LANGFUSE CLOUD
TERMS AND CONDITIONS
Version: May 6th, 2024

1.   GENERAL

1.1   These terms and conditions ('T&Cs') set forth below and as confirmed at least in text form by Langfuse and, if applicable, the concluded data processing agreement ('DPA') form the entire contract agreed between Langfuse GmbH ('Langfuse') and the respective client ('Client') (the 'Agreement').

1.2   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.

1.3   The solution and associated services provided hereunder are exclusively intended for clients acting in a business capacity and not for consumers and that are at least eighteen (18) years old. A consumer within the meaning of these T&Cs is any natural person who enters a legal transaction for a purpose that is predominantly outside his trade, business, or profession. By using the Solution, Client confirms that it acts in a business capacity . The use of the Solution and associated services by consumers is not permitted. 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 he or she is authorized to accept this Agreement on behalf of the Client.

1.4   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 Client's right to open-source software code under the terms of any open-source license.

2.   SOLUTION

2.1   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 (hereinafter referred to as the 'Solution'). The Solution includes features, functionalities, and services as described on the website available under www.langfuse.com on the day of the Subscription.[1] Client may only use the Solution for its own business activities. The Solution may only be used by the agreed number of users.

2.2   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.

2.3   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

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[1] A version history of this website can be found through: https://github.com/langfuse/langfuse-docs

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

3.1 Unless the parties agree on bespoke terms in a separately executed written contract, fees for the Solution shall be based on the pricing published on the website available at https://langfuse.com/pricing as of the subscription date.[2] The Solution is contracted and billed on a subscription basis ('**Subscription**'). Client will be billed in advance or arrears on a recurring and periodic basis ('**Billing Cycle**') depending on the type of plan selected when purchasing a Subscription. Langfuse may, at its sole discretion, offer a Subscription with a free tier or a free trial for a limited period of time ('**Free Trial Offer**'). A subscription terminates with the end of the term of the Agreement pursuant to section 11 (term and termination).

3.2 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.

3.3 Langfuse is entitled to adjust any fees, charges and/or other remuneration to be paid by Client under this Agreement at its reasonable discretion. All such adjustments are communicated to Client in text form and come into effect at the earliest one (1) month after receipt of such notification. If Langfuse increases fees, charges and/or other remuneration, section 12.3 shall apply.

3.4 Client may be required to enter billing information to sign up for the Free Trial Offer. Client will not be charged by Langfuse until the Free Trial Offer has expired. On the last day of the Free Trial Offer period, unless Client terminates the Subscription, Client will automatically be charged the applicable Subscription fees for the type of Subscription Client has selected. At any time and without notice, Langfuse reserves the right to (i) modify the terms of the Free Trial Offer, or (ii) cancel such Free Trial Offer with legal effect for the future and new Subscriptions.

4. CLIENT'S OBLIGATIONS

4.1 Client shall use the Solution in accordance with the applicable documentation for the Solution ('**Documentation**'), the applicable system requirements for the Solution ('**System Requirements**') (System Requirements together with the Documentation, the '**Specifications**') and the Agreement. Langfuse may reasonably update, revise and/or amend the Specifications 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 Specifications then constitute the applicable Specifications. Client shall ensure its systems always meet the System Requirements at its own expense.

4.2 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 ('**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 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.

4.3 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

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[2] *A version history of the pricing pages can be found through:*
https://github.com/langfuse/langfuse-docs/blob/main/pages/pricing.mdx in conjunction with
https://github.com/langfuse/langfuse-docs/blob/main/components/home/Pricing.tsx

used within the contractually agreed scope. Client must inform Langfuse immediately of any unauthorized access to the access data or the Solution.

5. WARRANTY

5.1 Unless deviating terms are stipulated in the Agreement, the use of the Solution by Client is governed by the provisions of tenancy law, provided, however, that (i) the warranty for only insignificant reductions in the suitability of the Solution is excluded, (ii) the liability regardless of fault for defects that already existed before conclusion of the contract is excluded and (iii) the termination by Client due to failure to grant use in accordance with the Agreement is only permissible if Langfuse has been given sufficient opportunity to remedy and such remediation efforts have failed.

