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Langfuse Data Processing Agreement (DPA)

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> **At a glance** — You (as *Controller*) remain in control of your data; Langfuse (as *Processor*) only uses it to run the Solution, keeps it secure under industry standard TOMs, and allows you to delete it or deletes it when you ask us to or leave us. If we need new subprocessors or make material changes, we will let you know 30 days in advance.

Applicability Notice

This DPA is available for any Client of the Langfuse Cloud platform (EU Cloud at https://cloud.langfuse.com, US Cloud at https://us.cloud.langfuse.com, HIPAA Cloud at https://hipaa.cloud.langfuse.com) and any subscription tier (Hobby, Core, Pro, Teams, Enterprise). It forms part of and is incorporated by reference into the applicable T&Cs or other agreement governing use of the Langfuse platform (the 'Main Contract'). References to specific statutes (e.g., GDPR Articles 32–36) apply where those laws govern. Where another Applicable Data-Protection Law applies instead, the Parties intend the provision to be interpreted to the materially equivalent requirement under that law.

Questions? Email privacy@langfuse.com

The current and past versions of this DPA are always available at https://langfuse.com/security/dpa

1. Preamble & Incorporation

This Data Processing Agreement (**'DPA'**) describes how Langfuse GmbH (**'Langfuse'**, **'we'**, **'us'**) processes Personal Data on behalf of the Client (**'you'**).

This DPA supplements and is incorporated by reference into Langfuse's Terms and Conditions ('**T&Cs**') or other agreement governing use of the Langfuse platform (collectively, the **'Main Contract'**).

It is intended to, inter alia, satisfy the requirements of:

- **Regulation (EU) 2016/679** (*EU GDPR*),
- the **UK GDPR** as defined in the UK Data Protection Act 2018, and
- the **California Consumer Privacy Act of 2018** (together with the California Privacy Rights Act of 2020, the *CCPA*)
- and **any other national or U.S. State data protection laws** that implement or supplement the foregoing (collectively, **'Applicable Data Protection Laws'**).

Applicability. This DPA applies to **all** Clients that Process Personal Data via the Solution. Sections on fees or cost sharing apply only where you have a paid subscription.
Precedence. If there is a conflict between this DPA and the Main Contract, **this DPA controls** for data protection matters.

2. Definitions

Capitalized terms not defined here have the meanings set out in the Main Contract or in the GDPR.

- **'Client'** – the legal entity accepting the Main Contract (regardless of subscription tier). Client's details (legal name, address, VAT/Tax ID) are captured during checkout and form part of the Main Contract.
- **'Solution'** – the hosted Langfuse platform and any associated support or professional service.
- **'Client Personal Data'** – the subset of 'Client Data' that constitutes personal data processed by Langfuse on behalf of Client via the Solution.
- **'EU Cloud' / 'US Cloud' /'HIPAA Cloud'** – the regional instance selected by Client (cloud.langfuse.com (EU) or us.cloud.langfuse.com (US) or hipaa.cloud.langfuse.com (HIPAA - US)). **Client is responsible for selecting the instance that satisfies its applicable data protection obligations.**
- **'Affiliate'** - any entity that controls, is controlled by, or is under common control with a party.
- **'De Identified Data'** means data that cannot reasonably identify a natural person, Client, or Client account, taking into account reasonable technical and organizational measures.
- **'Controller'** and **'Processor'** – have the meanings given in the Applicable Data Protection Laws; Client is the Controller of Client Personal Data and Langfuse is the Processor.
- **'Applicable Data Protection Laws'** – the EU GDPR, UK GDPR, CCPA, and any other applicable national or U.S. state data-protection laws.

All other GDPR terms (Controller, Processor, etc.) shall have the meanings given in the GDPR.

3. Scope, Instructions & Responsibilities

Langfuse will Process Client Personal Data **only**:
(i) to provide, maintain, secure and support the Solution for Client,
(ii) as documented in this DPA and the Main Contract, and
(iii) to comply with law or Client's documented instructions.

Processing continues for the term of the Main Contract **and** until deletion of Client Personal Data in accordance with Section 9 (*Deletion & Return*).

