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Contract Number

26-320

SAP Number

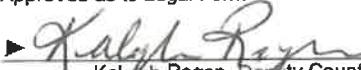
Human Resources

Department Contract Representative	Jordan Black
Telephone Number	909-388-0539
Contractor	Wrike, Inc.
Contractor Representative	NA
Telephone Number	NA
Contract Term	May 5, 2026 and remaining in effect until expiration or termination until expiration or termination of all paid-for subscriptions and completion of any consulting services
Original Contract Amount	NA
Amendment Amount	NA
Total Contract Amount	NA
Cost Center	
Grant Number (if applicable)	NA

Briefly describe the general nature of the contract: *Non-financial Terms of Service with Wrike, Inc., including non-standard terms for project management software that provides issue tracking and team collaboration, for the contract period beginning May 5, 2026, and remaining in effect until expiration or termination of all paid-for subscriptions and completion of any consulting services.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Kalath Ragon, Deputy County Counsel

Date

4/30/26

Reviewed for Contract Compliance

► _____

Date

Reviewed/Approved by Department

► _____

Date

Wrike Terms of Service

Last revised: April 8, 2025

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These online Terms of Service apply to new Orders (or renewals of existing Orders) effective on or after April 08, 2025. The Terms of Service and the Agreement are between Wrike, Inc. or the Affiliate of Wrike, Inc. identified on or associated with an applicable Order referencing and incorporating the Terms of Service as governing terms (“**Wrike**”) and the legal entity or individual identified as the customer on or associated with such applicable Order (“**Customer**”), and are effective and legally binding as of the effective date of the first of such Orders between Wrike and Customer (the “**Effective Date**”). Any individual agreeing to be bound by the Terms of Service on behalf of a legal entity represents that such individual has the authority to bind such entity to the Terms of Service and Agreement. Wrike and Customer may each be referred to as a “**Party**” and collectively as “**Parties**” under the Agreement.

If you are an existing Customer and previously agreed to a version of the Terms of Service before April 08, 2025, these updated Terms of Service will go into effect upon renewal of your next Order Form or as otherwise stated in the Terms of Service. The prior version of the Terms of Service is [available here](#).

1. DEFINITIONS

As used in the Agreement, the following defined terms shall apply:

1.1 “**Account Owner**” means the natural person who initially registered for the Customer Account or otherwise is the first natural person from Customer’s organization provisioned into the Customer Account. The Account Owner is deemed as an authorized representative

for the Customer Account and any decision or action made by the Account Owner is deemed as a binding decision or action by the Customer.

1.2. “**Affiliate**” of a Party means any entity that directly or indirectly controls, is controlled by, or is under common control with the Party. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3. “**Agreement**” means the Terms of Service and any other documents incorporated therein by reference, together with the terms of all Orders and addenda, if any, to the Terms of Service separately executed between the Parties.

1.4. “**Customer**” means the legal entity or individual that has ordered the Service from Wrike.

1.5. “**Customer Account**” means an account required for Customer to access and use the Service. Following expiration or termination of all paid-for Subscriptions associated with the Customer Account, Wrike may convert such Customer Account to a free Customer Account (if available for the particular terminated or expired Subscriptions), such Customer Account thereafter referred to herein as a “**Free Customer Account.**”

1.6. “**Customer Data**” means all data or information, including any Wrike AI Output, submitted by or on behalf of Customer to the Service, but does not include Aggregated Anonymous Data.

1.7. “**Fees**” means all Wrike fees and charges applicable to the Service, Add-Ons, consulting services, and technical support services.

1.8. “**Open-Source Software**” means third-party software distributed by Wrike under an open-source licensing model (e.g., the GNU General Public License, BSD, or a license similar to those approved by the Open Source Initiative).

1.9. “**Order**” means any initial or subsequent ordering document, including a Wrike Order Form, auto-renewal (if applicable and Customer has not provided timely notice of non-renewal), and/or online request by Customer for access to and use of the Service submitted to Wrike, a Wrike authorized reseller, and/or through Wrike’s or its Affiliates’ product websites.

1.10. “**Personal Data**” has the meaning set forth in the Wrike Data Processing Addendum available at <https://www.wrike.com/legal/trust-center/>, and shall be limited in scope under the Agreement to only such Personal Data included within Customer Data.

1.11. “**PHI**” means personal health information covered by US HIPAA regulations. PHI may be uploaded as Customer Data only into those portions of the Service designated by Wrike as suitable for PHI.

1.12. “**Service**” means Wrike’s and/or its Affiliates’ generally available Software-as-a-Service (“**SaaS**”) offering inclusive of any services delivered through any unified, hosted service delivery platform, including any on-premises components (e.g., client software, tools), and Updates, all as further described in the Service Description, as well as technical

support services. Wrike may update the Service with Updates at any time in its sole discretion. The Service is of an electronic nature delivered remotely via a technology infrastructure and with minimal or no human intervention.

1.13. **“Service Description”** means the overview of and other terms applicable to the Service, as amended from time to time, as found in the Service documentation.

1.14. **“Subscription”** means Customer’s paid-for subscription to the Service pursuant to an applicable Order or Wrike Order Form.

1.15. **“Subscription Term”** means the then-current initial term or renewal term of the applicable Subscription during which Customer’s Users are authorized to use or access the Service pursuant to the terms set forth in the Agreement, unless earlier terminated as set forth herein.

1.16. **“Taxes”** means all applicable taxes on the Service (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Service.

1.17. **“Updates”** means any corrections, bug fixes, features or functions added to or removed from the Service but shall not include any new Service(s) not generally included with the Service purchased by Customer.

