



Fixed Price Statement of Work

Customer Name: City of Ocala, FL ("Customer" or "You")

Customer Address: 110 SE Watula Avenue, Ocala, FL 34471, United State

SOW Number: US-167251

1. Agreement

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Oracle America, Inc. ("Oracle") for Customer (collectively "Parties") pursuant to the applicable agreement governing Oracle's performance of Professional Services (the "PS Terms") listed below (in order of preference, as applicable):

- (i) the Professional Services Addendum to the Subscription Services Agreement applicable to the Professional Services being performed as outlined herein and entered by and between the Parties,
- (ii) the separate Professional Services Agreement found here, <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/contracts.html>, or as otherwise entered into by and between the Parties.

Once executed by the Parties, this SOW shall be incorporated by reference into the PS Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the PS Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the PS Terms. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party. As used in this SOW, "You" or "Your" shall refer to the Customer as defined in the Agreement.

2. Description of Services

Oracle will perform the following Professional Services related to the implementation of Your single Oracle|NetSuite instance (the "NetSuite instance"):

A. Project Management:

1. Conduct one (1) kickoff webinar session, which is up to one (1) hour in duration, to review:
 - a. Project goals and objectives
 - b. Joint team roles and responsibilities
 - c. Project scope
 - d. Project timeline considerations
 - e. Next steps
2. Provide status reports at a mutually agreed interval, but no more than once a week.
3. Conduct one (1) post go-live transition meeting, via webinar, for up to thirty (30) minutes.

B. Technical Services:

1. Provide up to fifty (50) hours of technical assistance with SuiteAnalytics Connect to include the following:
 - a. Configuration.
 - b. Authentication.
 - c. Error handling.
 - d. Assistance with table joins and the Record Catalog.

C. Consulting Services:

1. Create the following Saved Searches show file attachments associated to each record:
 - a. Transaction Search.
 - b. Entity Search.
 - c. Support Case Search.
2. Provide up to five (5) hours to assist with File Cabinet folder downloads.

3. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Professional Services as set forth in this SOW. Oracle will not be responsible for any deficiency in performing Professional Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle's cost of providing Professional Services is increased because of Your failure to meet the obligations listed in this SOW, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Professional Services depends upon Your fulfillment of the following obligations and the following project assumptions:

3.1. Your Obligations

- 1) Obtain a subscription to the service under separate contract prior to the commencement of Professional Services under this SOW and maintain such subscription for the duration of the Professional Services provided under this SOW.
- 2) Provide Oracle with full access to the relevant documentation and the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
- 3) Provide, for all Oracle resources performing Professional Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Professional Services in the workspace, and ergonomically correct workstations, etc.).
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Professional Services.
- 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.
- 6) When services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

- 7) Be responsible for ensuring that common, consistent functional processes exist across Your organization; including any applicable parent and subsidiary companies (e.g., there will be one common Order to Cash process across the entire organization).
- 8) Be responsible for performing a production refresh of the sandbox at the start of the project.
- 9) Do not film or record Oracle's delivery of Professional Services, Oracle resources, or any Oracle materials.
- 10) Provide written notice of Your need to temporarily pause the performance of the Professional Services under this SOW, in order to complete Your assigned tasks and/or obligations, at least five (5) business days prior to any such pause. Your written notice must be received by Oracle five (5) business days prior to the pause, and the pause will be limited to a maximum of ten (10) business days.
- 11) If while performing Professional Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 12) Be responsible for procuring any third-party services and applicable fees.
- 13) Be responsible for exporting and manipulating data from the Your application to comply with localized taxation and reporting requirements.

3.2. Project Assumptions

- 1) All Professional Services will be performed remotely.
- 2) All communications are in English.
- 3) Oracle resources are not dedicated to any single project and are engaged across many projects for various customers.
- 4) Any Professional Services not expressly included in the above Description of Services are considered out of scope.
- 5) You do not require Oracle to work outside their standard local country workday hours.
- 6) Any and all hours outside normal business hours and/or in excess of ten (10) hours per day per Oracle resource or fifty (50) hours per week per Oracle consulting resource require the prior written consent of Oracle.
- 7) Project timeline estimates are based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in a timely fashion.
- 8) Customer directs Oracle to provide certain Deliverables to Customer. It is Customer's responsibility to ensure that such Deliverables comply with the laws and regulations applicable to Customer, its business, its services, and its customers.
- 9) Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 10) The Technical Services are not entitled to standard Oracle product support from Oracle support.
- 11) The Technical Services may not be compatible with future Oracle | NetSuite versions or upgrades of Your NetSuite Enterprise Resource Planning instance.

4. Pricing & Payment Terms

Fixed Fees: The pricing set forth in this SOW represents the fixed fees for the Professional Services set forth in this SOW. Additional discounts (if any) for these Professional Services will be reflected in Your Estimate/Order Form that references this SOW and/or these Professional Services. In the event of a conflict between the pricing set forth in this SOW and the pricing set forth in Your Estimate/Order Form governing this SOW and/or these Professional Services, then the pricing set forth in Your Estimate/Order Form shall govern and control. Any expenses (as described below) are not included in the fixed fees and are an additional cost to You. The payment

obligation is non-cancellable, and sum paid non-refundable except as otherwise expressly provided in Your Estimate/Order Form.

You agree to pay Oracle the fees as specified in the Estimate/Order Form for the Professional Services described in this SOW.