Langfuse may use Solution-Generated Data (as defined in the T&Cs, i.e. data that cannot reasonably identify a natural person, Client, or Client account) to operate, analyze, and improve the Solution. Langfuse will not sell Client Personal Data to third parties and will not use Client Personal Data to train AI models or for advertising.

Processing on documented instructions. Langfuse will process Client Personal Data **solely on documented instructions from Client**, unless Union or Member State law to which Langfuse is subject requires other processing; in such case Langfuse will inform Client of that legal requirement unless prohibited by law. If Langfuse reasonably believes an instruction infringes the GDPR or other Union or Member State data protection rules, it will promptly notify Client and may suspend execution until the instruction is confirmed, modified or withdrawn.

Client responsibilities. Client is responsible for (a) ensuring that its instructions are lawful and that a valid legal basis exists for all Processing; (b) the accuracy, quality and legality of Client Personal Data; and (c) fulfilling controller obligations under Articles 33–36 GDPR.

4. Sub Processors

1. **Authorised List.** The current list of authorised sub processors for each instance of Langfuse is published at: https://langfuse.com/security/subprocessors
2. **Affiliates.** Client authorizes Langfuse to engage its Affiliates as sub processors subject to written agreements imposing data protection obligations no less protective than this DPA.
3. **Notification & Objection.** Langfuse will notify Client (via email) at least **30 days** before authorising a new sub processor. Client may object on reasonable data protection grounds within that period. If the parties cannot resolve an objection, Client's **sole and exclusive remedy** for such objection shall be to cancel the Main Contract - which it may do without notice period - in which case Langfuse will provide a pro rated refund of any prepaid fees covering the period after cancellation.

4. **Data Transfer Mechanisms.** Transfers to sub processors outside the EEA/UK/Switzerland will rely on an approved transfer mechanism (e.g. EU SCCs, UK IDTA, or participation in the EU–US Data Privacy Framework).
5. **Same obligations & responsibility.** Langfuse shall ensure each Sub-Processor is bound by a written agreement that imposes the same data-protection obligations as set out in Article 28(3) GDPR (to the extent applicable to the Sub-Processor's services), including appropriate technical and organisational measures. As between the Parties, Langfuse remains fully liable to Client for the performance of each Sub-Processor's data-protection obligations, subject to the exclusions and limitations of liability in the Main Contract.

5. Security Measures

Langfuse will implement and maintain the technical and organisational measures ('TOMs') described in **Annex 2** (as updated from time to time). Material reductions will not be implemented without reasonable notice to Client, however Langfuse may add additional TOMs or increase the scope of protection at any time and without notice.

Personnel confidentiality. All Langfuse employees and other recipients and subprocessor personnel who have access to Client Personal Data are bound by written confidentiality agreements or statutory duties of confidentiality **and receive regular privacy and security training appropriate to their role**.

Langfuse may update or modify the TOMs, without invoking Section 12, provided that such updates do not materially diminish the overall security of the Solution.

Langfuse maintains **ISO 27001** and **SOC 2 Type II** attestations. Further information on Langfuse's security posture & audit reports can be viewed or requested via https://langfuse.com/security.

6. Data Subject Rights & Regulatory Cooperation

Langfuse shall provide reasonable assistance (taking into account the nature of Processing and information available) for Client to respond to Data Subject requests or supervisory authority enquiries.

Taking into account the nature of Processing and the information available to Langfuse, Langfuse will provide reasonable assistance to Client in ensuring compliance with Articles 32–36 GDPR/UK GDPR, including by providing available information about its Processing operations and TOMs to support data protection impact assessments (DPIAs) and, where required, the Client's prior consultation with the competent supervisory authority (e.g., the UK ICO) under Article 36.

Where available, self-service materials will be used; assistance beyond self-service may be provided on a time-and-materials basis and does not include legal advice.

