

Wrike Terms & Conditions

Last updated: October 15, 2024.

By signing Wrike Order Form(s) that references these online Terms and Conditions (together, the Order Form(s) and these Terms and Conditions are the “**Agreement**”), the entity identified on said Order Form (“**Customer**”) and Wrike, Inc. (“**Wrike**”) each signifies that it has read, understands, and agrees to be bound by the terms and conditions hereof. Wrike and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to these terms and conditions through their undersigned authorized representatives.

1. DEFINITIONS.

- a. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. “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.
- b. “**Customer Data**” means all data or information submitted by or on behalf of Customer to the Service but does not include Aggregated Anonymous Data (as defined below).
- c. “**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- d. “**Order Form**” means an ordering document executed by the Parties that specifies the Service purchased by Customer under this Agreement. Each Order Form shall incorporate this Agreement by reference.
- e. “**Professional Services**” means any services available to Customer to implement and use the Service as detailed in a separate Statement of Work, which may include, configuration, implementation, customization, consulting, and training.
- f. “**Published Documentation**” means the documentation describing the Service, as may be updated from time to time, available to Customer at the Wrike Help Portal found on Wrike’s website or in the Service.
- g. “**Service**” means Wrike’s hosted, on-demand, web-based offering subscribed to by Customer as identified in the Order Form(s), including any updates thereto. The Service as defined in this Agreement shall not include Professional Services (if any). Wrike may update the Service at any time in its sole discretion, provided that updates shall not substantially diminish or eliminate the core functionality of the Service.
- h. “**Statement of Work**” or “**SOW**” means a document that describes certain Professional Services purchased by Customer under this Agreement.

- i. **“Subscription Term”** means the then-current Initial Term or Renewal Term of the applicable Order Form(s) 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.
- j. **“Support Services”** means the support services provided by Wrike as identified on an Order Form. In the event that the level of support is not identified on the Order Form, Customer shall receive a “standard” level of support that is included in the Service as defined at <https://learn.wrike.com/enterprise-wsupport/>.
- k. **“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 license subscription(s) to the Service for each User assigned a Full User license and may purchase additional Limited User licenses for accessing the Service (each, a **“Subscription”**).
- l. **“Wrike Materials”** means any materials that Wrike provides to Customer as part of, or in the course of providing, the Service or the Professional Services. Customer agrees that Wrike Materials are Wrike’s Confidential Information, as defined in Section 7. Customer shall use the Wrike Materials only as expressly permitted in this Agreement, or the applicable Order Form or Statement of Work. For purpose of clarity and avoidance of doubt, any Customer Data presented back to the Customer as a result of using the Service is still Customer Data, and not Wrike Materials.

2. SERVICE.

2.1 Provision of Service. In exchange for Customer’s payment obligations, Wrike shall make the Service available to Customer pursuant to this Agreement and all Order Forms during the Subscription Term, solely for Customer’s own internal business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Wrike with respect to future functionality or features.

2.2 Additional Users; Add-Ons. Customer’s use of the Service shall be limited to the number of Users purchased by Customer in an Order Form for use during the Subscription Term. At any time, Customer may increase its committed volume of Users by separate Order Form. Any increase in the committed volume of Users shall be for the remainder of the Subscription Term regardless of usage and the committed volume of Users may not be reduced during the Subscription Term.

2.3 Professional Services. In the event Customer purchases Professional Services as outlined in a Statement of Work, the following additional terms shall apply: (a) Wrike shall perform the Professional Services described in and in accordance with the schedule and delivery requirements set forth in the applicable Statement of Work, and (b) if on-site at a Customer location, Wrike shall take all reasonably necessary precautions to prevent injury to any persons (including employees and other agents of Customer) or damage to property (including Customer's property).

3. TERM AND TERMINATION.

3.1 Term of Agreement. The “**Term**” of the Agreement shall be the duration of the then-current Initial Term or Renewal Term(s) of the applicable Order Form(s). For purposes of clarity, the Term of this Agreement will commence on the Effective Date specified in the first Order Form and will continue until either (a) all Order Form(s) are terminated in accordance with Section 3.3 herein, or (b) all Order Forms under this Agreement have expired.

