



# Wrike Terms of Service

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THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND WRIKE. CUSTOMER AND WRIKE MAY EACH BE REFERRED TO AS A “**PARTY**” AND COLLECTIVELY AS THE “**PARTIES**”. BY ACCESSING AND/OR USING THE SERVICE, CUSTOMER IS AGREEING, ON BEHALF OF AN INDIVIDUAL AND/OR A LEGAL ENTITY, TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

## 1. DEFINITIONS

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

1.1. **Affiliate** means, with respect to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party, where “**Control**” and the correlative terms “**Controls**” and “**Controlled**” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

1.2. **Agreement** means these Terms of Service and any other documents incorporated herein by reference.

1.3. **Customer** means the legal entity or individual that has ordered the Service from Wrike.

1.4. **Customer Account** means an account for Customer that is required to access and use the Service.



1.5. **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.

1.6. **Fees** means all Wrike fees and charges applicable to the Service.

1.7. **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).

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

1.9. **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.

1.10. **Service** means the generally available Wrike Software-as-a-Service ("**SaaS**") offering inclusive of any services delivered by Wrike through any unified, hosted Wrike 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.

1.11. **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.

1.12. **Subscription** means Customer's paid subscription to the Service pursuant to the applicable Order or Order Form.

1.13. **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 this Agreement, unless earlier terminated as set forth in Section 3 below.

1.14. **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.



1.15. **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.

1.16. **User** means an individual that is authorized by Customer to access the Service under Customer's account through Customer's provision of a single 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 a license subscription to the Service for each Full User and may purchase additional Limited User licenses for accessing the Services (collectively, a "**Subscription**").

1.17. **Wrike** means Wrike, Inc., a Delaware Corporation.

1.18. **Wrike AI** means any features or functionality made available by Wrike as part of, or in the course of providing, the Service that utilize generative artificial intelligence trained by machine learning using Wrike and/or third-party data models.

1.19. **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.

1.20. **Wrike Marks** means any name, logo, or mark belonging to Wrike or its Affiliates.

1.21. **Wrike Materials** means any material(s) that Wrike provides to Customer as part of, or in the course of providing, the Service, or the consulting services, provided that Customer Data presented back to the Customer as a result of using the Service (which shall remain Customer Data) and Wrike AI Output are not Wrike Materials.

## **2. RIGHTS AND LIMITATIONS ON USE**

2.1. **Right to Use Service for Business.** Subject to these terms, Wrike, with the assistance of Wrike third-party service providers including its subcontractors and Affiliates, will provide the Service set forth in any Order Form or Order that Wrike has accepted in accordance with this Agreement. Customer acknowledges that the Service are not intended for use by consumers and are only for business and professional purposes as



expressly granted in this 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 Users purchased for the applicable Subscription or as otherwise authorized to use or access the Service pursuant to the terms set forth in this Agreement. 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 use the Service, 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 this 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 are and shall remain the sole and absolute property of Wrike, subject to a worldwide, non-exclusive license to Customer for internal 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 a 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. Proprietary Rights.** Except for the limited use rights expressly granted herein, Customer has no right, title, or interest in or to the Service, Wrike Materials, Wrike AI, or any other Wrike technology, including Wrike Marks or any intellectual property rights related thereto.

**2.6. Open-Source Software.** Notwithstanding anything to the contrary in this 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 this Agreement.

### **3. FREE TRIALS, ORDERS, FEES, PAYMENT, AND FREE CUSTOMER ACCOUNTS**

**3.1. Free Trials.** New Wrike customers are eligible to participate in a free trial. The free trial starts when a Customer creates a Customer Account and ends upon the later of **(i)** fourteen (14) days from the free trial start date, or **(ii)** a date agreed upon by Wrike in its sole discretion. During the free trial, certain Service and features may not be available. At any time during the free trial, a Customer may convert its free trial Customer Account into a paid Subscription by clicking the "Subscription" button within the Wrike console. Customer's continued use of the Service after upgrading to a paid Subscription is subject to its ongoing compliance with this Agreement, and any free trial terms and conditions shall no longer apply. 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 the free trial has ended or that the paid Subscription 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 unless either Party provides written



