

n8n End-User License Agreement

This End User License (the “EULA”) govern the End User's access to, and use of, the Software and Cloud Services provided by n8n GmbH with a registered office at Novalisstr. 10, 10115 Berlin, Germany (“n8n”) and procured by the End User through a Reseller, whose details are set forth in the relevant order form. By accessing or using the Software or Cloud Services, the End User accepts and agrees to be bound by the EULA in effect on the date of the applicable Order Form.

The End User's commercial arrangements with the Reseller, including the price payable by the End User, are governed by the End User's separate agreement with the Reseller. The Reseller is not authorized to make any representation, warranty or commitment on behalf of n8n except where expressly authorized by n8n in writing.

1 DEFINITIONS

1.1 **“Acceptable Use Policy”** means the n8n policy located at <https://n8n.io/legal/customer-acceptable-use-policy/>.

1.2 **“Affiliates”** means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, “Control” means beneficial ownership of fifty percent (50%) or more of the voting power or equity in an entity or the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity.

1.3 **“Authorised User”** means any employee, contractor, or other individual who is authorised by End User to access and use the Software solely on End User's behalf. Any individual using End User's access credentials or licence keys or creating an account from an invitation sent by End User will be presumed to be authorised by End User.

1.4 **“Confidential Information”** means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which: (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

1.5 **“Cloud Services”** means the Software provided by n8n via an n8n-controlled cloud environment.

1.6 **“End-User Offering”** means an End-User's technological product or solution in which the Software or Cloud Services operate as a non-visible backend component.

1.7 **“Documentation”** means n8n guidelines and standard technical documentation for the Self-Hosted Software or Cloud Services, available at <https://docs.n8n.io/>, as may be updated by n8n from time to time. This Documentation is extensive and cannot be appended.

1.8 **“End User Content”** means the files, data and other information transmitted by End User through the Software or Cloud Services.

1.9 **“Fee”** means the fees payable by the Reseller to n8n under the applicable Order Form.

1.10 **“Liable”** and **“Liability”** means any liability arising under, out of or in connection with this Agreement, whether or not foreseeable or in the contemplation of the parties at any time, in or under

contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity, restitution or otherwise.

1.11 “**n8n AI Terms**” means n8n AI Terms located at <https://n8n.io/legal/ai-terms/> which are incorporated into this Agreement.

1.12 “**Order Form**” means the applicable written order between n8n and the Reseller for the provision of Software or Cloud Services to the End User, including any applicable licence scope, usage limits and subscription term.

1.13 “**Reseller**” means the authorised reseller through which the End User has procured the Software or Cloud Services.

1.14 “**Self-Hosted Environment**” means any End User-controlled environment in which the Software is installed, executed, or made accessible to Authorised Users, including End User-owned or End User-managed data centres, secure or isolated network segments, virtual machines, containers, enclaves, or End User-controlled cloud environments.

1.15 “**Self-Hosted Software**” means the Software licensed for use in a Self-Hosted Environment.

1.16 “**Software**” means n8n’s authored software for community and enterprise features, as identified in their respective Github public repositories.

1.17 “**Usage Data**” means information relating to End User’s use, access, instructions, configuration and operation of the Software and Cloud Services, which may include technical logs, metadata, telemetry data, or workflow configurations generated through End User’s use of the Software or Cloud Services (but excluding End User Content).

2 ORDER FORMS AND AFFILIATES

2.1 The Software or Cloud Services made available to the End User, including the applicable licence scope, usage limits and Term, will be determined by the applicable Order Form between n8n and the Reseller. The End User acknowledges that it has no right to use the Software or Cloud Services beyond the scope procured for it under the applicable Order Form.

2.2 An Affiliate of the End User may access and use the Software or Cloud Services only to the extent expressly permitted under the applicable Order Form. The End User remains responsible for each such Affiliate’s compliance with this EULA.