3.2 Term of Subscriptions. The “**Initial Term**” of each Order Form will commence on the Effective Date set forth on such Order Form and will continue for the subscription period outlined on such Order Form. Unless otherwise set forth on the relevant Order Form, each Order Form will automatically renew after the Initial Term for successive twelve-month periods (each a “**Renewal Term**”), unless either Party gives prior written notice (Section 11.2) of its intent not to renew such Order Form at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term. Wrike may increase the Fees due under Order Forms 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 Subscription Fees shall be increased by no more than five-percent (5%) of the Subscription Fees of the prior Subscription Term.

3.3 Termination for Cause. A Party may terminate this Agreement, an Order Form, or a Statement of Work for cause: (i) if the other Party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice (Section 11.2) of such material breach from the non-breaching Party; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days.

3.4 Return of Customer Data. At any time during the Subscription Term, Wrike will provide Customer with access to Customer Data in the then-current standard export format or another industry-standard format mutually agreed by the Parties. In the event this Agreement is terminated, if Customer requests Customer Data within thirty (30) days of termination, Wrike will make available to Customer an electronic copy of the Customer Data for an additional fee

at Wrike's then-current rates. After such 30-day period, Wrike shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control in accordance with Wrike's then-current practices.

3.5 Effect of Termination. Except in instances of an uncured material breach by Wrike (Section 3.3), in which case Customer shall be entitled to a pro-rata refund of any pre-paid but unused Fees due on the Subscription Term, all Fees due on the Subscription Term are not absolved and Wrike does not provide any refunds for Customer's not-for-cause termination of this Agreement, Order Form or Statement of Work. The following provisions shall survive any termination or expiration of this Agreement: Sections 1; 3.4; 3.5; 4; 6.2-6.6, 7, 8.2-8.3, 9-11.

4. FEES AND PAYMENT.

4.1 Fees. Customer shall pay all fees specified in all applicable Order Form(s) and Statement(s) of Work ("**Fees**"). Except as otherwise specified herein or in any Order Form or Statement of Work, all Fees are quoted and payable in United States dollars, payment obligations are non-cancelable, and Fees paid are non-refundable. Fees for the Service are based on Subscriptions purchased and not actual usage. For purposes of clarity, the Subscription purchased cannot be decreased during a Subscription Term.

4.2 Invoicing and Payment. Unless otherwise set forth in an Order Form, Customer will pay to Wrike (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days of the applicable invoice. Late payment of Fees may be subject to interest on the past due amount at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer is responsible for providing complete and accurate billing address and contact information to Wrike. If Customer believes a particular invoice is incorrect, Customer must contact Wrike in writing (accountsreceivable@team.wrike.com) within sixty (60) days of such invoice date to be eligible to receive an adjustment or credit.

4.3 Suspension of Service. If Customer is thirty (30) days or more overdue (except for charges then under reasonable and good faith dispute), then, following five (5) business days' written notice and opportunity to cure (which notice may be provided via email), in addition to any of its other rights or remedies, Wrike reserves the right but not the obligation to suspend Customer's access to the Service until such amounts are paid in full. For purpose of clarity, and avoidance of doubt, Customer will continue to be charged for the Subscription during any period of suspension.

4.4 Taxes. Unless otherwise stated, Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Customer is

responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Wrike's net income or property. If Wrike has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Wrike with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5 Resellers and Payment Processors. Customers may elect to purchase certain Services through an authorized reseller (or one of its Affiliates) (each a “**Reseller**”) or elect to pay for the Services through a third party who processes Customer's payments (each a “**Payment Processor**”). Customer’s obligation for payment to, and relationship with, such Reseller or Payment Processor is between Customer and such Reseller or Payment Processor. If Customer elects to utilize a Reseller or Payment Processor in connection with the Services, Customer acknowledges and agrees that information about Customer, this Agreement, and any Orders and SOWs may be disclosed to such Reseller or Payment Processor to facilitate payment.