1.18. **“User”** means an individual that is licensed by Wrike and authorized by Customer to access the Service under the Customer Account through Customer’s provision of a single, unshared User ID and password combination. Users may be provisioned licenses by Customer as Full Users or Limited Users, the rights and privileges of which are defined at <https://www.wrike.com/types-of-licenses/>, and may include Customer’s or Customer’s Affiliates’ employees, representatives, and agents. Customer shall purchase Subscription(s) to the Service for each User assigned a Full User license and may purchase additional Limited User licenses for accessing the Service.

1.19. **“Wrike Order Form”** means an ordering document prepared by Wrike and executed by the Parties that specifies the Service Subscription(s) purchased by Customer under the Agreement. Each Wrike Order Form shall reference the Terms of Service as governing terms and incorporate the Terms of Service by reference.

1.20. **“Wrike AI”** means any features or functionality made available by Wrike as part of, or in the course of providing, the Service or as an Add-On that utilize generative artificial intelligence trained by machine learning using Wrike and/or third-party data models to create new content based on Customer Data that Customer provides or makes available to the Service or Add-On as input to Wrike AI. Wrike AI shall not encompass any artificial intelligence and/or machine learning features or functionality capable of analyzing existing data, including Customer Data, to make predictions, classifications and/or provide Customer focus and understanding based on patterns found in such existing data.

1.21. **“Wrike AI Output”** means output generated by Wrike AI based on Customer Data provided by Customer as input to Wrike AI. Wrike AI Output is presented for Customer to

take some action (e.g., accept, cut/paste, ...) to submit Wrike AI Output, in whole or part, to the Service, after which, such submitted Wrike AI Output shall be Customer Data for purposes of the Agreement. Due to the nature of machine learning, Wrike AI Output may not be unique and Wrike AI may generate the same or similar output for others. Wrike makes no representations or warranties with regard to Wrike AI Output, including ownership thereof.

1.22. **“Wrike Marks”** means any name, logo, or mark belonging to Wrike or its Affiliates.

1.23. **“Wrike Materials”** means any materials that Wrike provides to Customer as part of, or in the course of providing, the Service, provided that Customer Data presented back to the Customer as a result of using the Service and Wrike AI Output remain/are Customer Data and are not Wrike Materials.

2. RIGHTS AND LIMITATIONS ON USE

2.1. **Right to Use Service for Business.** Subject to the terms of the Agreement, Wrike, with the assistance of Wrike third-party service providers including its subcontractors, Sub-Processors, and Affiliates, will provide the Service set forth in any Order that Wrike has prepared and/or accepted in accordance with the Agreement. Customer acknowledges that the Service is not intended for use by consumers and is only for business and professional purposes as expressly granted in the Agreement. Wrike hereby grants Customer a limited, personal, non-exclusive, non-sublicensable, non-transferable worldwide license to use the Service up to the number of User licenses purchased for the applicable Subscription or as otherwise authorized to use or access the Service pursuant to the terms set forth in the Agreement. Customer may increase its number of User licenses for the applicable Subscription during the Subscription Term. Any increase in the number of User licenses shall be for the remainder of the Subscription Term regardless of usage and the number of User licenses may not be reduced during the Subscription Term. Customer may purchase for additional Fees enhancements and/or additional functionalities for the applicable Service for the respective Subscription(s) (collectively, **“Add-Ons”**). Add-Ons may be part of the Service or may be a Third Party Service that are not part of the Service and that are not subject to the terms of the Agreement. Customer’s use of Add-Ons that are a Third Party Service may be subjected to the terms of the Third Party Service provider. Technical support for the Service is provided as set forth at <https://www.wrike.com/support-packages/> as may be amended from time to time without notice. Updates to the Service are managed by Wrike and included in the Fees. Customer shall use the then-current version of the Service, including any Updates, as made available by Wrike. To the extent that Customer’s Affiliates access and use the Service through the provisioning of Users by Customer into the Customer Account, Customer warrants that it has the authority to bind those Affiliates and that Customer will be liable to Wrike in the event any Customer Affiliate fails to comply with the Agreement. Customer may purchase Wrike consulting services in support of its Subscription. With respect to Wrike consulting services, all intellectual property rights in all deliverables, pre-existing works and derivative works of such pre-existing works, as well as developments made, conceived, created, discovered, invented, or reduced to practice in the performance

of the consulting services (collectively, “**Customizations**”) are and shall remain the sole and absolute property of Wrike, subject to a worldwide, non-exclusive license to Customer for internal business use during the Subscription Term. At its sole discretion, Wrike may modify or discontinue any part of the Service (including without limitation, the availability of any feature) at any time.