2.3 No terms or conditions contained in any End User purchase order, registration portal or other document issued by the End User will form part of this EULA unless expressly agreed by n8n in writing. In the event of any conflict between this EULA and an applicable Order Form concerning the End User’s permitted scope of use, usage limits or Term, the applicable Order Form will prevail to the extent of that conflict.

3 RESELLER RELATIONSHIP; SUPPORT.

3.1 The End User acknowledges that the Reseller is an independent contractor and is not n8n’s agent for purposes of entering into, amending or varying this EULA. The Reseller is solely responsible for any commitments it makes to the End User that exceed or differ from n8n’s obligations under this EULA.

3.2 During the Term, n8n will provide the End User with the level of technical support applicable to the support plan procured for the End User under the applicable Order Form (“**Support Services**”). The scope of the Support Services, including applicable support channels, hours of availability, severity levels,

target response times and other service levels, is described in n8n's then-current Support Services Terms, attached in the relevant Order Form. However, where the Reseller has agreed to provide first-line or other support services to the End User, the End User must first submit applicable support requests to the Reseller. n8n will provide Support Services directly to the End User only to the extent included in the support plan applicable under the Order Form.

3.3 Except as expressly stated in this EULA, n8n is not responsible for the Reseller's acts or omissions, products, services, representations, pricing, invoicing or other contractual obligations to the End User. Nothing in the End User's agreement with the Reseller modifies or expands n8n's obligations under this EULA unless n8n expressly agrees otherwise in writing.

4 CLOUD SERVICES

4.1 This Clause 4 applies solely to the Cloud Services. If End User subscribes to a Self-Hosted Software offer only, this entire Clause 4 shall not apply.

4.2 **Account Setup and Management:** As part of the registration process, End User will identify an administrative username and password for End User's account. End User may use the administrative username and password to create accounts for additional Authorised Users. Authorised Users are not permitted to share their accounts with any other person or entity. End User agrees that it is responsible for ensuring that it and its Authorised Users maintain the confidentiality of their account information and its Authorised Users comply with this Agreement. End User acknowledges that it is solely responsible for any liabilities arising from: (a) an Authorised User's non-compliance with this Agreement; and (b) any activity that occurs through an Authorised User's account. End User shall immediately notify n8n of any suspected or actual unauthorised use of End User's account. n8n reserves the right to revoke, rotate, or expire any API tokens, credentials, or other authentication mechanisms at any time if n8n reasonably believes such credentials have been compromised or are being used in violation of this EULA.

4.3 **Cloud Services Provision:** Once End User has set up their account in accordance with Clause 4.2, n8n will make the Cloud Services available to End User during the applicable Term, and subject to the terms of this Agreement and the applicable Order Form(s), n8n grants End User and Authorised Users a non-exclusive right to access and use the Software solely (i) for End User's own internal business purposes and in accordance with the Documentation or (ii) as embedded in an End User Offering for distribution to its end customers. The End User shall implement reasonable technical measures to prevent users of the End User Offering from directly accessing the Cloud Services interfaces or functionality.

4.4 **End User Licence:** End User owns and retains all right, title and interest in and to all End User Content. During the Term, n8n will have the right (including to engage its sub-processors) to use the End User Content solely for the purposes of providing the Software to End User and fulfilling its obligations hereunder. End User hereby grants n8n a non-exclusive, royalty-free, fully-paid worldwide licence (with the right to sublicense to n8n's sub-processors) to access, use, and reproduce End User Content (as defined in Clause 9) to provide and support the Software.

4.5 **Data Processing Agreement:** The data processing agreement found here <https://n8n.io/legal/data-processing-agreement/> shall apply.

5 SELF-HOSTED SOFTWARE

5.1 This Clause 5 applies solely to the Self-Hosted Software. If End User subscribes to Cloud Services only, this entire Clause 5 shall not apply.

5.2 **Installation of Software:** End User is solely responsible for installing the Software at the installation site permitted under the applicable Order Form in accordance with the Documentation. Following the start of the Term, n8n shall provide: (a) access to the Documentation; and (b) the applicable Software activation key, which, once redeemed, is converted to a licence key for the Software (the "Licence Key").

