

n8n MASTER ENTERPRISE TERMS

These Master Enterprise Terms (the “**Terms**”) are entered into on the effective date stated on the first Order Form (the “**Effective Date**”) by and between n8n GmbH with registered number HRB212509 B whose registered office is at Novalisstr. 10, 10115 Berlin, Germany (“**n8n**”) and the customer whose details are set out on that Order Form (“**Customer**”). These Terms, together with each Order Form executed by the parties, constitute the agreement between the parties (“**Agreement**”).

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 Customer to access and use the Software solely on Customer’s behalf. Any individual using Customer’s access credentials or licence keys or creating an account from an invitation sent by Customer will be presumed to be authorised by Customer.

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 a Cloud Services Environment.

1.6 “**Cloud Services Environment**” means any n8n-controlled environment.

1.7 “**Customer Solution**” means Customer product or solution where n8n Software or Cloud Service operate as a non-visible backend engine.

1.8 “**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.

1.9 “**End-User**” means individuals or entities authorized by Customer to use Customer’s Solution for their own internal business purposes.

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

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

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

2 ORDER FORMS AND AFFILIATES

2.1 **Order Form Terms:** The parties may execute order forms setting forth the specific terms of the Software licence or Cloud Services (as applicable), including pricing and the applicable subscription term (each, an **“Order Form”**). In the event of conflict between an Order Form and these Terms, the Order Form shall prevail. No terms or conditions contained in any Customer purchase order, registration portal or other document issued by Customer shall form part of any contract between n8n and Customer.

2.2 **Customer Affiliate Order Forms:** Unless otherwise agreed, the licence and Services provided under this Agreement are provided solely to Customer. Any Affiliate of Customer will have the right to enter into an Order Form, which shall be governed by and incorporated into this Agreement. Each such Affiliate Order Form binds the relevant Affiliate directly to the terms of this Agreement as if it were the "Customer" thereunder, solely with respect to its Order Form. Customer's Affiliate shall be solely liable for its own obligations under its Order Form.

3 CLOUD SERVICES

3.1 This Clause 3 applies solely to the Cloud Services. If Customer subscribes to a Self-Hosted Software offer only, this entire Clause 3 shall not apply.

3.2 **Account Setup and Management:** As part of the registration process, Customer will identify an administrative username and password for Customer’s account. Customer 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. Customer 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. Customer 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. Customer shall immediately notify n8n of any suspected or actual unauthorised use of Customer’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 these Terms.

3.3 **Cloud Services Provision:** Once Customer has set up their account in accordance with Clause 3.2, n8n will make the Cloud Services available to Customer during the applicable Term, and subject to the terms of this Agreement and the applicable Order Form(s), n8n grants Customer and Authorised Users a non-exclusive right to access and use the Software subject solely (i) for Customer’s own internal business purposes and in accordance with the Documentation or (ii) as embedded in Customer’s product or solution (**“Customer Solution”**) for distribution to Customer’s End-Users. Customer shall implement reasonable technical measures to prevent End-Users from directly accessing the Cloud Services interfaces or functionality.

3.4 Customer Data Licence: Customer hereby grants n8n a non-exclusive, royalty-free, fully-paid worldwide licence (with the right to sublicense to n8n's subcontractors performing services for n8n and to third party service providers used by n8n in providing the Software) to access, use, reproduce and create derivative works of all Customer Data (as defined in Clause 9) to provide and support the Software.

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

4 SELF-HOSTED SOFTWARE

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

4.2 Installation of Software: Customer is solely responsible for installing the Software at the installation site permitted under the applicable Order Form in accordance with the Documentation. Following the Effective Date, 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").

4.3 Software Licence: Subject to the terms of this Agreement and the applicable Order Form(s), for the duration of the Term, n8n hereby grants Customer a non-exclusive, limited, non-transferable licence (without the right to sublicense) 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 Customer's internal business purposes or (ii) as embedded in Customer's Solution. Customer shall implement reasonable technical measures to prevent End-Users from directly accessing the Software's interfaces or functionality. All rights to the Software not expressly granted under this Agreement are reserved by n8n.

4.4 Software Updates: For any updates or upgrades made by n8n in accordance with Clause 5.2, n8n reserves the right to discontinue support for non-current releases and versions of the Software.

4.5 Usage Data: Self-Hosted Software Customers may opt out of sending Usage Data (as defined in Clause 10.1) to n8n by following the instructions in the Documentation.

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

5 USAGE LIMITS, SOFTWARE UPDATES AND MODIFICATIONS

5.1 Usage Limits: Customer'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 Customer exceeds the permitted usage limits, then Customer will be responsible for paying any excess usage fees in accordance with n8n rates agreed in the applicable Order Form (or n8n's then-current rates if no excess usage fees are specified in the Order Form).