notice of its intent not to renew prior to the expiration of the then-current Subscription Term. Wrike may increase the Fees due under the applicable Order or Order Form for the applicable renewal term (if any) by providing notice to Customer of such increase at least sixty (60) days before the commencement of the upcoming renewal term, provided that the per-unit Fees shall be increased by no more than the greater of **(i)** the then-list price as publicly marketed on Wrike's website, or **(ii)** five percent (5%) of the prior Subscription Term's Fees. 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. Wrike will automatically bill Customer for each renewal period on the calendar day corresponding to the commencement of its Subscription. If Customer elects to upgrade its Service level or otherwise add any paid component or feature, 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 paid components or features in existence immediately prior to Customer's election to upgrade or add paid components or features. If Customer downgrades its Service level, Customer may cause the loss of Customer Data or features 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 COMPONENT OR FEATURE, OR FOR ANY FEATURE OR COMPONENT 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 will 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 its Subscription at any time and cancellation will be effective immediately. Customer agrees that, after termination or expiration of its Subscription, its Customer Account will be converted to a free Customer Account (if available for the particular terminated or expired Subscription).



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**

Wrike may, with or without prior notice, immediately terminate the Customer's Account, Subscription, Subscription Term, and/or access to the Service. 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 its Customer Account, Subscription, Subscription Term, and/or access to the Service.

#### **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 those identified in Section 8.7 for Wrike. 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. This Agreement states Wrike's exclusive obligations with respect to care of Customer Data. Wrike will automatically delete any remaining Customer Data and Customer Account after such free account has been inactive for one-hundred-eighty (180) days. Customer must download Customer Data, if desired, prior to deletion by Wrike as stated herein.

**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 Customer Account owner and any authorized Users will have access to information in the Customer Account, subject to the account's sharing settings. Wrike will not provide access to any other person or entity at any time, except with the Customer Account owner's prior consent. Customer agrees that Wrike may rely on instructions given by the Customer Account owner either through the Account dashboard or via email from the address on file at Wrike for the Customer 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 Customer 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 CONFORMING SERVICES OR TO TERMINATE THE NON-CONFORMING SERVICES, PROVIDE A PRORATED REFUND OF ANY UNUSED PREPAID FEES FROM THE PERIOD OF NON-CONFORMANCE, AND PROVIDE RELIEF FROM ANY SUBSEQUENT PAYMENTS DUE WITH RESPECT TO SUCH 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 THIS 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 sub-processors and Affiliates may lawfully use, process, and transfer the Customer Data in accordance with this 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 INCLUDING USE OF WRIKE AI AND/OR WRIKE AI OUTPUT, CONNECTION TO THE SERVICE, VIOLATION OF THE TERMS, VIOLATION OF AN APPLICABLE LAW, SUBMISSION, POSTING, OR TRANSMISSION OF CUSTOMER CONTENT TO THE SERVICE, AND/OR VIOLATION OF ANY RIGHTS OF ANOTHER INDIVIDUAL OR ENTITY. 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 THIS 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 this 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., 9171 Towne Centre Drive, Suite 200, San Diego, CA 92122.

**8.2. Free Trials and Free Customer Accounts.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WRIKE PROVIDES FREE TRIALS AND FREE CUSTOMER ACCOUNTS "AS IS", "WITH ALL FAULTS", "AS AVAILABLE", AND WITHOUT WARRANTY.

**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 this 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 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 Products, Services or Content.** The Service may contain features or functions that enable interoperation with third-party products, services, or content. Wrike may also provide access to third-party products, services, or content directly within the Service. Third-party products, services or content, and customer content in third-party services, are not part of the Service and are not warranted or supported by Wrike. Customer's or its Users' use of such third-party products, services or content is subject to the terms of the third-party provider. To the extent Customer or its Users authorize access or transmission of Customer Data through a third-party service, in no event will Wrike be responsible for any use, disclosure, modification or deletion of such Customer Data or for any act or omission on the part of such third-party provider or its services.