5.3 **Software Licence:** Subject to the terms of this Agreement and the applicable Order Form(s), for the duration of the Term, n8n hereby grants End User a non-exclusive, limited, non-sublicensable, non-transferable licence to (a) install and use the Software in object code form only as delivered pursuant to this Agreement; and (b) use the Documentation as necessary for its use of the Software, in each case either (i) solely for End User's internal business purposes or (ii) as embedded in the End User Offering. End User shall implement reasonable technical measures to prevent users of the End User Offering from directly accessing the Software's interfaces or functionality. All rights to the Software not expressly granted under this Agreement are reserved by n8n.

5.4 **Software Updates:** For any updates or upgrades made by n8n in accordance with Clause 6.2, n8n reserves the right to discontinue support for non-current releases and versions of the Software.

5.5 **Usage Data:** Self-Hosted Software End Users may opt out of sending Usage Data to n8n by following the instructions in the Documentation. Notwithstanding any such opt-out, n8n will continue to collect licensing metadata which is transmitted separately via the license server for compliance and billing purposes. For the sake of clarity, no End User Content is included in this metadata.

5.6 **Audit:** During the term of this Agreement, n8n may, during normal business hours and upon reasonable prior notice to End User, inspect End User's records relating to use of the Software by End User and its Authorised Users to verify End User's compliance with this Agreement, including any usage limits. Such audits will be conducted in a manner designed to minimise the impact on End User's business and End User may redact information that is not relevant to the audit. Unless required by applicable law, court order or a regulatory authority or End User is in material breach of this Agreement, n8n may only exercise its audit rights once per calendar year.

6 USAGE LIMITS, SOFTWARE UPDATES AND MODIFICATIONS

6.1 **Usage Limits:** End User's access and use of the Software, whether under the Software Licence or Cloud Services, may be subject to the usage limits set forth on the applicable Order Form. If the End User exceeds the applicable usage limits, n8n may require the End User to reduce its usage to the permitted limits and/or require the Reseller to procure the applicable additional usage from n8n. Any amounts payable by the End User in connection with such additional usage will be governed by the End User's arrangements with the Reseller. n8n reserves the right to suspend access to the Cloud Services for chronic and egregious overuse.

6.2 **Software Updates:** Subject to the terms of this Agreement, n8n will make available to End User updates and upgrades to the Software which may include bug fixes, enhancements and security updates, as such updates and upgrades are made generally available to n8n's other customers ("**Software Updates**"). Software Updates will not materially decrease the overall functionality of the Software. End User agrees that its entry into this Agreement is not contingent on n8n developing, delivering or otherwise making available any future functionality or features, or dependent on any oral or written public comments made by n8n regarding future functionality or features of the Software. End User is solely responsible for any internal costs required in connection with the implementation of any Software Updates. The End User agrees to install Software Updates as soon as reasonably practicable after release. n8n makes no warranties or conditions regarding the performance, security, or stability of outdated Software versions and disclaims all Liability for any issues that may arise as a result.

6.3 **Modifications:** n8n may modify, supplement, enhance, or otherwise change (including through routine upgrades and bug fixes) the Software (in whole or part) including the technical, functional, administrative and operative methods of supply of the same wherever n8n deems necessary (in its sole discretion) to: (a) comply with applicable law; (b) address unforeseen or imminent dangers or risks (including fraud, malware, spam, data breaches, cybersecurity or other risks); or (c) address actual or potential changes in the organisation of its business, technical systems or requirements, provided, in each case, the foregoing does not have a materially adverse impact on the functionality, performance or security of the Software.