5.2 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.

5.3 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 arising out of lack of quality, title, defects, or non-performance are, to the fullest extent permitted legally permissible, excluded from the Agreement.

6. LIABILITY

6.1 Each party's total aggregate liability under or related to the Agreement shall under no circumstances exceed the fees actually paid by Client to Langfuse under the Agreement during the twenty-four (24) month period immediately preceding the date of the event that is the basis for the first claim.

6.2 Under no circumstances shall either party (or any of its affiliates providing or receiving the Solution under the Agreement) be liable to the other or any other person for losses or damages which qualify as lost revenues, lost profits, loss of business and/or any indirect consequential, or punitive damages of any kind, whether such liability is asserted based on contract, statute or otherwise.

6.3 The limitations and exclusions set forth above shall not apply to: (i) damages caused by either party's its ancillary agents' or legal representatives' fraud or willful misconduct or grossly negligent breach of obligations; or (ii) damages that were foreseeable and typical for the type of contract and caused by a negligent breach of a material contractual obligation attributable to the other party – 'material obligation' shall mean an obligation which makes the proper execution of the Agreement possible in the first place or the breach of which jeopardizes the achievement of the purpose of the Agreement and upon the fulfillment of which the other party could reasonably rely upon; or (iii) a party's liability for death, health damages or personal injury due to that party's negligence; or (iv) a party's liability for damages to the extent that such a limitation or exclusion of such damages is not permitted by applicable law; or (v) the statutory liability under product liability law or within the scope of guarantees given in writing by one of the parties.

6.4 Except for Client's payment obligations, neither party shall be liable for any loss, damage, or failure due to causes beyond its control i.e. a force majeure event, including strikes, riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, telecommunications outage, acts of any military, civil or regulatory authority, or acts of God.

6.5 Where fault on the part of the injured person contributed to the occurrence of the damage, liability in damages as well as the extent of compensation to be provided depend on the circumstances, in particular on the extent to which the damage was caused mainly by one or the other party. This also applies if the fault of the injured person is limited to failing to draw the attention of the obligor to the danger of unusually extensive damage, where the obligor neither was aware of the danger nor ought to have been aware of it, or to failing to avert or mitigate the damage.

7. INDEMNITIES

7.1 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. Without limiting the foregoing, if any such claim is initiated, Langfuse may at its option and expense modify or replace all or part of the Solution, procure for Client the right to continue using the Solution and/or remove all or part of the Solution. If Langfuse so removes all or a part of a Solution, then Langfuse shall refund the unused portion of any fee(s) paid by Client for the Solution *pro rata temporis* and the Agreement shall terminate with respect to the Solution or part thereof removed. The remedies provided in this section are the sole remedies for a claim of infringement or misappropriation hereunder.

7.2 Client's indemnity obligation shall be to defend Langfuse against any claims asserted against Langfuse by or on behalf of Client's users, Customers and/or other third parties in connection with the use 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.

7.3 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).

8.   INTELLECTUAL PROPERTY

8.1 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.

8.2 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.

8.3 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.

8.4 Client is not entitled to (i) use the Solution to develop its own services that have the same or essentially the same functionalities, (ii) activate and/or use functionalities of the Solution for which it has not been granted rights of use, (iii) transfer the rights of use to the Solution to third parties or to grant third parties access to the Solution without Langfuse's consent, (iv) modify, translate, reproduce, decompile or examine the source code of the Solution, algorithms or other program components, except to the extent permitted by law, (v) remove, circumvent, decrypt or otherwise modify the functions associated with managing digital rights or for copy protection or other technologies that serve to control access to the Solution and (vi) remove, obscure or modify legal notices, in particular those relating to Langfuse's property rights.

9.   CONFIDENTIALITY

9.1 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'). The Confidentiality Provisions apply for the duration of the Agreement and for a period of five (5) years after the end of the term of the Agreement.

9.2   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.

