n8n SELF-HOSTED ENTERPRISE TERMS AND CONDITIONS

THIS AGREEMENT, incorporating the order form ("**Order Form**") and n8n's self-hosted enterprise terms and conditions (https://n8n.io/legal/#enterpriseterms) ("**Enterprise Terms**"), is entered into between n8n GmbH with registered number HRB212509 B whose registered office is at Borsigstr. 27, 10115 Berlin, Germany ("**n8n**" or the "**Supplier**") and the entity whose details are set out below ("**Customer**") effective as of the Effective Date (as defined). In the event of a conflict between the Order Form and the Enterprise 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**.**

Business Day: a day other than a Saturday, Sunday or public holiday in Germany when banks in Berlin are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Fee: the licence fee payable by the Customer to the Supplier as outlined in the Order Form.

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 or otherwise amends or upgrades the Software.

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.

Software: the computer programs listed in the Order Form and any New Release which is acquired by the Customer during the subsistence of this agreement.

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   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, extended or re-enacted from time to time;

    (c)   a reference to one gender shall include a reference to the other genders; and

    (d)   any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4   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.

1.5   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.

1.6   References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.7   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.

1.8   A reference to writing or written excludes fax but not email.

2.   **Download and access**

2.1   Within five Business Days of the Effective Date of this Agreement, n8n shall provide the Customer with an activation key. Once redeemed, it is converted into a license key ("**License Key**") to unlock the Software as described in the Order Form for the Term. Customer may not use the License Key provided under this Agreement together with a community licence on a production instance. The Software can only be used by Customer's employees and contractors acting on behalf of the Customer.

3. **Licence**

3.1 Subject to full payment of the applicable Fee, and in consideration of the parties' mutual obligations under this Agreement, n8n grants to the Customer a non-transferable, non-exclusive, revocable and limited licence for the Term and any subsequent Renewal Term to use the Software in accordance with the terms herein and any applicable Order Form.

3.2 In relation to scope of use:

(a) for the purposes of clause 3.1, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

(b) the Customer may not use the Software other than as specified in the Order Form without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.

(c) except as expressly stated in this Agreement, the Customer has no right (and shall not permit any third party) to copy, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.

(d) the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms.

3.3 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 3.2(c) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.4 The Customer shall not:

(a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;

(b) allow the Software to become the subject of any charge, lien or encumbrance; and

(c) deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

3.5 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

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

3.7 Notwithstanding clause 3.4, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 3.7 shall be made until notice of the identity of the proposed assignee has been given to the other party.

3.8 The Customer shall:

(a) notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person;

(b) pay, for broadening the scope of the licences granted under this licence to cover the unauthorized use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.

4. **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.

5. **Fees**

5.1 The Customer shall pay to the Supplier the Fees on signature of this Agreement. The Fees are payable in full every 12 months in advance, via bank transfer within net 15 days of date of invoice.

5.2 All sums payable by the Customer under this agreement do not include any form of sales tax, for which the Customer is responsible. Where any taxable supply of goods and services is made under this Agreement by the Supplier to the Customer, the Customer will, on receipt of a valid tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of tax as is chargeable on the supply of the Software at the same time as payment is due for the supply of the Software.

5.3 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. **Confidentiality and publicity**

6.1 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 6.2.

6.2 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.

6.3   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.

6.4   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.   **Export**

7.1   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.

7.2   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.

8.   **Limited warranties**

8.1   The Supplier warrants that:

   (a)   It has the right to enter into this Agreement and to provide the Software as contemplated by this Agreement; and

   (b)   the Software 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).

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

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

8.4   The Customer acknowledges that the warranties in clause 8.1 do not apply to any Open-Source Software incorporated in the n8n Software or as otherwise provided by the Supplier. Such Open-Source Software is provided "as is" and expressly subject to the disclaimer in clause 8.6.

8.5   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.

8.6   The Software is 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 Software provided under this Agreement will operate without interruption or be error free or that the Software or any services or documentation will succeed in resolving any problem.

9.   **Limits of liability**

9.1   Except as expressly stated in clause 9.2:

        (a)   the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

                (i)   special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

                (ii)   loss of profits;

                (iii)   loss of anticipated savings;

                (iv)   loss of business opportunity;

                (v)   loss of goodwill;

                (vi)   loss or corruption of data;

                (vii)   wasted expenditure,

provided that this clause 9.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 9.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 9.1(a);

(b)   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 a sum equal to the Fee; and

(c)   the 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.

9.2   The exclusions in clauses 8.6 and 9.1 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;

(b)   fraud or fraudulent misrepresentation; or

(c)   any other liability which may not be excluded by law.

9.3   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.

9.4   All references to "the Supplier" in this 9 shall, for the purposes of this clause and clause 20 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, in accordance with clause 20.

10.   **Intellectual property rights**

10.1   The Customer acknowledges that all Intellectual Property Rights in the 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 Software other than the right to use it in accordance with the terms of this agreement.

10.2   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 UK 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, 10.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this agreement, use of the Software 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 Software not so combined, or use of a non-current release of the Software.

10.3   If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under 10.2 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.

10.4   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 Software (or any part thereof) in accordance with the terms of this agreement;

   (b)   modify the Software so that it ceases to be infringing;

   (c)   replace the Software with non-infringing software; 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 9.1 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.

10.5   Notwithstanding any other provision in this agreement, 10.2 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.

10.6   This 10 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 9.1.

11.   **User and performance data**

11.1   Unless the Customer opts out, n8n may from time to time use and process data about the Customer's use of the Software 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 Software and other services and to monitor and analyse its activities in connection with the performance of such services.

11.2   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://docs.n8n.io/privacy-security/privacy/#data-collection.

12.   **Term and Termination**

12.1   The term of this Agreement shall begin on the Effective Date as stated in the Order Form and shall continue for a 12 month term ("**Service Term**"). After the initial Service Term, the Order Form shall renew for additional 12 month periods (each a Service Term), unless written notice of non-renewal is received by the other party at least thirty (30) days prior to the next automatic renewal date. Upon renewal, the price is subject to change if the number of workflows required, or access to other features changes. Renewal pricing is also subject to 1) Consumer Price Index or 2) Employment Cost Index Increases.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. **Waiver**

13.1 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.

13.2 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.

14.   **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.

15.   **Entire agreement**

15.1   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.

15.2   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.

15.3   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.

15.4   Nothing in this clause shall limit or exclude any liability for fraud.

16.   **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.   **Severance**

17.1   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.

17.2   If any provision or part-provision of this agreement is deemed deleted under clause 17.1 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.

18.   **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.

19.   **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.

20.   **No partnership or agency**

20.1   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.

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

21.   **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.

22.   **Notices**

22.1   Any notice given to a party under or in connection with this contract shall be in writing and shall be:

(a)   delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b)   sent by email to the following addresses (or an address substituted in writing by the party to be served) to the email addresses specified in the Order Form

22.2   Any notice shall be deemed to have been received:

(a)   if delivered by hand, at the time the notice is left at the proper address;

(b)   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(c)   if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

22.3   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

23.   **Governing law and jurisdiction**

23.1   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.

23.2   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).