5.2 Software Updates: Subject to the terms of this Agreement, n8n will make available to Customer 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.

Customer 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. Customer is solely responsible for any costs required in connection with the implementation of any Software Updates. The Customer 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.

5.3 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.

6 THIRD PARTY SOFTWARE AND SERVICES

6.1 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 provided to the contrary). The Third Party Software are subject to separate third-party terms that are provided by n8n on request and is not subject to the warranties and indemnities provided by n8n herein.

6.2 Third Party Services: The Service enables connections to third-party applications, APIs, platforms, data sources, and community-developed nodes and extensions (collectively, "**Third-Party Services**"). n8n provides such connectivity solely as a technical capability and 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 Customer's sole risk. If Customer connects a Third-Party Service, including by granting OAuth authorizations, storing credentials in n8n's credential manager, or installing community nodes, Customer 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 Customer'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 deployments, Customer additionally bears full responsibility for its hosting environment, network security, and any community nodes or custom components installed therein.

7 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 Customer for early access ("**Beta Features**"). n8n may communicate an offer for use of these services to Customer for purchase or on a free of charge trial basis. Customer may elect to trial these Beta Features by communicating such election to n8n and by doing so, Customer hereby authorises n8n to implement such Beta Features and Customer agrees to pay, on demand, any applicable fee for use of the Beta Features. Customer understands that n8n is not responsible for the stability or functionality of Beta Features. n8n may terminate Customer's access to Beta Features at any time. Notwithstanding anything to the contrary herein, Customer agrees that Beta Features are provided

on an “as-is” and “as available” basis, without any representation, warranty or indemnity and at Customer’s sole risk and to the fullest extent permitted by law, n8n disclaims all Liability in respect of the same. Customer’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.

8 CUSTOMER RESTRICTIONS

8.1 Restrictions: Customer will not, and will not permit its Authorised Users or any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, or underlying structure, ideas, know-how or algorithms relevant to the Cloud Services; (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 3.3 and 4.3 above or otherwise expressly provided under the Agreement (d) make the Software's or Cloud Services user interface, workflow creation, editing, execution monitoring, or administrative features directly accessible to its End-Users (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; Customer, 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 (m) use the Software in violation of the Acceptable Use Policy.

8.2 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, Customer 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. Customer 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 Customer Data to Customer’s End-Users, and agrees not to export, reexport, distribute, sell, lease, transfer, assign or otherwise dispose of the Software, or any Customer Data in violation of Export Laws. Each party represents that as of the Effective Date, it is not listed on any applicable governmental sanctions or denied-party list.

9 CUSTOMER DATA

9.1 Customer is responsible for (a) the accuracy, quality and legality of all data, content, information, and other materials uploaded, posted or otherwise provided to or through the Software or Cloud Services

by Customer and its Authorised Users (the “Customer Data”), and (b) the means by which Customer acquired Customer Data.

9.2 Customer represents and warrants that Customer has all necessary rights to permit n8n to use, store, disclose and otherwise process such Customer Data as contemplated by this Agreement. The n8n AI Terms apply to Customer Data used in connection with certain AI features.

9.3 We implement and maintain physical, technical, and administrative security measures designed to protect the Software, Cloud Service and Customer Data from unauthorized access, destruction, use, modification, as available at <https://n8n.io/legal/security/>.

10 USAGE DATA AND FEEDBACK

10.1 **Usage Data:** n8n shall have the right to collect and analyse data and other information relating to Customer’s use, access, instructions, configuration and operation of the Software and Cloud Services, which may include technical logs, metadata, telemetry data, product analytics (“**Usage Data**”) and n8n will be free to use such Usage Data to maintain, improve, and enhance or the Software and Cloud Services and any other lawful purpose, provided that any disclosure of Usage Data shall be solely in aggregate or other de-identified form.

10.2 **Feedback:** Customer 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 PAYMENT OF FEES

11.1 **Payment Terms:** Unless otherwise agreed in an Order Form, Customer shall pay the fees specified in each Order Form (the “**Fees**”) on the Effective Date and then annually in advance. Unless a specific format is required by applicable law, invoices will be issued by email in standard electronic format (PDF or legally compliant electronic equivalent) to the Customer billing contact specified in the Order Form, to the exclusion of any Customer procurement portal or third-party invoicing systems. Full payment for invoices issued must be received by n8n fifteen (15) days after the mailing date of the invoice. Unpaid Fees that are not disputed pursuant to Clause 11.3 are subject to interest at 4% per annum above the European Central Bank’s base rate from time to time. Other than where expressly stated, Fees are non-cancellable and non-refundable.