9.3   Confidential Information shall not include information in respect of which the party invoking this exception can prove that (i) the information is in the public domain at the time of disclosure, (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.

9.4   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, 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.

9.5   Each party may (to the extent necessary for the implementation of the Agreement) disclose Confidential Information without the prior consent of the other party to (i) directors, other bodies, officers and other employees, provided that they are subject to appropriate confidentiality obligations, (ii) to affiliated companies, their directors, other bodies, officers and other employees, provided that they are subject to appropriate confidentiality obligations, and/or (iii) agents or other service providers insofar as they are subject to legal, professional or other appropriate confidentiality obligations (e.g. lawyers, auditors, management consultants).

9.6   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.

10.   DATA PROTECTION AND CLIENT DATA

10.1   If Client determines that Client Data includes personal data as defined in the General Data Protection Regulation (GDPR) or any comparable data protection laws, legislation and/or regulation ('Personal Data'), Client may request the conclusion of a DPA which then shall govern any data processing of such Personal Data and shall take precedence over any other terms of the Agreement in terms of processing of Personal Data. Langfuse exclusively processes Personal Data under this Agreement and as processor for Client as controller.

10.2   If requested by Client or any data subject or regulator, Langfuse shall cooperate with Client as reasonably required to assist Client with Client's compliance with its legal obligations under applicable data protection laws, and Langfuse may charge for any time spent the usual remuneration pursuant to and demand reimbursement of reasonable out-of-pocket costs.

10.3   Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Solution and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Langfuse shall not use Client Data to develop competing products and/or services based on a review, analysis and/or decompilation of Client Data. Langfuse explicitly commits to not sell Client Data to third parties or train Artificial Intelligence Models utilizing Client Data.

10.4 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.

11. TERM AND TERMINATION

11.1 If not otherwise stated or agreed, the term of the Agreement shall correspond to the Subscription and the relevant Billing Cycle of one (1) month. 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 for a termination without cause.

11.2 Unless the Agreement is terminated by either party beforehand, 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 either through the online account management page or by contacting Langfuse's customer support team at support@langfuse.com

11.3 The right to terminate without notice period for good cause remains unaffected. The termination without notice period for good cause must be in writing to each party's billing address.

11.4 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 any Client Data in a manner designed to preserve its confidentiality. For the avoidance of doubt, if a DPA has been concluded, such DPA shall govern the destruction or deletion of Personal Data.

12. MISCELLANEOUS

12.1 Offsetting is only permitted with undisputed or legally established claims. A right of retention can only be asserted based on counterclaims arising from this Agreement.

12.2 Client is responsible for complying with import and export regulations applicable to the deliveries and services, in particular those associated with the United States of America. For cross-border deliveries and services, Client shall, if applicable, cover customs, fees, and other charges. Client is responsible for handling legal and official procedures in connection with cross-border deliveries and services, unless expressly agreed otherwise.

12.3 Amendments to the Agreement shall be offered to Client (acting in a business capacity) in text form no later than one (1) month before their proposed date of entry into force. Client may either agree to or reject the changes before the proposed date on which they take effect. The consent of Client shall be deemed to have been given if he has not notified its refusal before the proposed date of entry into force of the changes. If Client rejects the changes, Langfuse may terminate the Agreement observing a notice period of two (2) weeks. Langfuse shall make special reference to the deemed acceptance by lack of refusal and the right to terminate in favor of Langfuse in the respective notification with which the envisaged changes are offered.

12.4 The Agreement shall bind, benefit and be enforceable by and against Langfuse and Client and their respective permitted successors and assigns. Client shall not assign the Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Langfuse's prior written consent. 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.

12.5 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.

12.6 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.

12.7   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 the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or its subject matter. The parties agree that any terms or laws referred to in this contract shall be construed to correspond to German laws and legal concepts. Each party irrevocably agrees that the courts located in Berlin, Germany shall have exclusive jurisdiction to settle any dispute, difference, controversy, or claim arising, directly or indirectly, out of or in connection with the Agreement, or the breach, termination, or validity thereof (including non-contractual disputes, differences, controversies or claims).