7. Security Incidents & Regulatory Support

Upon becoming aware of a Security Incident affecting Client Personal Data, Langfuse will notify Client **without undue delay** (and in no event later than 72 hours). Where required, Langfuse will provide information sufficient to allow Client to meet its regulatory obligations.
Langfuse will provide reasonable assistance (at Client's cost where such assistance is non-routine) for Client to notify data protection authorities or affected data subjects (e.g. in accordance with Articles 33 and 34 GDPR).

8. Audits

Third-Party Reports: Annual SOC 2 (Type II) or ISO 27001 certificates shall ordinarily satisfy Client's audit rights to the extent permitted by Data Protection Laws.

Additional audits: Only if required by an authority, a material issue, or if the reports referenced in Section 8.1 do not provide sufficient evidence of Langfuse's compliance with this DPA, Langfuse shall make available to Client all information reasonably necessary to demonstrate such compliance and, at Client's cost, allow for and contribute to audits—including on-site inspections—conducted by Client or its appointed independent auditor. These audits must be strictly scoped to assess compliance with this DPA and are subject to: (i) at least 30 days' prior written notice, (ii) reasonable confidentiality and security safeguards imposed by Langfuse, and (iii) a limit of one on-site audit in any rolling 12-month period unless a material breach is reasonably suspected or as otherwise required by a competent supervisory authority.

9. Deletion & Return of Data

Deletion requests during the Term. Where the Solution includes self-service deletion or data-redaction features, Client shall use those features to delete Client Personal Data. Langfuse-assisted deletion during the Term may be provided where such service is not available.

Deletion after termination. No later than **30 days** following termination of the Main Contract (or earlier upon written request), Langfuse will delete or return (and thereafter delete) Client Personal Data, unless retention is required by law.

Notwithstanding the foregoing, Langfuse may retain copies of Client Personal Data **(a)** in secure back up archives that are isolated from active systems and retained in the ordinary course of business and **(b)** as strictly necessary for the establishment, exercise or defence of legal claims or to demonstrate compliance with this DPA. Any Client Personal Data so retained will remain subject to this DPA and the confidentiality obligations of the Main Contract for so long as it is retained.

10. International Transfers

Langfuse will implement an appropriate transfer mechanism for each transfer, including the EU SCCs (Decision 2021/914) using Module 2 and/or Module 3 as applicable; the UK IDTA/Addendum; and the Swiss addendum. Where Langfuse relies on the EU US Data Privacy Framework, it will maintain self certification and, if DPF ceases to apply, the SCCs (with relevant addenda) will automatically govern.

Data processed in the **EU Cloud** remains within the EEA (or equivalent adequacy jurisdictions) by default. Where Langfuse or its Affiliates must access or process such data from outside the EEA (for example, to deliver follow-the-sun support), it shall do so only under a valid transfer mechanism compliant with Chapter V GDPR and, where required by Article 46 GDPR, will inform Client in advance.

Data processed in the **US Cloud** is primarily hosted in the United States; Langfuse relies on the EU Standard Contractual Clauses (Module 2 and/or 3) and/or the EU–US Data Privacy Framework for such transfers.

Data processed in **HIPAA Cloud**: PHI is hosted in a dedicated, HIPAA compliant environment in the United States. Transfers rely on the same mechanisms as the US Cloud, supplemented by the Langfuse HIPAA Business Associate Agreement (BAA).

11. Main Contract Governance

Indemnity & Liability: Each party's aggregate liability and indemnities relating to Processing are governed by the Main Contract.

Governing Law: The governing law and forum/venue for any dispute arising out of or relating to this DPA are the same as those specified in the Main Contract (currently either California, San Francisco courts, or Berlin, Germany courts, as applicable under the Main Contract), excluding its conflict-of-laws rules.

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, the T&Cs control. Where

information qualifies as both PHI and Personal Data, the BAA controls and the DPA applies only where not inconsistent with the BAA.

Termination: This DPA is coterminous with the Main Contract and may be terminated only in accordance with the Main Contract (except where expressly provided herein, including Section 4). Upon expiry or termination, Processor will Process Client Personal Data solely to wind down the Solutions and to return/delete data per Section 9; Sections 5, 7–9, and 11 (and any provisions intended to survive) survive to the extent applicable.

