

n8n Cloud Enterprise Terms and Conditions

This Agreement, incorporating each applicable order form ("**Order Form**") and n8n's cloud enterprise terms and conditions ("**Cloud Terms**"), is entered into between n8n GmbH with registered number HRB212509 B whose registered office is at Novalisstr. 10, 10115 Berlin, Germany ("**n8n**" or the "**Supplier**") and the entity whose details are set out in the applicable Order Form ("**Customer**") effective as of the Effective Date (as defined below). In the event of a conflict between the Order Form and the Cloud Terms, the Order Form shall take precedence. The Sustainable Use License (<https://github.com/n8n-io/n8n/blob/master/LICENSE.md>) will continue to apply to Customer's use of non-enterprise features.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

Business Day/Hours: a day other than a Saturday, Sunday or public holiday in Germany when banks in Berlin are open for business; the period from 9.00 am to 5.00 pm on any Business Day

Effective Date: the date of last signature of the applicable Order Form.

Fee: the subscription fee payable by the Customer to the Supplier as set forth in the Order Form price section.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

New Release: release of the Software that adds functionality, fixes bugs and vulnerabilities, or otherwise updates or upgrades the online Software applications provided to the Customer as part of the Services.

Open-Source Software: any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's open source definition from time to time.

Services: the subscription services provided by n8n to the Customer under this Agreement via app.n8n.cloud or any other website notified to the Customer by n8n from time to time.

Software: the online computer programs listed in the Order Form and any New Release provided by n8n as part of the Services.

Subscription Term: as set forth in the Order Form.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any

telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Unless the context otherwise requires:

- (a) words in the singular shall include the plural and in the plural shall include the singular;
- (b) A reference to a statute or statutory provision is a reference to it as amended, or re-enacted;
- (c) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative.

1.3 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the schedules or appendices, the provision in the body of this Agreement shall take precedence.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.5 The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Annexes.

2. **User Subscriptions**

2.1 Subject to the terms of the Order Form and this Agreement, n8n hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

2.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and n8n reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.3 The Customer shall not:

- (g) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (h) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (i) use the Services to provide services to third parties; or
- (j) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (k) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or
- (l) introduce or permit the introduction of, any Virus into the Services or the Supplier's network and information systems.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. **Services**

3.1 n8n shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, at an uptime rate of 99.5% except for:

- (a) planned maintenance carried out during the maintenance window of 10am to 5pm German time;
- (b) unavailability of generic internet services (e.g. DNS servers) outside of Supplier's control;
- (c) force majeure events;
- (d) actions or inactions of Customer or third parties outside of Supplier's control;
- (e) a failure of Customer's equipment or third-party computer hardware, software or network infrastructure outside of Supplier's control;

- (f) untypical use of n8n or customer-induced system;
- (g) scheduled infrastructure maintenance; and
- (h) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer reasonable notice.

3.3 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's support services policy in effect at the time that the Services are provided. The Supplier may amend the support services policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

3.4 The Customer shall receive access to the Services two Business Days from the Services Start Date.

4. **Third party providers**

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

5. **New releases**

The Supplier will provide the Customer with all New Releases generally made available to its customers, which may include bug fixes, enhancements and security updates. New Releases will not materially decrease the overall functionality of the Software. The Customer acknowledges and agrees to install New Releases as soon as reasonably practicable after its release. Failure to promptly implement these updates may result in the Software having unresolved bugs and/or being susceptible to security vulnerabilities. In such cases, the Supplier provides no warranties or guarantees regarding the performance, security, or stability of outdated software versions and disclaims all liability for any issues that may arise as a result.

6. **Fees**

6.1 The Customer shall pay to the Supplier the Fees on signature of the Order Form. The Fees are payable in full every 12 months in advance, via bank transfer within net 15 days of date of invoice. 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 portals or third-party invoicing systems

- 6.2 The Customer is responsible for all taxes other than Supplier's income tax. Fees are exclusive of taxes, levies, or duties imposed by any governmental authority ("**Taxes**"). If Supplier has a legal obligation to collect Taxes for which Customer is responsible, Supplier 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 Supplier, Customer shall gross up the payment so Supplier receives the full contracted Fees net of withholding Taxes.
- 6.3 If the Customer fails to make any payment due to the Supplier under this Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the European Central Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.4 Supplier may suspend or terminate Customer's access to the Services if: (a) Customer fails to pay undisputed Fees within 10 days after written notice of non-payment; or (b) Customer's use violates these Terms or applicable law, or risks harm to other customers or the Services' security or integrity. Supplier will provide advance notice where practicable. If Supplier acts without cause, Supplier will refund prepaid, unused Fees on a prorated basis. No refund is owed for suspension or termination for cause. Upon resolution, Supplier will promptly restore access.
7. **Confidentiality and publicity**
- 7.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 7.4 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 (such consent not to be unreasonably withheld or delayed), 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.

7.5 n8n shall be entitled to use the Customer's name and logo on its sales, marketing and PR material (including website) for the duration of this Agreement and Customer grants n8n a non-exclusive license solely for this purpose.

