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# NDA (Non Disclosure Agreement)

## Request an NDA with Langfuse

During procurement and onboarding, users sometimes request an NDA (Non Disclosure Agreement) with Langfuse. We have a standard NDA template that you can find below. You can request signature of this NDA by sending an email to legal@langfuse.com. Please include a few sentences about the purpose of the NDA.

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

## Langfuse NDA Template

### Mutual Non-Disclosure Agreement (MNDA)

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between the parties below and shall be effective as of the date of the last signature affixed hereto (the "Effective Date"):

**Party 1:**
Langfuse GmbH
Gethsemanestr. 4, 10437 Berlin, Germany
Notices to: legal@langfuse.com

**Party 2:**
[Counterparty Name] _____

[Counterparty Address] _____

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### 1. Purpose

The parties wish to explore a potential business relationship. In connection with this, each party may disclose certain confidential and proprietary information to the other.

### 2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether oral, written, electronic, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances.

Confidential Information includes, without limitation, business, technical, financial, product, roadmap, pricing, or other proprietary information.

Confidential Information does not include information that:

- (a) is or becomes publicly known without breach of this Agreement;
- (b) was rightfully known by the Receiving Party before disclosure;
- (c) is rightfully received from a third party without restriction; or
- (d) is independently developed without use of the Disclosing Party's Confidential Information.

## 3. Obligations of the Receiving Party

The Receiving Party agrees to:

- (a) use Confidential Information solely for the Purpose;
- (b) not disclose Confidential Information to any third party except to employees, contractors, or advisors with a need to know who are bound by confidentiality obligations at least as restrictive as those herein; and
- (c) protect Confidential Information with the same degree of care it uses to protect its own confidential information, but at least a reasonable standard of care.

## 4. Disclosures Required by Law

The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided it gives reasonable notice to the Disclosing Party (where legally permissible) to allow the Disclosing Party to seek protective measures.

## 5. Term and Termination

This Agreement will remain in effect for three (3) years from the Effective Date. Either party may terminate this Agreement upon written notice. The Receiving Party's duty to protect Confidential Information survives for two (2) years from the date of last disclosure, except for trade secrets, which remain protected until they cease to qualify as trade secrets under applicable law.

## 6. Return or Destruction of Information

Upon termination or upon written request, the Receiving Party shall return or destroy all Confidential Information, except that copies retained in standard backup or archival systems may be kept provided they remain subject to this Agreement.

### 7. Proprietary Rights

All Confidential Information remains the property of the Disclosing Party. No license or other rights are granted except as expressly set forth herein.

### 8. Disclaimer

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

### 9. Equitable Relief

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and the Disclosing Party is entitled to seek injunctive or equitable relief.

### 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of London, England, United Kingdom.

### 11. General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings. Any amendments must be in writing and signed by both parties. If any provision is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

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## Signatures

**Langfuse GmbH**

By: _____

Name: Marc Klingen

Title: Managing Director

Date: _____

**Counterparty**

By: _____

Name: _____

Title: _____

Date: _____

Email: _____