12. Changes to this DPA

Langfuse may modify this DPA from time to time to reflect changes in applicable law, new Solutions or practices and/ or updated transfer clauses.

Langfuse will provide at least 30 days' notice (via email) of any modification. Continued use of the Solution after the notice period constitutes acceptance. Client's sole and exclusive remedy if it objects to a modification is to cancel the Solution before the effective date, and Langfuse will refund any prepaid fees that relate to the period after cancellation.

13. Notices

Method of notice. All legal notices under this DPA are to be sent (i) to Client at the primary email address associated with the account used to subscribe to the Solution, and (ii) to Langfuse at legal@langfuse.com. Notices are deemed received when the sending server records transmission. Notices are governed by the Main Contract's notice clause.

Execution

Acceptance & execution. *This DPA is incorporated into the Main Contract and becomes effective upon the Parties' execution of the Main Contract or an Order Form (including via a legally valid electronic signature or click-accept). The Parties agree that such execution constitutes execution of Annex I.A of the EU SCCs (Decision (EU) 2021/914) and of the UK and Swiss addenda included in Annex 4, with the selections and Annexes completed herein. No additional signatures are required.*

Optional countersignature. *Upon Client's written request, Langfuse will provide a countersigned copy of this DPA for record-keeping. The effectiveness of this DPA and the SCCs does not depend on a separate signature.*

Annex 1 – Details of Processing

Item	Description
Purpose of processing	Contractual provision of the Langfuse platform
Scope of processing	Processing necessary to provide, secure, support, maintain and improve the Solution
Types of personal data	Names, email addresses and other identifiers of Client's users; Application content, prompts/outputs, traces, logs and identifiers provided by Client (collectively 'Client Personal Data')
Categories of data subjects	Client's employees and other users ('users'); Individuals referenced in communication content ('data subjects of the Client')
Special Categories / Sensitive Data.	Client will not submit Special Categories of Personal Data (GDPR Arts. 9–10) or Sensitive Personal Information under CPRA/CCPA to non HIPAA environments. For HIPAA workloads, PHI may be processed only in the HIPAA Cloud under the BAA. Any exception must be expressly agreed in writing and appropriately configured.

Annex 2 – Technical and Organisational Measures (TOMs) implemented by Langfuse

The below document supplements Section 5 of this DPA and fulfils inter alia Article 32 GDPR, UK GDPR Art 32 and Cal. Civ. Code § 1798.81.5.

A current list of Langfuse's TOMs can be found at https://langfuse.com/security/toms

A version history of this page can be found at: https://github.com/langfuse/langfuse-docs/commits/main/pages/security/toms.mdx

Annex 3 – Subprocessors

A current list of Langfuse's subprocessors for each Langfuse instance can be found at https://langfuse.com/security/subprocessors.

A version history of this page can be found at: https://github.com/langfuse/langfuse-docs/commits/main/pages/security/subprocessors.mdx

Please refer to Section 4 of this DPA for further information on subprocessing.

Annex 4 – International Transfer Pack (EU SCCs + UK & Swiss Addenda)

4.1 Incorporation and Application of EU SCCs

(a) Incorporation. The Parties incorporate by reference the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries under the GDPR, set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the 'EU SCCs'), as if set out in full. The SCCs' text is not modified except to select modules/options and complete annexes.

(b) When they apply. The EU SCCs apply only to the extent Client Personal Data is transferred from the EEA (or otherwise subject to the GDPR) to a country without an adequacy decision, including remote access to such data from such country, in connection with the Solution.

(c) Modules selected.

- **Module 2 (Controller Processor):** Selected where Client (as controller/data exporter) transfers to Langfuse (as processor/data importer) outside the EEA.
- **Module 3 (Processor Sub processor):** Selected for transfers from Langfuse (as processor/data exporter) to its sub processors (data importers) outside the EEA.

(d) Options and clause selections.

- **Clause 7 (Docking clause):** Included.
- **Clause 9(a) (Use of sub processors):** Option 2 (General written authorisation); notice period: 30 days (aligns with Section 4).
- **Clause 13 (Supervisory authority):** As determined by Clause 13 for the data exporter.
- **Clause 17 (Governing law):** German law.
- **Clause 18 (Forum and jurisdiction):** Courts of Berlin, Germany, without prejudice to data subjects' rights under the SCCs.