2.2. Limitations on Use. Except to the extent permitted by applicable law, Customer and its Users shall not: **(i)** modify, copy, display, republish, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Service and/or Wrike technology; **(ii)** modify, copy or create derivative works of any Wrike Materials; **(iii)** knowingly or negligently access or use the Service in a manner that abuses or disrupts the Wrike networks, security systems, Customer Accounts, or Service of Wrike or services of any third party, or attempt to gain unauthorized access to any of the above through unauthorized means; **(iv)** transmit through or post on the Service any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful or tortious, including material harmful to children or violative of third-party privacy rights; **(v)** market, offer to sell, and/or resell the Service without Wrike’s prior written authorization (but the Service may be used by Customer in support of Customer’s proprietary service offering(s)); **(vi)** if Customer is a Wrike competitor, use the Service directly or indirectly for competitive benchmarking or other competitive analysis; **(vii)** allow User licenses to be shared or used by more than one individual (except that User licenses may be reassigned to new Users replacing individuals who no longer use or access the Service through the Customer Account for any purpose; **(viii)** probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measure; **(ix)** access or search the Service by any means other than Wrike’s publicly supported interfaces (e.g., “scraping”); **(x)** impersonate another person or entity, or misrepresent an affiliation with a person or entity (e.g., “spoofing” or “phishing”); **(xi)** send unsolicited communications, promotions, advertisements or spam by using, or in connection with, the Service; **(xii)** upload any PHI to portions of the Service not designated by Wrike as suitable for PHI and without first separately entering into a Wrike Business Associate / Subcontractor Agreement (“**BAA**”) with Wrike; **(xiii)** violate any content or use policies Wrike may implement and provide Customer notice of from time to time; **(xiv)** violate Wrike’s Abusive Customer Policy described at <https://www.wrike.com/legal/enterprise-wsupport/>; **(xv)** use Wrike AI to develop foundation models or other large-scale models that compete with Wrike or Wrike AI; **(xvi)** mislead any person that Wrike AI Output was solely human-generated, including failing to make any disclosures required under any applicable law regarding the origination of Wrike AI Output; **(xvii)** use Wrike AI to generate spam or content for dissemination in electoral campaigns; or **(xviii)** use Wrike AI in a manner that violates any technical documentation, usage guidelines, or parameters of the Wrike Service.

2.3. Inappropriate Use and Content. Neither Customer nor its Users may submit or post any Customer Data to the Service or otherwise make use of the Service, including through providing input to Wrike AI, attempting to generate Wrike AI Output through Wrike AI, or otherwise using Wrike AI, in a manner that: **(i)** violates any applicable law (including export

control laws and regulations), Wrike's or any third party's intellectual property rights, or anyone's right of privacy or publicity; **(ii)** is deceptive, fraudulent, illegal, obscene, defamatory, disparaging, libelous, threatening, or pornographic (including child pornography, which, upon becoming aware of, Wrike will remove and report to law enforcement, including the National Center for Missing and Exploited Children); **(iii)** constitutes hate speech, harassment, or stalking; **(iv)** criticizes, berates or attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition; **(v)** contains any personal information of minors under the age of 16; **(vi)** sends or stores information deemed "sensitive" or "special" under applicable law, including but not limited to financial and bank account information, payment card information, social security numbers, government-issued identification numbers, health information, biometric or genetic information, personal information collected from children under the age of 16, geo-location information of individuals or information about an individual's racial or ethnic origin, trade union membership, sex life or sexual orientation, political opinions or religious or philosophical beliefs, or any special category data as defined under the General Data Protection Regulation; **(vii)** contains viruses, bots, worms or similar harmful materials; or **(viii)** contains any information that Customer does not have a right to make available under law or any contractual or fiduciary duty, or could otherwise cause damage to Wrike or any third party.

2.4. Violations of Limitations on or Inappropriate Use and Content. If Customer becomes aware or receives notice from Wrike or a third party that any Customer Data or any User's access to or use of Customer Data violates Section 2.2 or Section 2.3, Customer must take immediate action to remove the applicable part of the Customer Data and/or to suspend the User's access to the Service, as applicable. Wrike may ask Customer to remediate such violation and, if Customer fails to comply with such request, Wrike may suspend or terminate the User's access to the Service and/or suspend Customer's access to the Service pursuant to Section 8.8.

2.5. Wrike Technology. As between Wrike and Customer, Wrike alone shall own all right, title and interest in and to the Service, Wrike Materials, Service Description, Customizations, Aggregated Anonymous Data, and all technology, software, data, methodologies, improvements, and documentation used by Wrike to provide or made available in connection with the Service, Wrike Materials, Service Description, and Customizations, and all intellectual property rights in and to the foregoing (collectively, "**Wrike Technology**"). Except for the limited rights expressly granted to Customer hereunder, Wrike reserves all rights, title and interest in and to the Wrike Technology and no rights are granted to Customer hereunder other than as expressly set forth in the Agreement.

2.6. Trademarks. The Wrike Marks and the product names associated with the Service, Wrike Materials, Service Description, and Customizations are the trademarks of Wrike, its Affiliates, or Third Party Service providers, and no right or license is granted to use them, except as expressly set forth in the Agreement.

2.7. Publicity. Either Party may reference the name and logo of the other Party in lists of customers or vendors during the Subscription Term.

2.8. Open-Source Software. Notwithstanding anything to the contrary in the Agreement, Customer's and its Users' rights with respect to their use of Open-Source Software are governed exclusively by the applicable open-source license(s), not the Agreement.

3. IN-SERVICE ACTIVATIONS, FREE TRIALS, ORDERS, FEES, PAYMENT, AND FREE CUSTOMER ACCOUNTS

3.1. In-Service Activations. The Account Owner may activate Free Trial Services and purchase Service Subscriptions and Add-Ons to Customer's then-current Subscription (each, an "**In-Service Activation**") from within the Customer Account management portal. Customer agrees the Account Owner has the full legal authority to activate/purchase such In-Service Activations and to accept and bind Customer to any additional terms governing Customer's use of such In-Service Activations. Following activation/purchase of an In-Service Activation, Customer's continued use of any In-Service Activation shall be subject to its ongoing compliance with the Agreement and the applicable In-Service Activation terms of use