5. MUTUAL RIGHTS AND RESPONSIBILITIES.

5.1 Wrike’s Responsibilities. Wrike shall: (i) not use or modify Customer Data except as otherwise set forth in this Agreement; (ii) use commercially reasonable efforts to maintain the security and integrity of the Service and Customer Data as outlined in the Wrike Information Security Addendum located at <https://learn.wrike.com/enterprise-winforec/> ; (iii) make the Service available in accordance with its Service Level Agreement located at <https://learn.wrike.com/enterprise-wsla/> (“**SLA**”) (iv) provide Support Services to Customer in accordance with the applicable Support Service purchased by Customer, and (iv) comply with all applicable laws in providing the Service and Professional Services. Wrike shall also 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/>. Customer agrees to provide any notices, obtain any consents or otherwise establish the legal basis necessary for Wrike to access and process personal and other data as specified in this Agreement. The Data Processing Addendum and the Information Security Addendum are incorporated herein by reference.

5.2 Customer’s Responsibilities. Customer is responsible for all activity that occurs within its account and for its Users’ compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Service, and notify Wrike promptly of any such unauthorized access or use; and (iii) comply with all applicable laws in using the Service.

6. PROPRIETARY RIGHTS.

6.1 Access to Service. In exchange for payment of the Fees listed on the Order Form, and subject to the terms of this Agreement and any applicable Order Form and/or SOW, Wrike grants Customer (a) a nonexclusive, royalty-free, nontransferable (except in instances of permissible assignment in Section 11.5) right, solely during the Subscription Term (i) to access and use the Service solely for Customer's internal business purposes and (ii) to use the Wrike Materials solely in conjunction with Customer's authorized use of the Service. Customer shall not alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on or affixed to any Wrike Materials.

6.2 Reservation of Rights. Except for the limited rights expressly granted to Customer hereunder, Wrike reserves all rights, title and interest in and to the Service, the underlying software, the Wrike Materials, and the Professional Services, including all related Intellectual Property Rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

6.3 Restrictions. Customer shall not (i) modify, copy, display, republish or create derivative works based on the Service or the underlying software; (ii) modify, copy or create derivative works of the Wrike Materials; (iii) reverse engineer the Service or the underlying software; (iv) access the Service in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Service; (v) license, sublicense, sell, resell, rent, lease, transfer, assign (except as permitted in Section 11.5), distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (vi) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (vi) upload to the Service or use the Service to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (viii) attempt to gain unauthorized access to the Service or its related systems or networks, or (ix) export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all applicable export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business, and shall not cause Wrike to violate the same.

6.4 Customer Data. As between Wrike and Customer, Customer retains ownership of all rights, title and interest in and to all Customer Data. Customer Data is deemed the Confidential Information of Customer under this Agreement. For the duration of the Subscription Term, Customer grants Wrike a non-exclusive, transferable, sublicensable, royalty free license to use Customer Data solely to provide the Service to Customer.

6.5 Aggregated Anonymous Data. Wrike may aggregate the metadata and usage data of Customer or User collected or otherwise made available through the Service so that the results are non-personally identifiable with respect to Customer or User ("**Aggregated Anonymous Data**"). The Aggregated Anonymous Data will be deemed Wrike 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 Services, and (iii) to create and distribute reports and other materials regarding use of the Services. For purposes of clarity, nothing in this Section 6.5 gives Wrike the right (or ability) to publicly identify Customer as the source of any Aggregated Anonymous Data.

