

n8n EULA

Please read these licence terms carefully

The software you (the “Customer”) are about to access is provided by n8n GmbH (“n8n”) and is subject to the terms of this end user licence (“EULA”). By using the software provided by n8n, you confirm that you accept and agree to be bound by the terms of this EULA.

1. Definitions and Interpretation

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

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 Reseller 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.

Order Form: a written order form, signed by the Reseller and n8n for the provision of Software to the Customer.

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

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

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 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.

2. **Download and access**

2.1 Customer can use only one instance activated by a License Key on a single production environment controlled by Customer at a single time unless otherwise stated on the Order Form. 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 EULA, n8n grants to the Customer a non-transferable, non-exclusive, revocable and limited licence for the 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 EULA, the Customer has no right (and shall not permit any third party) to copy, adapt, 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 listed at this URL: <https://github.com/n8n-io/n8n/blob/master/packages/cli/package.json> 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:

- (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. **Confidentiality and publicity**

- 5.1 Each party undertakes that it shall not at any time during this EULA, and for a period of two years after termination of this EULA, 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 5.2.
- 5.2 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 EULA. 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 5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 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 EULA.
- 5.4 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 EULA and Customer grants n8n a non-exclusive license solely for this purpose.

6. **Export**

- 6.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this EULA (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.
- 6.2 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.

7. Limited warranties

7.1 The Supplier warrants that:

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

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

7.3 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.

7.4 The Customer acknowledges that the warranties in clause 7.1 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 7.6.

7.5 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.

7.6 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 EULA 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 EULA will operate without interruption or be error free or that the Software or any services or documentation will succeed in resolving any problem.

8. Limits of liability

8.1 Except as expressly stated in clause 8.2:

- (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 8.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 8.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 8.1(a);

- (b) the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this EULA 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 EULA, 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 EULA or (if it did rely on any representations, whether written or oral, not expressly set out in this EULA) 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 EULA.

8.2 The exclusions in clauses 7.6 and 8.1 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.

8.3 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.

8.4 All references to "the Supplier" in this 8 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

9. Intellectual property rights

9.1 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 EULA.

10. User and performance data

- 10.1 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.
- 10.2 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>.

11. Term and Termination

- 11.1 The term of this EULA shall begin on the Effective Date as stated in the Order Form and shall continue for the term as specified in the Order Form (the "Term").
- 11.2 Without affecting any other right or remedy available to it, n8n may terminate this EULA with immediate effect by giving written notice to the Customer if:
 - (a) The Reseller and/or the Customer fails to pay any amounts due to n8n and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the Customer commits a material breach of any other term of this EULA 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 Customer suspends or ceases, or threatens to suspend or cease, carrying on business.
- 11.3 Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA shall remain in full force and effect.
- 11.4 Termination or expiry of this EULA 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 EULA which existed at or before the date of termination or expiry.
- 11.5 On termination for any reason:
 - (a) all rights granted to the Customer under this EULA shall cease;

- (b) the Customer shall cease all activities authorised by this EULA; and
- (c) the Customer shall immediately pay to the Supplier any sums due to the Supplier under this EULA.

11.6 Any provision of this EULA which expressly or by implication is intended to come into or continue in force on or after termination of this EULA shall remain in full force and effect.

12. **Waiver**

12.1 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.

12.2 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.

13. **Third-party rights**

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

14. **No partnership or agency**

14.1 Nothing in this EULA 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.

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

15. **Force majeure**

Neither party shall be in breach of this EULA 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 EULA by giving 30 days' written notice to the affected party.

16. **Notices**

16.1 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

16.2 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.

16.3 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.

17. **Governing law and jurisdiction**

17.1 This EULA 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.