3.2. Free Trials. Customers are eligible to participate in a free trial of certain Service Subscriptions and Add-Ons (each, a "**Free Trial Service**"). Free Trial Services are not part of the Service, are not warranted or supported by Wrike, and are not subject to the terms of any separate agreement for the Service between Wrike and Customer. In no event shall Wrike be responsible for any processing, disclosure, modification, or deletion of Customer Data in connection with Customer's use of Free Trial Services. A Free Trial Service begins when a new customer creates a Customer Account or when Customer orders the Free Trial Service, e.g., by the Account Owner activating the Free Trial Service from the Customer Account management portal, and, in each instance, ends upon the earlier of (i) the end of the free trial period for which Customer agreed to use such Free Trial Service; (ii) Customer converting the Free Trial Service into a paid-for Service Subscription and/or Add-On ("**Converted Paid-For Service**"), e.g., by the Account Owner clicking a "Subscription" button within the Customer Account management portal, following which, Customer's continued use of the Converted Paid-For Service shall be subject to Customer's ongoing compliance with the Agreement, and any free trial terms and conditions shall no longer apply to the converted Free Trial Service; and (iii) termination of the Free Trial Service by Wrike in its sole discretion. A free trial period may be extended upon mutual agreement by Wrike and Customer. During the free trial period, certain Service features may not be available. Customer can view the specific details of its Service plan by referencing the "Account Management - Subscription" page, available after logging into the Service. Customer may not receive notice or confirmation from Wrike that a Free Trial Service has ended or that a Converted Paid-For Service has begun.

3.2. General Terms and Billing. Wrike will bill and Customer agrees to pay Fees at the beginning and upon renewal of its Subscription, plus any applicable Taxes, unless and until Customer timely cancels its Subscription or Wrike terminates it. The Subscription will automatically renew for successive Subscription Terms at Wrike's then-current rates

unless Customer provides written notice of its intent not to renew such Subscription prior to the expiration of the then-current Subscription Term. Customer must cancel its Subscription before the Subscription renews to avoid incurring the next Subscription Term's Fees. Fees may include Service-level changes as requested by Customer. Customer authorizes Wrike to automatically bill Customer for each renewal period on the calendar day corresponding to the commencement of the renewed Subscription. If Customer elects to upgrade its Service level or to purchase Add-Ons, Wrike will prorate the amount due based on the number of days remaining in Customer's billing cycle; provided, however, that any such proration shall be based on Customer's Service level or Add-Ons in existence immediately prior to Customer's election to upgrade its Service level or purchase Add-Ons. If Customer downgrades its Service level, Customer may cause the loss of Customer Data or Add-ons for its Customer Account. Customer agrees Wrike shall not be liable for any such losses. Except to the extent required by applicable law (including, without limitation, Australian law), all purchases are final and **WRIKE DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL OR UNUSED SUBSCRIPTION PERIODS, OR WHERE CUSTOMER HAS ELECTED TO DOWNGRADE ITS SERVICE LEVEL OR OTHERWISE REMOVED ANY PAID ADD-ON, OR FOR ANY FEATURE OR COMPONENT OF THE SERVICE THAT CUSTOMER HAS PAID FOR, BUT NOT USED.**

3.3. Fee Increase Grace Period. Wrike may, in its sole discretion, offer a grace period during which Customer's Fees will not increase for a certain period of time. If Customer does not accept the increase or addition to the existing Fees, Customer may elect to terminate its Subscription during the then-current billing period and Customer shall not be liable for such Fee increase after the applicable billing period; however, any later renewal of the Subscription at Wrike's then-current rates may be subject to the increased Fees. If Customer's credit or debit card used to pay the Fees reaches its expiration date, Customer's continued use of the Service constitutes its authorization for Wrike to continue billing Customer, and Customer remains responsible for any uncollected amounts.

3.4. Free Customer Accounts. Customer may cancel a paid-for Subscription at any time and cancellation will be effective immediately. Customer agrees that, after termination or expiration of its Subscriptions, its Customer Account may be immediately deactivated, together with any active Subscriptions associated with the Customer Account, or the Customer Account may be converted to a Free Customer Account (if available for the particular terminated or expired Subscriptions). Customer may not be able, or may have limited ability, to export Customer Data after deactivation of its Customer Account or conversion to a Free Customer Account and it is Customer's sole liability to export the Customer Data from its Customer Account prior to cancellation, expiration, or termination of its paid-for Subscriptions or the Agreement.

3.5. Taxes. In connection with the purchase and/or use of the Service, Customer may be subject to Taxes, by any authority which has jurisdiction to impose such Taxes. Customer agrees that Customer is solely responsible for its obligation and payment of any such Taxes, and Customer agrees, unless otherwise required by applicable law, to indemnify Wrike to the extent that Wrike incurs any obligations or other liabilities in connection with such Taxes. Wrike's failure to charge appropriate Taxes due to incomplete or incorrect

information provided by Customer will not relieve Customer of its obligations under this Section 3.5.

3.6. Payment Fees. If Customer makes any payment via credit card, foreign currency, or wire transfer, all associated credit card fees, currency exchange fees, and outgoing and incoming bank fees (including, without limitation, Customer's bank fees and Wrike's bank fees) (collectively with credit card fees and currency exchange fees, "**Payment Fees**") shall be Customer's responsibility and shall be recoverable by Wrike from Customer. Customer may include such Payment Fees at the time of the payment to Wrike. However, if such Payment Fees are not included by Customer at the time of payment to Wrike, then Wrike shall be entitled to full reimbursement of such Payment Fees from Customer within sixty (60) days of any applicable payment initiated by Customer.

4. TERM AND TERMINATION

4.1. Term. The Agreement commences on the Effective Date and will remain in effect until expiration or termination of all paid-for Subscriptions and completion of any consulting services, or as otherwise expressly stated herein. Any Order hereunder remains governed by the Agreement for its then-current Subscription Term and/or completion of any consulting services, irrespective of any earlier expiration or termination of the Agreement. Expiration or termination of the Agreement does not automatically terminate any applicable Orders.