6.6 Intellectual Property Rights Ownership, Use. Wrike alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to all of Wrike's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) (hereafter, "**Wrike Technology**") made available to Customer by Wrike in providing the Service and the Wrike Technology. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, the Wrike Technology or the Intellectual Property Rights owned by Wrike and its suppliers. The Wrike name, the Wrike logo, and the product names associated with the Service are trademarks of Wrike or its suppliers, and no right or license is granted to use them. Customer will not accrue any residual rights to the Wrike technology or Service, including any rights to the Intellectual Property Rights in connection therewith. Customer may be asked to provide suggestions, ideas, recommendations, bug fixes, corrections, or other feedback ("**Feedback**") regarding the Service(s), though Customer is under no obligation to provide Feedback. Customer agrees that if Customer provides Feedback, Wrike is free to reproduce, make, use, create derivative works of, publicly perform, display, import, transmit, distribute, license, sell, offer to sell, or otherwise dispose of such Feedback without payment of compensation or any other obligation of any kind to Customer.

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including (a) the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms and Statements of Work hereunder), (b) Customer Data, (c) a Party's proprietary technology or computer software in all versions and forms of expression and the Service, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively

the "**Proprietary Technology**") and Wrike Technology, (d) Wrike Materials, Wrike's security information and reports, and (e) each Party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section 7 shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either Party may disclose Confidential Information to its personnel, auditors, or financial advisors who are subject to confidentiality obligations comparable in scope to those herein, which are in no event less than a reasonable standard of care. Notwithstanding anything contrary in the Agreement, Wrike may disclose the existence or terms of this Agreement to third parties who are under confidentiality obligations to Wrike no less protective of Customer than the confidentiality terms set forth herein when in relation to due diligence efforts related to bank lines, equity funding, IPO, or changes in control with a merger or acquisition; provided that, Wrike shall be liable for a breach of this Section 7.2 by any such third parties.

7.3 Protection. Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

7.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's sole expense, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS.

8.1 Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Wrike warrants that: (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service will perform materially in accordance with Wrike's Published Documentation under normal use and circumstances; and (iii) it will perform all Professional Services in a professional and workmanlike manner.

8.2 Remedies. Customer's exclusive remedy and Wrike's entire liability for a breach of the warranties set forth in Section 8.1 above shall be as follows: (i) for a breach of the warranties set forth in Section 8.1(i) and 8.1(ii), Wrike shall correct any material reproducible impairments to the features and functionality in the Service so that it materially conforms to this warranty, and if Wrike is unable to provide such Service as warranted within thirty (30) days following receipt of written notice of breach from Customer, Customer shall be entitled to terminate the applicable Order Form and receive a pro-rata refund of any prepaid and unused Fees applicable to the remaining portion of the Subscription Term following the effective date of termination; (ii) for a breach of the warranty set forth in Section 8.1(iii), Wrike shall re-perform the applicable Professional Services. If Wrike determines that it is unable to perform such Professional Services as warranted within thirty (30) days following receipt of written notice of breach from Customer, Customer shall be entitled to terminate the applicable SOW and recover the Fees paid for the nonconforming Professional Services, provided that Customer discontinues all use of any service deliverables delivered under the applicable SOW and certifies that it has done so and has destroyed all copies in Customer control.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND WRIKE, ITS AFFILIATES, SUPPLIERS, RESELLERS, AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

9. INDEMNIFICATION.

9.1 Indemnification by Wrike. Provided that Customer complies with the procedures set forth in this Section 9.1, Wrike shall defend Customer, at Wrike's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against Customer by an unaffiliated third party alleging that the use of the Service as contemplated hereunder directly infringes a U.S. patent, copyright, or trademark of a third party or misappropriates such third Party's trade secrets. Further, Wrike shall indemnify and hold Customer harmless against all reasonable costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or arbitrator or agreed to in a written settlement agreement signed by Wrike, in connection with such Claims. Promptly upon receiving notice of a Claim, Customer shall (a) give Wrike prompt written notice of the Claim; (b) give Wrike sole control of the defense