8. **Export**

8.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

8.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9. **Limited warranties**

9.1 The Supplier warrants that:

- (a) It has the right to enter into this Agreement and to provide the Services as contemplated by this Agreement; and
- (b) the Services shall, under normal operating conditions, substantially conform to the functionality described in documentation stated in the Order Form or, in the absence of a Order Form, as described on n8n's website (which may be updated from time to time).

9.2 The Supplier does not warrant that the use of the Services will be uninterrupted or error-free.

9.3 The Customer accepts responsibility for the selection of the Services to achieve its intended results and acknowledges that the Services has not been developed to meet the individual requirements of the Customer.

9.4 The Customer acknowledges that the warranties in this Agreement do not apply to any Open-Source Software incorporated in the n8n Services or as otherwise provided by the Supplier. Such Open-Source Software is provided "as is" and expressly subject to the disclaimer in clause 9.6.

9.5 The Customer warrants that they will comply with all applicable laws, regulations and codes of conduct in their use of the goods or services provided by the Supplier.

- 9.6 The Services are provided “as is” and “as available” to the fullest extent permitted by law. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. Supplier does not warrant that the Services provided under this Agreement will operate without interruption or be error free or that the Services or any Software or documentation will succeed in resolving any problem.

10. **Limits of liability**

10.1 Except as expressly stated in clause 10.2:

- (a) **Exclusion of Damages.** Under no circumstances, and under no legal theory (whether in contract, tort (including negligence), strict liability, warranty, or any other theory of liability), will the Parties, their Affiliates and or their contractors, employees, agents, be liable for any special, indirect, incidental, consequential, or exemplary damages (including loss of profits data, or use or cost of cover) arising out of or relating to these Terms or the use of or the inability to use the Software, even where the Parties have been informed of the possibility of such damage.
- (b) **Liability Cap.** The total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed the Subscription Fees paid or payable by Customer to Supplier during the twelve (12) months immediately preceding the events giving rise to the claim.
- (c) Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this agreement.

10.2 The exclusions in clauses 9.6 and 10.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

- (a) death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
- (a) fraud or fraudulent misrepresentation; or
- (b) any other liability which may not be excluded by law.

10.3 All dates supplied by the Supplier for the delivery of the Software shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

10.4 All references to "the Supplier" in this 10 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause

11. Intellectual property rights

11.1 The Customer acknowledges that all Intellectual Property Rights in the Services, Software and any New Releases belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Services or the Software other than the right to use it in accordance with the terms of this Agreement.

11.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the US, UK or EU Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, 11.2 shall not apply where the Claim in question is attributable to possession or use of the Services (or any part thereof) by the Customer other than in accordance with the terms of this Agreement, use of the Services in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Services not so combined, or use of a non-current release of the Services.

11.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under 11.2 are conditional on the Customer:

- (a) as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

11.4 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

- (a) procure for the Customer the right to continue to use the Services (or any part thereof) in accordance with the terms of this Agreement;
- (b) modify the Services so that it ceases to be infringing;
- (c) replace the Services with non-infringing services; or
- (d) terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in 8.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

11.5 Notwithstanding any other provision in this Agreement, 11.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any third-party software or through the breach of any third-party additional terms by the Customer.

11.6 This clause 11 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 10.1.

12. User and performance data

12.1 n8n may from time to time use and process data about the Customer's use of the Services for the purposes of creating statistics and analytics data. n8n may use such data for its own business purposes, including to maintain and improve the Services and to monitor and analyse its activities in connection with the performance of such Services.

12.2 To the extent n8n processes any Customer personal data, n8n and the Customer acknowledge that the Customer acts as a data controller and n8n is the data processor processing personal data together with its subprocessors on behalf of the Customer for the purpose of providing the services. All such processing of the Customer's personal data by n8n shall be subject to the data processing agreement found at <https://n8n.io/legal/data-processing-agreement/>.

13. Term and Termination

13.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date as stated in the Order Form and shall continue for the duration of any applicable Order Form ("**Agreement Term**").

13.2 **Service Term.** After the initial Service Term, unless otherwise agreed in the Order Form, the Order Form shall renew for successive 12-month terms at n8n's then current list price, unless either Party notifies the other in writing of its intention not to renew the applicable Order Form at least thirty (30) days prior to renewal date of the then-current Service Term. It is understood and agreed that any change to the Order Form service scope (e.g. usage, support) will require the Parties to mutually agree on a price change.

- 13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on business.
- 13.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 13.6 On termination for any reason:
- (a) all rights granted to the Customer under this Agreement shall cease;
 - (b) the Customer shall cease all activities authorised by this Agreement; and
 - (c) the Customer shall immediately pay to the Supplier any sums due to the Supplier under this Agreement.
- 13.7 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
14. **Waiver**
- 14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
15. **Remedies**
- Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Entire agreement

- 16.1 This Agreement, the schedules and the documents annexed as appendices to this Agreement or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.
- 16.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (**Representation**) other than as expressly set out in this Agreement.
- 16.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 16.4 Nothing in this clause shall limit or exclude any liability for fraud.

17. 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. Any non-permitted assignment is void. This Agreement will be binding on and enforceable by each Party's permitted successors and assigns.

18. Severance

- 18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. Third-party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21. No partnership or agency

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Force majeure

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than 30 days, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

23. Notices

23.1 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.

24. Governing law and jurisdiction

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).