4.2. Termination. Wrike may, with or without prior notice, immediately terminate the Agreement, Customer's Account, Subscriptions and/or corresponding Subscription Term, and/or access to the Service and/or Add-Ons. Such termination may be made in Wrike's sole and absolute discretion, with or without cause. Customer agrees that Wrike shall not be liable to Customer or any third party for any termination of the Agreement, its Customer Account, Subscriptions and/or Subscription Term, and/or access to the Service and/or Add-ons.

5. CUSTOMER DATA AND ACCOUNT

5.1. Customer Data. Customer retains all rights to any and all of its Customer Data, subject to a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to Wrike as necessary to provide the Service hereunder. Each Party shall apply reasonable technical, organizational, and administrative security measures, as appropriate relative to the Service, to keep Customer Data protected in accordance with industry standards, including, for Wrike, those measures identified in Section 8.7. If Wrike reasonably believes a problem with the Service may be attributable to Customer Data or Customer's use of the Service, Customer shall fully cooperate with Wrike to identify the source of and resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Data, as well as all legal duties applicable to Customer by virtue of using the Service, including providing all required information and notices and obtaining all required consents. Wrike shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or the Customer Account is converted to a Free Customer Account, delete all Customer Data in its production Service

environment in accordance with Wrike's then-current practices. Wrike will automatically delete a converted Free Customer Account and any remaining Customer Data after such Free Customer Account has been inactive for one-hundred-eighty (180) days.

Notwithstanding, Wrike may retain backup copies of Customer Data for security, backup, or business continuity purposes for a limited period of time in accordance with Wrike's then-current practices. The Agreement states Wrike's exclusive obligations with respect to care of Customer Data.

5.2. Customer Account. Customer is solely responsible for (i) the configuration of its Customer Account; (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Service; (iii) ensuring all Users exit or log off from the Service at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of a Customer Account, User IDs, conference codes, passwords and/or personal identification numbers used in conjunction with the Service, including not sharing login information among Users; and (v) all uses of the Service that occur using Customer's password or Account. Customer will notify Wrike immediately of any unauthorized use of its Customer Account or any other breach of security relating to Customer's use of the Service. Customer will be liable for losses, damages, liability, expenses, and attorneys' fees incurred by Wrike or a third party due to someone other than a User using a Customer Account. Ownership of a Customer Account is directly linked to the individual or entity that completes the registration process for such Customer Account. Customer acknowledges that Wrike will rely on the information provided by Customer to resolve issues arising with the Customer Account.

5.3. Customer Account Access/Instructions. The Account Owner and any authorized Users will have access to information in the Customer Account, subject to sharing settings of the Customer Account. Wrike will not provide access to a Customer Account to any person or entity other than Account Owner during initial provisioning of the Service at any time, except with the Account Owner's prior consent. Customer agrees that Wrike may rely on instructions given by the Account Owner either through the Customer Account management portal or via email from the address on file at Wrike for the Account Owner. Customer agrees not to request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, Wrike will only release information to persons other than the Account Owner pursuant to a court order or other notarized waiver and release as determined by Wrike. Customer is solely liable and responsible for understanding the settings, privileges, and controls for the Service and for controlling whom Customer permits to become a User and the settings and privileges for such User, including, without limitation, the right for a User to invite other Users (either paid or unpaid) to use Customer's Service, the right to incur charges on the Customer Account, and the right to access, modify or share tasks or projects, etc. Customer is responsible for the activities of all of its Users, including orders they may place and how Users use the Customer Data, even if those Users are not from Customer's organization or domain.

6. WARRANTIES, WARRANTY DISCLAIMER, AND INDEMNIFICATION

6.1. WRIKE WARRANTS THAT THE SERVICE WILL MATERIALLY CONFORM TO THE SERVICE DESCRIPTION. WRIKE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, IN WRIKE'S SOLE DISCRETION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE MATERIALLY CONFORMING SERVICES OR TO TERMINATE THE MATERIALLY NON-CONFORMING SERVICES, PROVIDE A PRORATED REFUND OF ANY UNUSED PREPAID FEES FROM THE PERIOD OF MATERIALLY NON-CONFORMANCE, AND PROVIDE RELIEF FROM ANY SUBSEQUENT PAYMENTS DUE WITH RESPECT TO SUCH MATERIALLY NON-CONFORMING SERVICES. WRIKE SHALL PROVIDE CONSULTING SERVICES, IF PURCHASED, IN A PROFESSIONAL AND WORKMANLIKE MANNER. WRIKE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY REGARDING CONSULTING SERVICES IS RE-PERFORMANCE OF THE CONSULTING SERVICES OR, IF RE-PERFORMANCE IS NOT POSSIBLE OR CONFORMING, THEN WRIKE SHALL REFUND THE AMOUNT PAID FOR THE NON-CONFORMING CONSULTING SERVICES.

6.2. THE FOREGOING LIMITED WARRANTY DOES NOT COVER PROBLEMS RELATED TO THE SERVICE ARISING BY ACCIDENT, ABUSE OR USE IN A MANNER INCONSISTENT WITH THE AGREEMENT OR RESULTING FROM EVENTS BEYOND WRIKE'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF THE SERVICE OR USE OF THE SERVICE IN COMBINATION WITH A THIRD-PARTY NETWORK OR SYSTEM, HARDWARE, SOFTWARE, SERVICE OR DATA. USE OF THE SERVICE IS MADE AT CUSTOMER'S AND ITS USERS' OWN RISK. THE SERVICE IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WRIKE AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND ANY CONDITIONS OF QUALITY, PERFORMANCE, AVAILABILITY, ACCURACY, COMPLETENESS, APPROPRIATENESS, RELIABILITY, COMPLIANCE WITH LAWS, NON-HARMFULNESS, INOFFENSIVENESS, SECURITY, OR LACK OF VIRUSES, BUGS OR ERRORS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS IN THIS SECTION 6.2 MAY NOT APPLY IF CUSTOMER IS LOCATED IN SUCH A JURISDICTION.