and settlement of the Claim (provided that Wrike may not settle or defend any claim unless it unconditionally releases Customer of all liability); and (c) provide to Wrike, at Wrike's expense, all reasonable assistance in the defense or settlement of such Claim. Wrike's indemnification obligation shall be offset to the extent its ability to defend or settle a claim is jeopardized by Customer's failure to comply with the preceding sentence. Both Parties acknowledge and agree that Wrike will have no obligation under Section 9.1 with respect to any claim of infringement arising from the combination of the Service with any services, hardware, data or business processes not provided by Wrike. If the Service is held or likely to be held infringing, Wrike shall have the option, at its sole liability and expense, to (i) replace or modify the Service as appropriate, (ii) obtain a license for Customer to continue using the Service, (iii) replace the Service with a functionally equivalent service; or (iv) terminate the applicable Service and provide a pro-rata refund for any pre-paid but unused Fees of the Subscription Term immediately following the effective date of termination. This Section 9.1 states Wrike's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.

9.2 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Wrike and its subsidiaries and affiliates from and against any liabilities, costs, damages, fees, or Claims made or brought against Wrike by an unaffiliated third party arising out of (a) Customer's use of the Service in violation of this Agreement (b) Customer's failure to comply with applicable law, including with respect to data privacy, or (c) Wrike's compliance with Customer's data processing instructions.

10. LIMITATION OF LIABILITY.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS LICENSORS FOR ANY LOST PROFITS, LOSS OF DATA, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER ARISING AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Limitation of Liability. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 9) OR CUSTOMER'S BREACH OF RESTRICTIONS (SECTION 6.3) (IN EITHER CASE WHERE LIABILITY IS CAPPED AT FIVE TIMES (5X) THE CONTRACT VALUE OF ALL ORDERS MADE UNDER THIS AGREEMENT) IN NO EVENT SHALL EITHER PARTY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID (OR DUE) FROM CUSTOMER UNDER THE APPLICABLE ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11. GENERAL PROVISIONS.

11.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Wrike may have its rights and obligations under this Agreement exercised or performed by its Affiliates and third-party contractors.

11.2 Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date it was delivered by courier, or (ii) if sent by certified mail return receipt requested, on the date received, in each case addressed to the addresses set forth above and, if to Wrike, to the attention of the Legal Department with copy by email to legal@team.wrike.com, and, if to Customer, to the attention of the signatory of the Order Form(s), or to such other address or individual as the Parties may specify from time to time by written notice to the other Party.

11.3 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

11.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

11.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.6 Governing Law and Venue. 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. The

Parties consent to exclusive personal jurisdiction and venue in the State and Federal courts in San Diego County, California, U.S.A.

11.7 Injunctive Relief. The Parties acknowledge and agree that any breach or threatened breach of the Agreement may cause harm for which money damages may not provide an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of the Agreement, in addition to any other available remedies, each Party may seek temporary and permanent injunctive relief without the need to post any bond or other security that otherwise may be required under applicable law.

11.8 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 use of such third party products, services, or content is subject to the terms of the third party provider.

11.9 Force Majeure. Except for Customer's payment obligations, neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, sabotage, flood, earthquake, or natural disasters; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated Party. Each Party shall use commercially reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 20 days, either Party may cancel unperformed Services upon written notice (which notice may be made via e-mail to the other Party). This section does not excuse either Party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the Service or Professional Services provided.

11.10 Publicity. Either Party may reference the name and logo of the other Party in lists of customers or vendors. Either Party may issue press releases relating to this Agreement with the other Party's prior written consent.

11.11. Entire Agreement; Counterparts. This Agreement, including all Order Forms and Statements of Work, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. For purposes of clarity, any non-disclosure or confidentiality agreement between Parties (if any) is terminated and completely superseded by this Agreement and all information that had been considered "Confidential Information" under such agreement will instead be treated as "Confidential Information" of the relevant Party under this Agreement. The Parties are not relying and have not relied on any representations or warranties whatsoever

regarding the subject matter of this agreement, express or implied, except for the representations and warranties set forth in this Agreement. Wrike may update or make changes to the terms of these Terms and Conditions 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/legal/enterprise-wmsa/> 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. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form or Statement of Work, the terms of such Order Form or Statement of Work shall prevail. No terms or conditions set forth on any Customer, Reseller, or Payment Processor purchase order or preprinted form or document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.