(e) Transfer risk assessments and supplementary measures. The Parties will perform and document transfer impact assessments as required by Clause 14 and implement supplementary measures where necessary.

4.2 EU SCCs – Annex I (completed)

A. List of Parties

- **Data exporter:** the Client as identified in the Main Contract, including its legal name, registered address and contact details as recorded therein; role: Controller (and/or Processor for onward transfers as applicable).
- **Data importer:** Langfuse GmbH, Gethsemanestr. 4, 10437 Berlin, Germany; privacy@langfuse.com; legal@langfuse.com; role: Processor.

(Additional Langfuse entities and/or sub processors may accede pursuant to Clause 7 by executing an accession; no further Client action is required.)

B. Description of Transfer

- **Categories of data subjects:** Client's users; individuals referenced in application content/logs ('data subjects of the Client').
- **Categories of personal data:** As described in Annex 1 (e.g., names, email addresses, identifiers; application content, prompts/outputs, traces, logs and identifiers provided by Client).
- **Special category/sensitive data:** Not intended for non HIPAA environments. For HIPAA workloads, PHI may be processed only in the HIPAA Cloud under the BAA.
- **Frequency & nature:** Continuous and as necessary to provide, secure, support, maintain and improve the Solution (hosting, storage, retrieval, transmission, display, computation, logs/monitoring, backup/DR, support).
- **Purpose:** Contractual provision of the Langfuse platform.
- **Retention:** For the term of the Main Contract and until deletion/return per Section 9 (or as required by law).
- **Subject matter & duration:** As above and coterminous with the Main Contract and post termination wind down/deletion period.

C. Competent Supervisory Authority

As determined by Clause 13 of the EU SCCs for the data exporter.

4.3 EU SCCs – Annex II (Technical and Organisational Measures)

The TOMs in Annex 2 are incorporated here by reference as Annex II to the EU SCCs.

4.4 EU SCCs – Annex III (List of Sub processors)

The sub processors in Annex 3 are incorporated here by reference as Annex III to the EU SCCs.

4.5 UK Addendum (UK GDPR)

For restricted transfers under the UK GDPR, the Parties incorporate by reference the UK Information Commissioner's International Data Transfer Addendum to the EU SCCs (Version B1.0, in force 21 March 2022) (the 'UK Addendum'). The UK Addendum varies the EU SCCs only as required by UK law.

- **Table 1 (Parties):** Exporter = the Client as identified in the Main Contract; Importer = Langfuse GmbH, Gethsemanestr. 4, 10437 Berlin, Germany.
- **Table 2 (Selected SCCs):** EU SCCs (Decision (EU) 2021/914), Module 2 and/or Module 3; Docking clause included; Clause 9 Option 2 with 30 days; Clause 17 = German law; Clause 18 = courts of Berlin, Germany.
- **Table 3 (Appendix Information):** Mirrors Annex 1–3 of this DPA.
- **Table 4 (Ending the UK Addendum):** Mandatory clauses apply; no bespoke amendments.

By executing the Main Contract or an Order Form (including via a legally valid e-signature or click-accept), the Parties are deemed to have executed the UK Addendum. No additional signatures are required.

4.6 Swiss Addendum (FADP)

For transfers subject to Swiss data protection law, the Parties agree the EU SCCs are adapted as follows (the 'Swiss Addendum'):

1. References to the 'GDPR' include the FADP where applicable; references to 'Member State' include Switzerland; references to the 'supervisory authority' include the FDPIC.
2. For Swiss subject transfers, Clauses 17–18 are governed by Swiss law and the courts of Zurich, Switzerland, without prejudice to data subjects' rights.
3. Swiss data subjects may exercise third party beneficiary rights in Switzerland under the SCCs as adapted.

By executing the Main Contract or an Order Form (including via a legally valid e-signature or click-accept), the Parties are deemed to have executed the Swiss Addendum. No additional signatures are required.