6.3. Customer represents and warrants that it is entitled to transfer the Customer Data to Wrike so that Wrike and its subcontractors, Sub-Processors, and Affiliates may lawfully use, process, and transfer the Customer Data in accordance with the Agreement on Customer's behalf.

6.4. **Indemnification by Customer.** CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD WRIKE, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, INVESTORS, CONTRACTORS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, MADE IN CONNECTION WITH OR ARISING OUT OF CUSTOMER'S OR

ITS USERS' USE OF THE SERVICE WRIKE RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND, IN ANY EVENT, CUSTOMER WILL COOPERATE WITH WRIKE IN ASSERTING ANY AVAILABLE DEFENSES. CUSTOMER SHALL PAY ANY RESULTING JUDGMENT, OR SETTLEMENT, AND ALL COSTS, INCLUDING ALL REASONABLE ATTORNEY'S FEES, AND EXPENSES RELATED THERETO.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS AND A BREACH BY CUSTOMER OF SECTION 2, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: **(i)** LOSS OF DATA; **(ii)** LOSS OF INCOME; **(iii)** LOSS OF OPPORTUNITY; **(iv)** LOST PROFITS; AND **(v)** UNAVAILABILITY OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICE, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS IN THIS SECTION 7 MAY NOT APPLY IF CUSTOMER IS LOCATED IN SUCH A JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS AND A BREACH BY CUSTOMER OF SECTION 2, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES, LICENSORS AND SERVICE PROVIDERS ARISING OUT OF THE AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS ACTUALLY PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR, IN THE CASE OF WRIKE CONSULTING SERVICES, THE AMOUNTS ACTUALLY PAID FOR THE APPLICABLE CONSULTING SERVICES. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE TO WRIKE. THE SERVICE DESCRIPTION MAY CONTAIN ADDITIONAL LIMITATIONS OF LIABILITY RELATED TO INDIVIDUAL SERVICE COMPONENTS.

8. ADDITIONAL TERMS

8.1. U.S. Government End-Users. If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the software being accessed through the Service, as well as any software that is downloaded by any User in connection with the Service, constitutes "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject

to, all of the terms, conditions, restrictions and limitations set forth in the Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Wrike, Inc., 550 West B Street, Floor 4, PMB 2305, San Diego, CA 92101.

8.2. Free Trials and Free Customer Accounts. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, WRIKE PROVIDES FREE TRIAL SERVICES AND FREE CUSTOMER ACCOUNTS "AS IS", "WITH ALL FAULTS", "AS AVAILABLE", AND WITHOUT REPRESENTATION OR WARRANTY. WRIKE SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT, OR ANY CUSTOMER DATA INCLUDED THEREIN, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE WRIKE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT, OR ANY CUSTOMER DATA INCLUDED THEREIN, IS \$100 USD. CUSTOMER SHALL NOT USE A FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT IN A MANNER THAT VIOLATES THE TERMS OF THE AGREEMENT AND/OR APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT. ANY CUSTOMER DATA ENTERED INTO OR INCLUDED IN A FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE OR FREE CUSTOMER ACCOUNT.

8.3. "Beta," "Tech Preview," or Labs Services. The Service does not include "Beta," "Tech Preview" or Labs services. Customer acknowledges that, notwithstanding anything to the contrary in the Agreement, ANY "Beta," "Tech Preview" or Labs services are offered "AS-IS", "WITH ALL FAULTS", "AS AVAILABLE", FOR INTERNAL DEMONSTRATION, TEST OR EVALUATION PURPOSES ONLY AND WITHOUT REPRESENTATION OR WARRANTY. Such services may contain bugs, errors, and other defects. Wrike does not make any representations, promises, or guarantees that such services will be publicly announced or made generally available. Wrike has no obligation to provide technical support or continued availability, and such services may be suspended or terminated at any time by Wrike in its sole discretion with or without notice to Customer.

8.4. Third Party Services. The Service may contain features or functions that enable interoperation with third party products, services, or content (each, a "**Third Party Service**"). Wrike may also provide access to Third Party Services directly within the Service. Third Party Services and Customer content, including Customer Data, within Third Party Services are not part of the Service, are not warranted or supported by Wrike, and are not subject to the terms of the Agreement. To the extent a Third Party Service accesses Customer Data, the processing of Customer Data once transferred to and within the Third Party Service shall be governed solely by the terms, if any, of the Third Party Service provider and in no event will Wrike be responsible for any use, disclosure, modification, or deletion of such Customer Data, or for any act or omission by such Third Party Service provider or its services, once transferred to and within the Third Party Service. Customer's

use of such Third Party Services is solely the responsibility of Customer and the Third Party Service provider.

8.5. Copyright. Wrike reserves the right to delete or disable any Customer Data, including Wrike AI Output, allegedly infringing copyright(s); to require that Customer terminate the accounts of Users who are repeat copyright infringers; and to forward the information in any copyright-infringement notice to the User who allegedly provided the infringing content.

