

## WRIKE AI ADDENDUM

This Wrike AI Addendum (“**Wrike AI Terms**”) forms a part of and is hereby incorporated into: (i) the online [Wrike Terms & Conditions](#); or (ii) the alternate agreement (if applicable) signed between the Parties for the Service (together with all applicable Order Form(s), SOW(s), and addenda thereto, the “**Agreement**”). In the event of conflict between these Wrike AI Terms and the Agreement, the Wrike AI Terms shall take precedence and prevail as to the conflict. Capitalized terms used but not defined herein have the same meaning as the same or substantially equivalent term in the Agreement.

1. **Governing Terms; Authority.** These Wrike AI Terms govern Customer’s access and use of 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 (“**Wrike AI**”), and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, between the Parties concerning Wrike AI. The Wrike AI Terms are effective as of the date of later signature below (the “**AIA Effective Date**”).
2. **Wrike AI Output.** When Customer provides or makes available Customer Data as input to Wrike AI, output generated by Wrike AI based on such input (“**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. Customer acknowledges that, 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.
3. **Acceptable Use of Wrike AI.** Customer agrees to not provide input to Wrike AI, attempt to generate Wrike AI Output through Wrike AI, or otherwise use Wrike AI to: (i) violate any applicable law; (ii) violate these Wrike AI Terms, the Agreement, or any content or use policies Wrike may implement and provide Customer notice of from time to time; (iii) infringe, violate, or misappropriate any of Wrike’s rights or the rights of any third party; (iv) submit to the Wrike Service any special category data as defined under the General Data Protection Regulation, except with respect to PHI subject to HIPAA, as amended and supplemented, provided the Parties first separately enter into a Wrike Business Associate / Subcontractor Agreement; (v) develop foundation models or other large-scale models that compete with Wrike or Wrike AI; (vi) 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; or (vii) violate any technical documentation, usage guidelines, or parameters of the Wrike Service. 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 performance of Wrike AI.
4. **WARRANTY DISCLAIMER.** WRIKE DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING WRIKE AI, WRIKE AI OUTPUT, AND/OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF WRIKE AI AND/OR WRIKE AI OUTPUT. WRIKE DOES NOT WARRANT OR REPRESENT THAT WRIKE AI AND/OR WRIKE AI OUTPUT WILL BE UNINTERRUPTED, ERROR OR BUG FREE, NON-OFFENSIVE, NON-INFRINGEMENT, NON-HARMFUL ACCURATE, LAWFUL, OR APPROPRIATE. USE OF WRIKE AI AND/OR WRIKE AI OUTPUT IS MADE AT YOUR OWN RISK.

WRIKE AI IS PROVIDED “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE”, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED AND WRIKE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUALITY, COMPLETENESS, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY AND PERFORMANCE.

5. **Indemnification.** Any indemnification obligation of Wrike to Customer under the Agreement shall not apply to claims arising from or relating to Wrike AI or Wrike AI Output. Customer shall indemnify, defend, and hold Wrike, its affiliates, and its respective officers, directors, employees, members, investors, contractors, and representatives harmless against any and all claims arising from or relating to Customer’s or its Users’ use of Wrike AI or Wrike AI Output contrary to these Wrike AI Terms. Customer shall pay any resulting judgment, or settlement, and all costs, including all reasonable attorney’s fees, and expenses related thereto.
6. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WRIKE, ITS AFFILIATES, OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER ARISING UNDER THESE WRIKE AI TERMS 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. IN ANY EVENT, WRIKE’S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES UNDER THESE WRIKE AI TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.
7. **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. **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](#).
9. **Privacy.** Wrike’s [Privacy Policy](#) is hereby incorporated by reference and will incorporate any provisions not addressed in these Wrike AI Terms. 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.

- 10. **Additional Processing Instruction.** To the extent Customer Data provided as input to Wrike AI contains Personal Data (as that term is used or similarly defined in the Data Processing Addendum in place between the Parties), Customer instructs Wrike to process the Personal Data for the additional purpose of providing the Wrike AI functionality and Wrike AI Output. Customer acknowledges that for the purposes of Customer’s use of Wrike AI and Wrike AI Output, Wrike uses Microsoft’s Azure OpenAI Service to provide certain features and functionality of Wrike AI.
- 11. **Pricing.** Wrike AI is currently offered at no cost, but may, in whole or part, be subject to payment in the future.
- 12. **Term, Termination, and Survival.** These Wrike AI Terms are coterminous with the Agreement or until such time the Account Owner disables Wrike AI’s generative AI features within Customer’s account portal or these Wrike AI Terms are revised or replaced. Sections 1, 2, 3, 4, 5, 6, 7, 11, and 12 shall survive any termination. Wrike may terminate Wrike AI, or any part thereof, at its sole discretion and without liability to Customer.

IN WITNESS WHEREOF, the Parties' authorized signatories have duly entered into and executed these Wrike AI Terms as of the AIA Effective Date:

**Wrike, Inc.,** a Delaware corporation

**Customer:**

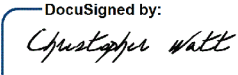
**By:**   
447858BC8FC0480...

**Name:** Eileen Lo

**Title:** Director, Revenue Accounting & Ops

**Date:** 2/12/2025

City of Ocala

**By:**   
8C80B9F07388433...

**Name:** Christopher Watt

**Title:** Chief of Staff

**Date:** 2/26/2025

**Address:**  
**Wrike, Inc.**  
 550 West B Street, Floor 4, PMB 2305  
 San Diego, CA 92122

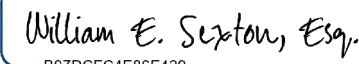
**Address:** 110 SE Watula Avenue  
 Ocala, FL 34471

**Notice Copy:** [legal@team.wrike.com](mailto:legal@team.wrike.com)

**Notice Copy:** \_\_\_\_\_



Approved as to form and legality:

**Signed by:**  
  
B07DCFC4E86E429...  
 William E. Sexton, Esq.

City Attorney

Wrike AIA, v05212024

## Certificate Of Completion

Envelope Id: 37D94C3B-D9CE-448F-96F3-D6416DFC4AE4

Status: Completed

Subject: SIGNATURE - Wrike AI Addendum (ITS/250074)

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

2/24/2025 12:15:01 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

## Signature

## Timestamp

William E. Sexton, Esq.

Signed by:

Sent: 2/24/2025 12:19:27 PM

wsexton@ocalafl.org

Viewed: 2/25/2025 8:57:05 AM

City Attorney

B07DFC4E88E429...

Signed: 2/25/2025 9:04:22 AM

City of Ocala

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christopher Watt

DocuSigned by:

Sent: 2/25/2025 9:04:23 AM

cwatt@ocalafl.org

Viewed: 2/26/2025 7:13:22 AM

Chief of Staff

8C80B9F07388433...

Signed: 2/26/2025 7:13:40 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Accepted: 2/26/2025 7:13:22 AM

ID: 225ac1b2-8d30-47af-9620-d5637b162db2

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/24/2025 12:19:28 PM
Certified Delivered	Security Checked	2/26/2025 7:13:22 AM
Signing Complete	Security Checked	2/26/2025 7:13:40 AM
Completed	Security Checked	2/26/2025 7:13:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.