next8n

SERVICE AGREEMENT TEMPLATE

Workflow Automation Delivery Framework

ENTERPRISE EDITION

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Author: Mirza Iqbal

Contact: mirza.iqbal@next8n.com

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Service Agreement Template

Workflow Automation Development Services

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┌─────────────────────────────────────────────────────┐
│                  SERVICE AGREEMENT                    │
├─────────────────────────────────────────────────────┤
│  Agreement #: [AGREEMENT-XXXX]                        │
│  Date:        [DATE]                                  │
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```

PARTIES

This Service Agreement ("Agreement") is entered into as of **[DATE]** ("Effective Date") by and between:

Provider:
[YOUR COMPANY NAME]
[Address]
[Email]
("Provider" or "Consultant")

Client:
[CLIENT COMPANY NAME]
[Address]
[Email]
("Client")

Collectively referred to as the "Parties."

1. SERVICES

1.1 Scope of Services

Provider agrees to perform the services described in the attached Scope of Work (Exhibit A), which is incorporated into this Agreement by reference.

1.2 Service Standards

Provider will perform all Services in a professional and workmanlike manner, consistent with industry standards.

1.3 Change Orders

Any changes to the Scope of Work must be agreed upon in writing by both Parties before work begins. Provider will provide a quote for additional work, which Client must approve before Provider proceeds.

2. TIMELINE

2.1 Project Timeline

The project timeline is outlined in the Scope of Work (Exhibit A). Provider will use reasonable efforts to meet the stated timeline.

2.2 Delays

If Client fails to provide required materials, access, decisions, or feedback within the timeframes specified, the timeline will be extended proportionally.

2.3 Force Majeure

Neither Party shall be liable for delays caused by circumstances beyond their reasonable control.

3. COMPENSATION

3.1 Fees

Client agrees to pay Provider the fees set forth in the Scope of Work (Exhibit A).

3.2 Payment Schedule

PAYMENT	AMOUNT	DUE
Deposit	[50%] of total	Upon signing this Agreement
Final	[50%] of total	Upon project completion

3.3 Payment Terms

- Invoices are due within **[15/30]** days of receipt
- Accepted payment methods: [Bank Transfer, Credit Card, etc.]
- Late payments incur a **[1.5%]** monthly fee on outstanding balance

3.4 Suspension

Provider may suspend work if payment is overdue by more than **[14]** days.

4. CLIENT RESPONSIBILITIES

Client agrees to:

4.1 Access & Resources

- Provide all necessary access, credentials, and permissions
- Maintain Client's own n8n instance and API accounts
- Pay for all third-party API usage directly

4.2 Cooperation

- Respond to requests within **[48]** hours

- Provide feedback within **[5]** business days

- Make decisions promptly to avoid delays

- Designate an authorized representative

4.3 Information

- Provide accurate and complete information

- Provide sample data and examples as requested

- Inform Provider of any constraints or requirements

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5. INTELLECTUAL PROPERTY

5.1 Work Product

Upon full payment, Client shall own all deliverables created specifically for Client under this Agreement ("Work Product").

5.2 Provider Materials

Provider retains all rights to:
- Pre-existing tools, templates, and methodologies
- Generic code, patterns, and reusable components
- Know-how and techniques developed during the project

Provider grants Client a perpetual, non-exclusive license to use any Provider Materials incorporated into the Work Product.

5.3 Third-Party Materials

Any third-party software, APIs, or services used remain subject to their respective terms and licenses.

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6. CONFIDENTIALITY

6.1 Definition

"Confidential Information" means any non-public information disclosed by either Party, including business data, technical information, customer data, and pricing.

6.2 Obligations

Both Parties agree to:
- Protect Confidential Information with reasonable care
- Use Confidential Information only for purposes of this Agreement
- Not disclose to third parties without prior written consent

6.3 Exceptions

Confidentiality obligations do not apply to information that:
- Is publicly available
- Was already known to the receiving Party
- Is independently developed
- Is required to be disclosed by law

6.4 Duration

Confidentiality obligations survive termination for **[2]** years.

7. DATA PROTECTION

7.1 Data Handling

Provider will handle Client data in accordance with applicable data protection laws.

7.2 Data Processing

If Provider processes personal data on Client's behalf, the Parties will execute a Data Processing Agreement as required.

7.3 Security

Provider will implement reasonable security measures to protect Client data.

7.4 Data Return

Upon project completion or termination, Provider will return or delete Client data as directed.

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8. WARRANTIES

8.1 Provider Warranties

Provider warrants that:
- Services will be performed professionally
- Deliverables will substantially conform to the Scope of Work
- Provider has the right to enter this Agreement

8.2 Client Warranties

Client warrants that:
- Client has authority to enter this Agreement
- Information provided is accurate
- Client has rights to any data or content provided

8.3 Disclaimer

EXCEPT AS EXPRESSLY STATED, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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9. LIMITATION OF LIABILITY

9.1 Cap on Liability

PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT FOR THE SERVICES.

9.2 Exclusion of Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9.3 Exceptions

These limitations do not apply to:
- Breach of confidentiality
- Gross negligence or willful misconduct
- Infringement of intellectual property rights

10. INDEMNIFICATION

10.1 Provider Indemnity

Provider shall indemnify Client against claims arising from Provider's negligence or breach of this Agreement.

10.2 Client Indemnity

Client shall indemnify Provider against claims arising from:
- Client's use of the Deliverables
- Client-provided data or content
- Client's breach of this Agreement

11. TERM AND TERMINATION

11.1 Term

This Agreement begins on the Effective Date and continues until all Services are completed and fees are paid.

11.2 Termination for Convenience

Either Party may terminate with **[30]** days written notice. Client shall pay for all work completed.

11.3 Termination for Cause

Either Party may terminate immediately if the other Party:
- Materially breaches and fails to cure within **[14]** days of notice
- Becomes insolvent or bankrupt

11.4 Effect of Termination

Upon termination:
- Client pays for all work completed to date
- Provider delivers all completed work
- Confidentiality obligations survive
- Sections 5, 6, 8, 9, 10 survive termination

12. GENERAL PROVISIONS

12.1 Independent Contractor

Provider is an independent contractor, not an employee. Provider is responsible for their own taxes and benefits.

12.2 Assignment

Neither Party may assign this Agreement without written consent, except Provider may use subcontractors with responsibility for their work.

12.3 Governing Law

This Agreement is governed by the laws of **[STATE/COUNTRY]**.

12.4 Dispute Resolution

Disputes will be resolved through:
1. Good faith negotiation
2. Mediation
3. Binding arbitration in **[LOCATION]**

12.5 Notices

All notices must be in writing and sent to the addresses above or updated addresses provided in writing.

12.6 Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement. It supersedes all prior discussions and agreements.

12.7 Amendments

Amendments must be in writing and signed by both Parties.

12.8 Severability

If any provision is unenforceable, the remaining provisions continue in effect.

12.9 Waiver

Failure to enforce any provision is not a waiver of future enforcement.

SIGNATURES

By signing below, the Parties agree to be bound by this Agreement.

Provider

Signature	_____
Name	[YOUR NAME]
Title	[YOUR TITLE]
Date	_____

Client

Signature	_____
Name	_____
Title	_____
Date	_____

EXHIBIT A: SCOPE OF WORK

[Attach or reference the Scope of Work document]

EXHIBIT B: DATA PROCESSING AGREEMENT (If Applicable)

[Attach if processing personal data]

DISCLAIMER: This is a template for informational purposes. Consult with a qualified attorney to ensure compliance with applicable laws and your specific business needs.

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