8.6. Aggregated Anonymous Data. Wrike may aggregate the metadata and usage data of Customer and/or Users collected or otherwise made available through the Service so that the results are non-personally identifiable with respect to Customer or Users (“**Aggregated Anonymous Data**”). The Aggregated Anonymous Data will be deemed Wrike’s proprietary technology, and Customer acknowledges that Wrike may use the Aggregated Anonymous Data, both during and after the Term; (i) for its own internal, statistical analysis; (ii) to develop and improve the Service; and (iii) to create and distribute reports and other materials regarding use of the Service. For purposes of clarity, nothing in this Section 8.6 gives Wrike the right (or ability) to publicly identify Customer or any User as the source of any Aggregated Anonymous Data.

8.7. Security and Privacy. When providing the Service and Wrike Materials, Wrike will (i) implement and maintain the administrative, organizational, and technical security controls at least as protective as the terms set forth in the Wrike Information Security Addendum available at <https://www.wrike.com/legal/enterprise-winfosec/>; and (ii) process personal data on Customer’s behalf as set forth in the Wrike Data Processing Addendum available at <https://www.wrike.com/legal/trust-center/>, as may in each case be amended from time to time without notice. The Wrike Information Security Addendum and the Wrike Data Processing Addendum are each incorporated herein by reference. Customer instructs Wrike to process Customer Data for the additional purpose of providing the Wrike AI functionality and Wrike AI Output. Wrike’s [Privacy Policy](#) is hereby incorporated by reference and will incorporate any provisions not addressed in the Wrike Data Processing Addendum, which shall control over the Privacy Policy regarding the Service or consulting services related to the Agreement.

8.8. Suspension of Service. Wrike reserves the right to suspend Customer’s access to all or any portion of the Service by, in its sole discretion, either deactivating the Customer Account and all active Subscriptions associated with the Customer Account or by converting such Customer Account to a Free Customer Account (if available for the particular suspended Subscriptions) if it determines that: (i) payment for the Service is not received within fourteen (14) days from the date on which payment is due; (ii) Customer’s or its Users’ use of the Service are in breach of the Agreement; (iii) Customer fails to timely address Wrike’s request to take action pursuant to Section 2.4; (iv) Customer’s use of the Service poses a security or other risk to the Service or to other users of the Service; or (v) suspension is required pursuant to a subpoena, court order or other legal process. Wrike agrees to notify Customer of any such suspension. Customer will remain responsible for all Fees incurred before or during any suspension. Wrike reserves the right,

in its sole discretion, to impose reasonable Fees to, upon Customer request, restore archived data from delinquent accounts.

8.9. Voice and Data Charges; Customer Connectivity. Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Service. If Customer's broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Service may also cease to function for reasons outside of Wrike's control.

8.10. Generative AI Provider Policies. Wrike uses Microsoft Azure OpenAI Service to provide certain generative AI features and functionality of Wrike AI. Customer shall not use Wrike AI in a manner that violates any Azure OpenAI Service policy, including, but not limited to, Microsoft's [Code of Conduct for the Azure OpenAI Service](#). Customer acknowledges and accepts the manner in which Microsoft Azure OpenAI Service processes data and the relevant protections and security measures which are set out Microsoft's [Data, Privacy, and Security Policy for the Azure OpenAI Service](#). For the avoidance of doubt, Customer is aware and accepts that, in connection with Customer's use of Wrike AI, the Azure OpenAI Service will temporarily store all prompts and generated content to monitor for and prevent abusive or harmful uses or outputs of the Azure OpenAI Service. Authorized Microsoft employees may review such data that has triggered its automated systems to investigate and verify potential abuse. See the Azure OpenAI Service product documentation related to [abuse monitoring](#) for more information.

8.11 Improving Wrike AI. Wrike does not use Customer Data or permit others to use Customer Data to train the machine learning methods and data models underlying Wrike AI. Customer's use of Wrike AI does not grant Wrike any right or license to use Customer Data in a manner that is inconsistent with the Agreement or to train Wrike's machine learning methods or data models unless otherwise agreed to by Customer. Wrike AI and its machine learning methods and data models may develop over time to better address specific use cases. To improve Wrike AI and its underlying data models, Wrike may use (i) usage data and metadata, including Anonymous Aggregated Data, collected from Customer's use of Wrike AI; (ii) Feedback provided by Customer or its Users to Wrike, such as by labeling Wrike AI Output with a "thumbs up" or "thumbs down;" and (iii) information Customer gives Wrike its express permission to use for such purposes.

8.12 Wrike AI Fair Usage. Additionally, Customer's use of Wrike AI is subject to fair usage restrictions that Wrike may determine in its sole discretion. Customer acknowledges and agrees that if Customer exceeds what Wrike, in its sole discretion, determines to be fair usage, Wrike may disable or degrade the performance of Wrike AI.

8.13. Confidential Information. Customer agrees that the Wrike Technology is Wrike's confidential information. Further, Customer agrees that it shall not disclose or use any of Wrike's confidential information for any purpose outside the scope of the Agreement, except with Wrike's prior written permission. Customer shall use Wrike's confidential information, including the Wrike Technology, only as expressly permitted in the Agreement.

8.14. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither Party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the Internet or third-party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather (in each case, “**Force Majeure**”). The affected Party will give the other Party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

8.15. Feedback. If Customer provides any comments, suggestions, possible improvements, or other feedback to Wrike regarding the Service or consulting services related to the Agreement (“**Feedback**”), Wrike may use such Feedback for any purpose without any compensation or obligation to Customer provided such use does not violate Wrike’s confidentiality obligations under the Agreement. Customer grants Wrike an irrevocable, worldwide, royalty-free, transferable, sublicensable, and perpetual license to use, modify, publish, and distribute such Feedback, as well as to make, have made, distribute, sell, offer to sell, display perform and otherwise exploit products and services that use such Feedback for any purpose without restriction.