7 THIRD PARTY SOFTWARE AND SERVICES

7.1 **Third Party Software:** The third-party software listed at this URL: <https://github.com/n8n-io/n8n/network/dependencies> ("**Third Party Software**") is incorporated within the Software for the purposes of this Agreement, except where expressly stated otherwise. The Third-Party Software is subject to separate third-party license terms, which n8n will make available upon request. The Third-Party Software is not subject to the warranties or indemnities provided by n8n under this Agreement.

7.2 **Third Party Services:** The Software and Cloud Services enables connections to third-party applications, APIs, platforms, data sources, and community-developed nodes and extensions (each and collectively, "**Third-Party Services**"). n8n does not endorse, control, or assume responsibility for the content, functionality, availability, accuracy, or security of any Third-Party Service. Access to and use of any Third-Party Service is at End User's sole risk. If End User connects a Third-Party Service, including by granting OAuth authorizations, storing credentials in n8n's credential manager, or installing community nodes, End User is solely responsible for: (i) the decision to connect; (ii) the permissions and scopes granted; (iii) all actions performed via connected accounts, including those triggered by End User's workflows; and (iv) any data transmitted to or received from the Third-Party Service. n8n does not warrant that integrations will be continuously available; Third-Party Services may change, deprecate, or rate-limit their APIs without notice, and n8n is not liable for workflow failures or data inaccuracies caused by Third-Party Service downtime, deprecation, rate limits, or API modifications. For Self-Hosted Software End Users, End User additionally bears the responsibility for its Self-Hosted Environment, network security, and any community nodes or custom components installed therein.

8 BETA FEATURES

n8n may, from time to time, create experimental enhancements, upgrades, updates, improvements, modifications, extensions and other experimental changes to the Software and Documentation and may make these features available to End User for early access ("**Beta Features**"). n8n may communicate an offer for use of these services to End User for purchase or on a free of charge trial basis. The End User may elect to use Beta Features made available to it by n8n. Where access to Beta Features is subject to additional fees, such access may require the Reseller to procure the applicable Beta Features from n8n and any amounts payable by the End User will be governed by the End User's arrangements with the Reseller. End User understands that n8n is not responsible for the stability or functionality of Beta Features. n8n may terminate End User's access to Beta Features at any time. Notwithstanding anything to the contrary herein, End User agrees that Beta Features are provided on an "as-is" and "as available" basis, without any representation, warranty or indemnity and at End User's sole risk and to the fullest extent permitted by law, n8n disclaims all Liability in respect of the same. End User's exclusive remedy if it is not satisfied with Beta Features or if it has suffered loss or damage in connection with them is to cease use of the same.

9 END USER RESTRICTIONS

9.1 **Restrictions:** End User will not, and will not permit its Authorised Users or any third party to: (a) except to the extent permitted by applicable law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Cloud Services, or attempt to discover the underlying structure, ideas, know-how or algorithms relevant to the Software; (b) modify, adapt, copy, or create derivative works based on the Software, except to the extent: (i) copying is necessary for normal use or installation of the Software; (ii) permitted under applicable law including statutory rights of error correction and interoperability; (c) sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Software or Cloud Services to any third party except as permitted in Section 4.3 and 5.3 above; (d) make the Software's or Cloud Services user interface, workflow creation, editing, execution monitoring, or administrative features directly accessible to users of its End User Offering; (e) use the Software or Cloud Services to create or develop a competitive product or service or to engage in competitive analysis or benchmarking against products or services provided by third parties that are similar to the Software; (f) attempt to gain unauthorised access to the Software or Cloud Services or make them available to anyone other than its Authorised Users; (g) collect or process personal data through the Software or Cloud Services without a lawful basis under applicable data protection law, or conduct unauthorised profiling or tracking of individuals; (h) make fully automated decisions affecting individuals' rights, safety, or well-being in domains classified as high-risk under applicable AI regulation, without appropriate human oversight as required by that regulation; End User, as the deployer, remains solely responsible for ensuring its use of the Software or Cloud Services in compliance with AI regulations; (i) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs through the Software or Cloud Services; (j) interfere with or disrupt the integrity or performance of the Cloud Services; (k) circumvent, remove, alter or thwart any technological measure or content protections of the Software or Cloud Services; (l) use the Software or Cloud Services to train, fine-tune, or develop foundation models or general-purpose AI models; or (m) use the Software in violation of the Acceptable Use Policy.