**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 its Users collected or otherwise made available through the Service so that the results are non-personally identifiable with respect to Customer and/or its Users ("**Aggregated Anonymous Data**"). The Aggregated Anonymous Data will be deemed Wrike's proprietary technology, and Customer acknowledges that Wrike may perpetually use the Aggregated Anonymous Data **(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 clarity, nothing in this Section 8.6 gives Wrike the right (or ability) to publicly identify Customer and/or its Users as the source of any Aggregated Anonymous Data.

**8.7. Security and Privacy.** Wrike's [Privacy Policy](#) is hereby incorporated by reference and will incorporate any provisions not addressed in this Agreement. When providing the Service, Wrike will **(i)** implement and maintain the administrative, organizational, and technical security controls as set forth in the Wrike Information Security Addendum available at <https://www.wrike.com/enterprise-winforec/>, 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 both 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.

**8.8. Suspension of Service.** Wrike reserves the right to suspend Customer's access to all or any portion of the Service if it determines, in its sole discretion, 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 this 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. Wrike may use data collected from Customer's use of Wrike AI to improve Wrike's models when Customer: (i) voluntarily provides Feedback to Wrike, such as by labeling Wrike AI Output with a "thumbs up" or "thumbs down;" or (ii) gives Wrike its express permission to do so.

**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 Wrike Materials and Wrike technology are 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 this Agreement, except with Wrike's prior written permission. Customer shall use Wrike's confidential information, including the Wrike Materials and Wrike technology, only as expressly permitted in this Agreement.

**8.14. Force Majeure.** Notwithstanding anything to the contrary in this 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 this 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 this 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 this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the Parties. Wrike may subcontract responsibilities under this Agreement but remains responsible for its breach of this Agreement by the acts or omissions of Wrike or its subcontractors. No person or entity not a Party to this Agreement will be deemed to be a third-party beneficiary of this 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 this 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 this Agreement either in whole or in part without Wrike's prior written consent, except that Customer may assign this 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. This 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 this Agreement.

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

**8.21. Notices.** All legal notices required under this 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](mailto: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; Modifications.** 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 these terms and any supplementary BAA terms related to PHI, this 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 this Agreement and an order form prepared solely by Wrike, referencing this Agreement as governing terms, and signed by the Parties (an "**Order Form**"), such Order Form shall control. Wrike may update or make changes to the terms of this Agreement 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 (but the modified Agreement may be reviewed at <https://www.wrike.com/terms/> and will be identified by the last updated date). Customer's continued access to and use of the Service after the changes have been implemented constitutes acceptance of the changes and the then-current terms. When material changes to the terms of the Agreement are made, Wrike will provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending Customer an email. Customer's continued access to and



use of the Service after such notice and implementation of the changes will constitute Customer's acceptance of the changes and the then-current terms. In the event Customer wishes to add on additional features or components to its Subscription that require additional terms of use, Customer agrees that Customer's Account Owner has the full legal authority to accept and bind Customer to such additional terms of use in connection with enabling such additional features and components via the Service, e.g., from within Customer's account management portal.

**8.23. Miscellaneous Terms.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. Any provision of this 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 (Proprietary Rights), 3 (Free Trials, Orders, Fees, Payment, and Free Customer Accounts), 5 (Customer Data and Account), 6 (Warranties, Warranty Disclaimer, and Indemnification), 7 (Limitation of Liability), 8.5 (Copyright), 8.6 (Aggregated Anonymous Data), 8.8 (Suspension of Service), 8.11 (Confidential Information), 8.21 (Notices), 8.23 (Miscellaneous Terms), and 8.24 (Choice of Law and Disputes) shall survive any termination of the Agreement. If any provision of this 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 this Agreement shall remain in full force and effect. Wrike's resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Wrike, its Affiliates, or its subcontractors. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any Party unless agreed to in writing by such Party. Wrike's failure to enforce any term of this 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. This Agreement is agreed to through purchase (including automatic renewals) and/or use of the Service.

**8.24. Choice of Law and Disputes.** This 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](mailto: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.