8.16. Relationship of the Parties. The Parties are independent contractors and nothing in the Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the Parties. Wrike may subcontract responsibilities under the Agreement but remains responsible for its breach of the Agreement by the acts or omissions of Wrike or its subcontractors. No person or entity not a Party to the Agreement will be deemed to be a third-party beneficiary of the Agreement or any provision hereof.

8.17. Eligibility and Scope. To use the Service, Customer represents and warrants that Customer is competent to enter into the Agreement and that Customer and its Users are each at least 18 years of age. If the laws where Customer or its Users reside require that Customer or its Users be older for Wrike to lawfully provide the Service to them and use their personal data without parental consent, then Customer or its Users must be that older age. If the representations and warranties above in this Section 8.17 are not true, or if Wrike has previously prohibited Customer or its Users from accessing or using the Service, Customer or such Users may not access or use the Service.

8.18. Assignment. Customer may not assign its rights or delegate its duties under the Agreement either in whole or in part without Wrike’s prior written consent, except that Customer may assign the Agreement in whole to one of Customer’s Affiliates, or to a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall promptly provide notice to Wrike including documentation sufficient to evidence completion of any permitted assignment. Any attempted assignment in violation of the foregoing shall be void. The Agreement will

bind and inure to the benefit of each Party and their respective successors and permitted assigns.

8.19. Export Restriction and Compliance with Laws. Customer acknowledges that the Service and Wrike Materials are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“**EAR**”) and regulations promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). Customer also specifically agrees not to, directly or indirectly, allow access to or use of the Service or Wrike Materials in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government. Both Parties also agree to comply with all other laws, rules, and regulations applicable to that Party under the Agreement.

8.20. Audit. To the extent permitted by applicable law, Customer agrees to allow Wrike to audit Customer’s compliance with the Agreement.

8.21. Notices. All legal notices required under the Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the Customer Account or such other address as either Party may specify by notice to the other Party as provided herein. Notice shall be deemed given **(i)** upon personal delivery; **(ii)** if delivered by air courier or email, upon confirmation of receipt; or **(iii)** five (5) days after deposit in the mail. A copy of all legal notices from Customer to Wrike must also be sent to the email address legal@team.wrike.com. Wrike may provide Customer with general notices through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

8.22. Entire Agreement; Order of Precedence. The Agreement sets forth the entire agreement and understanding of the Parties relating to the Service and Customer Data and supersedes all prior and contemporaneous oral and written agreements. For any conflict between the terms of the Agreement and any supplementary BAA terms related to PHI, the Agreement shall control. Nothing contained in any other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Wrike license program terms under which an Order is submitted. Notwithstanding the foregoing, in the event of a conflict between the Agreement and a Wrike Order Form, the Wrike Order Form shall control.

8.23. Modifications. Wrike may update or make changes to the Terms of Service from time to time for valid reasons, such as adding new functions or features to the Service, technical adjustments, corrections of typographical or other errors, for legal or regulatory reasons or for any other reasons as Wrike deems necessary, at its sole discretion, without notice. The modified Terms of Service will be published at <https://www.wrike.com/security/terms/> and will be identified by the last updated date. Customer’s continued access to and use of the Service after publication constitutes acceptance by Customer of the then-current modified Terms of Service. When material changes to the Terms of Service are made, Wrike will provide Customer with notice as appropriate under the circumstances, e.g., by displaying a

prominent notice to the Account Owner within the Service or by sending Customer an email. Customer's continued access to and use of the Service after such notice will constitute Customer's acceptance of the then-current modified Terms of Service. Notwithstanding the foregoing, any modified Terms of Service published: (i) on the calendar day corresponding to the commencement of a renewed Subscription; or (ii) upon activation/purchase of an In-Service Activation shall then apply and legally bind the Parties.

8.24. Miscellaneous Terms. Captions and headings are used herein for convenience only, are not a part of the Agreement, and shall not be used in interpreting or construing the Agreement. Any provision of the Agreement that by its nature is reasonably intended to survive beyond its termination or expiration shall survive. Notwithstanding the foregoing, Sections 1 (Definitions), 2.2 (Limitations on Use), 2.3 (Inappropriate Content), 2.4 (Violations of Limitations on Use), 2.5 (Wrike Technology), 2.6 (Trademarks), 3 (In-Service Activations, Free Trials, Orders, Fees, Payment, and Free Customer Accounts), 5 (Customer Data and Account), 6 (Warranties, Warranty Disclaimer, and Indemnification), 7 (Limitation of Liability), 8.2 (Free Trials and Free Customer Accounts), 8.5 (Copyright), 8.6 (Aggregated Anonymous Data), 8.8 (Suspension of Service), 8.13 (Confidential Information), 8.15 (Feedback), 8.21 (Notices), 8.24 (Miscellaneous Terms), and 8.25 (Choice of Law and Disputes) shall survive any termination of the Agreement. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the other provisions of the Agreement shall remain in full force and effect. Wrike's resellers and distributors do not have the right to make modifications to the Agreement or to make any additional representations, commitments, or warranties binding on Wrike, its Affiliates, or its subcontractors. Wrike's failure to enforce any term of the Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative. The Agreement is agreed to through purchase (including automatic renewals) and/or use of the Service.

8.25. Choice of Law and Disputes. The Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. Customer consents to the exclusive personal jurisdiction and venue in the State and Federal courts within San Diego County, California, U.S.A. Notwithstanding the foregoing, Customer agrees before taking any formal action that Customer will contact Wrike at the email address legal@team.wrike.com and provide a brief, written description of the dispute and Customer's contact information (including Customer's username, if Customer's dispute relates to an account). Except for intellectual property and small claims court claims, the Parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Wrike, and good faith negotiations shall be a condition to Customer initiating legal action.