9.2 **Export Laws:** The Software and Cloud Services may be subject to import, export control and sanctions laws and regulations of various global jurisdictions ("**Export Laws**"). Unless expressly required by local law, End User shall not allow any third party to: (i) export, re-export or transfer any part of the Software or Cloud Services to countries, persons or entities prohibited by Export Laws or (ii) permit any Authorized User to access or use the Software or Cloud Services in or from an applicable embargoed country or region. End User is solely responsible for compliance with all applicable Export Laws in its use of the Software or Cloud Services, including the provision, transfer, or access of End User Content to users of its End User Offering, and agrees not to export, reexport, distribute, sell, lease, transfer, assign or otherwise dispose of the Software, or any End User Content in violation of Export Laws. Each party represents that as of the start of the Term, it is not listed on any applicable governmental sanctions or denied-party list.

10 END-USER CONTENT

10.1 End User is responsible for (a) the accuracy, quality and legality of all End User Content, and (b) the means by which End User acquires End User Content.

10.2 End User represents and warrants that End User has all necessary rights to permit n8n to use, store, disclose and otherwise process such End User Content as contemplated by this Agreement. To the extent applicable, the n8n AI Terms apply to End User Content used in connection with the AI features.

10.3 n8n implements and maintains physical, technical, and administrative security measures designed to protect the Software, Cloud Service and End User Content from unauthorized access, destruction, use,

modification, as available at <https://n8n.io/legal/security/>. n8n will not materially reduce or diminish its security measures during the Term of this Agreement.

11 USAGE DATA AND FEEDBACK

11.1 Feedback: End User may from time to time provide n8n with suggestions or comments for enhancements or improvements, new features or functionality or other feedback. n8n will have: (a) full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality; and (b) an unencumbered right, without any obligation to compensate or reimburse n8n, to use, incorporate and otherwise fully exercise and exploit any such suggestions or comments in connection with its products and services.

11.2 Usage Data: n8n may use End User Usage Data during and after the Term of the Agreement to maintain, improve, and enhance or the Software and Cloud Services, provided that n8n will not disclose any Usage Data unless it is aggregated or anonymized or in another de-identified form. For clarity, Usage Data does not include End User Content. Usage Data may include limited account information, as it relates to Authorized Users, and subject to n8n's Privacy Policy, may be used for support servicing.

12 PAYMENT OF FEES

12.1 The End User has procured the Software or Cloud Services through a Reseller. The fees and payment terms applicable between the End User and the Reseller are governed solely by the End User's agreement with the Reseller. n8n is not responsible for any amounts charged by the Reseller to the End User.

12.2 n8n may suspend or terminate the End User's access to or right to use the Software or Cloud Services if the applicable fees payable to n8n by the Reseller in respect of the End User remain unpaid following any applicable notice or cure period between n8n and the Reseller. Where reasonably practicable, n8n will provide the End User with notice before suspending or terminating access solely as a result of the Reseller's non-payment.

13 CONFIDENTIALITY AND PUBLICITY

13.1 Confidentiality: Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those herein; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will minimise such disclosure to the extent permitted by applicable law). Neither party will disclose the non-public terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorised use and disclosure. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth herein.

13.2 Public Announcement: Except as set forth in 13.3 below, neither party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties, except as required by law, any governmental or regulatory authority (including,

without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13.3 Publicity Rights: n8n may refer to the End User's name and trademarks in its marketing materials and website. Any other use of the End User's name or trademarks requires the End User's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

14 TERM AND TERMINATION

14.1 Term: This EULA becomes effective when the End User first accesses or uses the Software or Cloud Services and continues for so long as the End User is authorised under an applicable Order Form to access or use the Software or Cloud Services (the "Term"), unless terminated earlier in accordance with this EULA. Renewal of the End User's subscription or licence is subject to the applicable arrangements between n8n and the Reseller and between the Reseller and End User. Additionally, This EULA and the End User's rights under it will terminate automatically when the applicable Order Form expires or terminates or the Reseller otherwise ceases to be entitled to provide the applicable Software or Cloud Services to the End User.