11.2 **Taxes:** Customer is responsible for all taxes other than n8n’s income tax. Fees are exclusive of taxes, levies, or duties imposed by any governmental authority (“**Taxes**”). If n8n has a legal obligation to collect Taxes for which Customer is responsible, n8n will invoice Customer for those amounts unless Customer provides a valid tax exemption certificate. If Customer is required by law to withhold Taxes from payments to n8n, Customer shall gross up the payment so n8n receives the full contracted Fees net of withholding Taxes and shall provide n8n with withholding tax certificates reasonably required to claim applicable tax credits. Customer shall notify n8n of any requirement to receive a tax residence certificate or similar documentation prior to releasing payment, no later than Order Form execution. Payment obligations and interest accrual under Clause 11.1 are not suspended pending receipt of any such documentation.

11.3 **Suspension and Termination:** n8n may suspend or terminate Customer's access to the Software or Cloud Services upon ten (10) days' written notice if any undisputed Fees remain unpaid after the due

date. Suspension does not affect accrual of Fees or interest under Clause 11.1. n8n will promptly restore access upon receipt of all overdue amounts. If Customer disputes any amount, Customer shall notify n8n in writing within seven (7) days of n8n requesting such amount specifying in reasonable detail the basis for and amount of the dispute and the parties shall act reasonably and in good faith to resolve such dispute.

12 CONFIDENTIALITY AND PUBLICITY

12.1 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.

12.2 Public Announcement: No 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.

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

13 TERM AND TERMINATION

13.1 Term: Except otherwise earlier terminated, this Agreement will start on the Effective Date and continue for the initial term as specified on the Order Form (the "**Term**"). It shall thereafter be automatically renewed for additional twelve (12) month periods at n8n's then current list price unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

13.2 Termination for Breach: Either party may terminate this Agreement or any individual Order Form (or n8n may suspend or restrict access to all or part of the Software if Customer receives Cloud Services) upon written notice if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of notice thereof.

13.3 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, including any Fees accrued or payable to n8n prior to the effective date of termination.

13.4 **Survival:** The provisions of Clauses 1, 10, 11, 12, 13.3, 13.4 and 14 to 17 shall survive any termination or expiry of this Agreement.

14 WARRANTY AND DISCLAIMER

14.1 **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, Customer 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 any identified problem, n8n shall notify Customer and Customer has the right to terminate this Agreement upon thirty (30) days' written notice to n8n and n8n will refund Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. The foregoing remedies are Customer's sole and exclusive remedy and n8n's entire liability for any breach of the warranty set forth in this Clause 14.1.

14.2 **Disclaimer:** Except for the foregoing warranty, the Software, Cloud Services, and all services, data and information provided by the company 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 Customer's expectations.

15 INDEMNIFICATION

15.1 **n8n Indemnity:** n8n will: (a) defend and hold harmless Customer from any claim, suit or proceeding brought against Customer by a third party alleging that the use of the Software or Cloud Services by Customer as permitted herein infringes any intellectual property right of such third party (a "Claim"); and (b) indemnify and hold Customer 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 Customer 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 Customer 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 Customer and n8n will refund Customer any pre-paid amounts for periods that have not yet occurred on the date of termination.

15.2 **Customer Indemnity:** Customer will: (a) defend and hold harmless n8n from any Claim brought against n8n by a third party: (i) alleging that the use of Customer Data 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 Customer'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.

15.3 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 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.

16 LIMITATION OF LIABILITY.

16.1 Exclusions: Subject to Clause 16.3, neither party is Liable for any: (a) loss of profits or business; (b) wasted expenditure (excluding Fees paid under this Agreement); (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.

16.2 Liability Cap: Subject to Clause 16.3, each party's aggregate Liability to the other arising out of or in connection with this Agreement shall not exceed the total Fees paid by Customer to n8n in the twelve (12) months immediately preceding the event giving rise to the claim.

16.3 Unlimited Liability: Nothing in this Agreement excludes or restricts any liability for: (a) deliberate breach of this Agreement; (b) misuse of intellectual property rights of the other party; (c) breach of Clause 12 (but not to the extent the breach relates to personal data or a breach of the data processing agreement); (d) the indemnities contained in Clause 15; or (e) any matter that cannot be excluded or restricted under applicable law.

17 GENERAL.

17.1 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 Customer to the email address detailed in the relevant Order Form. 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.

17.2 Assignment: Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities (except to a competitor of the other party). Any non-permitted assignment is null and void.

17.3 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.

17.4 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.

17.5 Entire Agreement: This Agreement constitutes the full and entire understanding and agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

17.6 Governing Law and Jurisdiction: Each party irrevocably agrees that this Agreement (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to

their formation) shall be interpreted and governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of London, England.

17.7 **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 Customer software, hardware or communications network, or any change in or the adoption of any law, regulation, judgment or decree.

17.8 **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.