this Agreement without the other party's consent, except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets (with notice). Any non permitted assignment is void. Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights for protection under the Agreement, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

4. Publicity. Only with Client's prior consent, Langfuse may use Client's name and logo to identify Client as a customer on Langfuse's website and in marketing materials. Client may revoke consent at any time by notice.

5. Notices. Legal notices must be sent by email: to Client at the primary email associated with the account, and to Langfuse at legal@langfuse.com. Notices are deemed given when the sending server records transmission. Operational and product notices (including price changes) may be given in product or by email to the account admin.

6. Survival. Sections 3 (to the extent restricting use), 4 (Confidentiality), 6 (Client Data), 7 (Warranty – disclaimers), 8 (Liability), 9 (Indemnities), 11.4–11.6, and 12 (Miscellaneous) survive.

7. The Agreement states the entire agreement and understanding between the parties and supersedes all prior representations, agreements, and understandings, whether written or oral, relating to its subject matter.

8. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement and the provision that is held to be

invalid or unenforceable shall be replaced by a valid and enforceable provision that would give the best legal and commercial effect to the intention of the parties. No modification of the Agreement, and no waiver of any breach of the Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought.

9. The Agreement and any dispute, difference, controversy, or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies, or claims) is governed by, and shall be construed and enforced in accordance with, the laws of:

    1. us.cloud.langfuse.com and hipaa.cloud.langfuse.com: the laws of the State of California, USA, with exclusive jurisdiction in the state and federal courts located in San Francisco, California, USA;

    2. cloud.langfuse.com: the laws of the Federal Republic of Germany, with exclusive jurisdiction in the courts of Berlin, Germany;

    3. any other current or future Langfuse cloud instances not listed above: the laws of the Federal Republic of Germany, with exclusive jurisdiction in the courts of Berlin, Germany.

10. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement or its subject matter. The parties agree that any terms or laws referred to in this Agreement shall be construed to correspond to the applicable governing law as determined under this Section.

Optional countersignature. *Self-serve subscriptions are formed upon completion of the in-product checkout/upgrade flow and do not require a separate signature.*

Upon Client's written request, Langfuse will provide a countersigned copy of these T&Cs for record-keeping. The effectiveness of these T&Cs does not depend on a separate signature.

Archive of Cloud T&Cs & Self-Hosting

Previous versions of Langfuse Cloud T&Cs

- Langfuse Cloud Terms and Conditions (May 2024): PDF

Commercial Self-Hosted Licenses: Pro & Enterprise

If you run the free, MIT licensed version of Langfuse (FOSS), you do **not** need an agreement with us. See our repository's license for more.

For Enterprise/Sales inquiries: enterprise@langfuse.com.

Legacy (Deprecated): Langfuse Self Hosting Enterprise Terms of Service, May 2024