14.2 Termination for Breach: n8n may terminate this EULA, or suspend or restrict the End User's access to all or part of the Software or Cloud Services, upon written notice if the End User materially breaches this EULA and fails to cure such breach within thirty (30) days after notice.

14.3 Consequences of Termination: Following termination or expiry of this Agreement, each party shall promptly return to the other or otherwise dispose of (as the other party may instruct), all materials, documents (including Documentation) or papers whatsoever including Confidential Information of the other party which are in its possession or under its control in whatever form they are recorded or stored, including any electronic or digital storage media. No termination of this Agreement shall affect any rights or liabilities of a party that accrued prior to the date of termination.

14.4 Survival: Any provision of this EULA which expressly or by implication is intended to come into or continue in force on or after termination of this EULA (in whole or part) will continue in force.

15 WARRANTY AND DISCLAIMER

15.1 Warranty: n8n warrants that the Software will operate in conformity with any specifications set forth in writing in n8n Documentation. In the event of a breach of this warranty, End User shall notify n8n in writing of the alleged issue, providing details of the problems, and upon confirmation of the issue by n8n, n8n will promptly correct any identified problem or provide work-arounds that address the identified issue to enable the Software to perform in accordance with this limited warranty. If n8n is unable to correct the identified problem, n8n may terminate the affected Software or Cloud Services. The foregoing remedies are End User's sole and exclusive remedy and n8n's entire liability for any breach of the warranty set forth in this Clause 15.1

15.2 Disclaimer: Except for the foregoing warranty, the Software, Cloud Services, and all services, data and information provided by n8n are provided on an "as is" and "as available" basis without warranty of any kind. Without limiting the foregoing, to the maximum extent permitted by law, n8n hereby disclaims all other warranties and conditions, express or implied, including all implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement. n8n does not warrant that the Software or Cloud Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Software, Cloud Services, or that the quality of the Software, Cloud Services or any services, data, information, or other material obtained through use of the Software or Cloud Services, will meet End User's expectations.

16 INDEMNIFICATION

16.1 **n8n Indemnity:** n8n will: (a) defend and hold harmless End User from any claim, suit or proceeding brought against End User by a third party alleging that the use of the Software or Cloud Services by End User as permitted herein infringes any intellectual property right of such third party (a “**Claim**”); and (b) indemnify and hold End User harmless from any damages, losses, expenses, costs or liabilities incurred in connection with such Claim. Notwithstanding the foregoing, n8n will have no obligation under this Clause 15.1 or otherwise with respect to any Claim to the extent based upon: (i) any combination of the Software with other products, equipment, software or data not supplied by n8n, (ii) any modification of the Software by any person other than n8n or its authorised agents or contractors, or (iii) any activity after n8n has provided End User with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Software. If n8n reasonably believes that all or any portion of the Software, or the use thereof, is likely to become the subject of any infringement Claim, n8n may procure, at n8n’s expense, for End User the right to continue using the Software in accordance with the terms hereof, replace or modify the allegedly infringing Software to make it non-infringing, or, in the event the preceding is infeasible or not commercially practicable, n8n may, in its sole discretion, terminate this Agreement upon written notice to End User. n8n will refund the applicable unused prepaid fees to the Reseller in accordance with the applicable Order Form. Any refund or credit owed by the Reseller to the End User will be governed by the End User’s agreement with the Reseller.

16.2 **End User Indemnity:** End User will: (a) defend and hold harmless n8n from any Claim brought against n8n by a third party: (i) alleging that the use of End User Content by n8n as permitted herein infringes any right, including intellectual property right of such third party; or (ii) as a result of or in connection with End User’s use of the Software in breach of this Agreement; and (b) indemnify and hold n8n harmless from any damages, losses, expenses, costs or liabilities incurred in connection with such Claim.

16.3 **Indemnification Procedure:** In connection with any Claim: (a) the indemnified party will promptly notify the indemnifying party of such Claim in writing; (b) the indemnifying party will have the sole and exclusive authority to defend and/or settle such Claim (provided that it may not settle any Claim without the indemnified party’s prior written consent, which will not be unreasonably withheld, delayed or conditioned where it unconditionally releases the indemnified party of all related liability); and (c) the indemnified party reasonably cooperates with the indemnifying party in connection therewith.

17 LIMITATION OF LIABILITY.

17.1 **Exclusions:** Subject to Clause 17.3, neither party is Liable for any: (a) loss of profits or business; (b) wasted expenditure; (c) loss of anticipated savings; (d) loss of use or corruption of software or data, in each case (a) to (d), whether direct or indirect; or (e) indirect, special, incidental, consequential or punitive damages.

17.2 **Liability Cap:** Subject to Clause 17.3, each party's aggregate Liability to the other arising out of or in connection with this Agreement shall not exceed the greater of the total Fees paid by or payable by End User to n8n by the Reseller (or via cloud marketplace) under the applicable Order Form with respect of the End User during the twelve (12) months immediately preceding the event giving rise to the claim; or GBP 100.

17.3 **Unlimited Liability:** Nothing in this Agreement excludes or restricts any liability for: (a) fraud or wilful misconduct, (b) misuse of intellectual property rights of the other party; (c) deliberate breach of Clause 13; or (d) any matter that cannot be excluded or restricted under applicable law.

18 GENERAL.

18.1 **Notices:** Unless otherwise agreed, all notices in connection with this Agreement must be in writing, and addressed as follows: (i) to both legal@n8n.io and success@n8n.io, and (ii) in the case of End User to the email address detailed in the relevant Order Form or as provided by the Reseller. Notices are deemed received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

18.2 **Assignment:** The End User may not assign, transfer or otherwise dispose of this EULA or any rights under it without n8n's prior written consent. n8n may assign this EULA without limitation.

18.3 **Relationship Between Parties:** Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

18.4 **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

18.5 **Entire Agreement; Updates:** This EULA constitutes the entire agreement between n8n and the End User concerning the End User's access to and use of the Software and Cloud Services and supersedes all prior agreements, representations and understandings between n8n and the End User concerning that subject matter. This EULA may be updated from time to time. n8n may make non-material changes at any time, including changes that do not materially reduce the End-User's rights or increase its obligations under this EULA. n8n will provide reasonable notice of any material changes. Material changes will become effective upon the End-User's next renewal, unless End-User agrees to the changes earlier.

18.6 **Governing Law and Jurisdiction:** If the End User is located in the United States, this Agreement is governed by the laws of the State of New York, without regard to its conflict of laws principles, and the state and federal courts located in New York County, New York will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. If the End User is located outside the United States, this Agreement is governed by the laws of England and Wales, without regard to its conflict of laws principles, and the courts of England and Wales will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.7 **Force Majeure:** Neither party will be deemed in breach hereunder for any cessation, interruption, delay or failure in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labour controversy, civil disturbance, terrorism, war (whether or not officially declared), pandemic, cyber-attack (including denial of service attacks), failure of any third party or End User software, hardware or communications network, or any change in or the adoption of any law, regulation, judgment or decree.

18.8 **Interpretation:** "Including" and similar expressions are illustrative and non-exhaustive. Headings do not affect interpretation. References to a "person" or "company" include any natural person or corporate or unincorporated body; references to a "party" include its successors and permitted assignees. Singular includes plural and vice versa; gender-neutral reading applies throughout. References to statutes include amendments and subordinate legislation. "Writing" includes email. Where a number appears in both words and figures, the words prevail.