You acknowledge that the fixed price is based solely on the information provided to Oracle and the assumptions documented in this SOW. The total fees for this SOW are as follows:

Professional Services Fees	
Professional Services	\$9,200.00 USD
Total Professional Services Fees (excluding expenses described below)	\$9,200.00 USD

- a) **Payment Terms.** Unless otherwise noted in Your Estimate/Order Form, fees are due Net 30 days from invoice date.
- b) **Expenses:** Reasonable travel and living expenses required in connection with delivering the Professional Services will be incurred in accordance with Oracle's internal travel and expense policy and billed monthly as actual charges.

5. Project Point of Contact

You and Oracle each agree to designate a project point of contact who shall be responsible for coordinating its activities under this SOW. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party's project point of contact. Your project point of contact shall have the authority to approve Professional Services on Your behalf. Oracle's project point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6. Additional Terms

6.1 Unused Services.

The Professional Services herein must be used within the Term listed on Your Estimate/Order Form. Any portion of the Professional Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Professional Services, for any unused portion of the fees paid for any unused portion of the Professional Services. You may not use the fees for any services other than the Professional Services stated herein.

6.2 Change Control Process.

Any requirement(s) not included herein or items not contemplated will be handled through the Change Control Process, and may result in additional cost. Any and all requests for any change in Professional Services must be in writing.

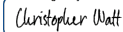
7. Signatures

The Parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Oracle.

This SOW is valid through **November 30, 2023** and shall become binding upon execution by You and acceptance by Oracle.

CUSTOMER

**Authorized
Signature:**

DocuSigned by:

5900225062217410

Print Full Name:

Christopher watt

Job Title:

Chief of Staff

Signature Date:

11/7/2023

ORACLE AMERICA, INC.

**Authorized
Signature:**

Print Full Name:

Job Title:

Signature Date:

This SOW may be signed electronically, in which case signatures may appear above or on the last page.

Approved as to form and legality:

DocuSigned by:

590053F70A1A41FF9F0A57621E5A918E

William E. Sexton
City Attorney



Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date 9/21/2023
Estimate # 1277017
Partner 4593707 GovSense, LLC

Customer Name & Bill To Address
City of Ocala, FL
110 SE Watula Avenue
Ocala FL 34471
United States

Item	Qty	Description	Term Mos.	Amount
NetSuite Data Migration Services T&M	1	NetSuite Data Migration Services Time and Material fees based upon Statement of Work. Hourly Rate: \$XXX	3	\$9,200.00
Subtotal				\$9,200.00
Discount		Discount		(\$4,000.00)
Subtotal				\$5,200.00
NetSuite SuiteAnalytics Connect Mid-Market Cloud Service	1	The SuiteAnalytics Connect Cloud Service enables you to access and query your NetSuite data using SQL through the following mainstream database standards: ODBC, JDBC and ADO.NET. The SuiteAnalytics Connect Cloud Service requires separately licensed drivers for ODBC, JDBC and ADO.Net ("SuiteAnalytics Connect Drivers" or "Drivers"), which NetSuite provides to you at no additional cost if you have procured the SuiteAnalytics Connect Cloud Service. Access to SuiteAnalytics Connect Cloud Service is provided pursuant to the Subscription Services Agreement, which you previously accepted when you procured NetSuite's hosted business solution. Your use of the Drivers is governed by the terms and conditions set forth in the SuiteAnalytics Connect Drivers End User License Agreement that can be found at www.netsuite.com/termservice . By signing the Estimate/Order Form and/or downloading the Drivers, you agree you have reviewed and agree to such terms.	3	\$1,497.00
Subtotal				\$1,497.00

Subtotal \$6,697.00
Total \$6,697.00



Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date
Estimate #
Partner

9/21/2023
1277017
4593707 GovSense, LLC

A. Terms of Your Order

1. Agreement

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

The Oracle Data Processing Agreement covering the Cloud Services, which may be found at <https://www.oracle.com/corporate/contracts/cloud-services/> ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the Cloud Services to Customer under this Estimate/Order Form ("order"), unless otherwise stated in the Data Processing Agreement or this order. Customer's signature on this order constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this order. This Data Processing Agreement does not apply to the following services that may be included in this order: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, any NetSuite Payroll services, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, or other similar versions of the services, (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g., where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet, or (3) the processing of Personal Data for the R&D Purpose (as defined in Controller Subscription Services Agreement, which, if applicable to the Services on this Estimate/Order Form, will be referenced in above). For purposes of this order, (1) the definition of "Services Agreement" (included in the "Definitions" section) is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Cloud Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at <https://www.oracle.com/legal/privacy/> (or other location as may be updated by Oracle), and (iv) the Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>; and (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>.

Customer may have access to enable and use additional features within the NetSuite Cloud Service subject to acceptance of in-application terms and conditions ("In-application Terms"). Customer's use of any such additional features within the NetSuite Cloud Service is governed by the "NetSuite Cloud Services In-Application Supplemental Terms and disclaimers" document (the "Supplemental Terms"), found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html> (or other URL as may be updated by Oracle) which contains In-application Terms that may be presented to Customer to accept when enabling or using certain features within the Cloud Services. In event of conflict or inconsistency between the Supplemental Terms and the In-Application Terms presented within the NetSuite application, the Supplemental Terms document shall take precedence. The Supplemental Terms are applicable to Customer if Customer is using the applicable features and are in addition to the terms contained in the Agreement. The Supplemental Terms may be updated at any time by Oracle to include additional terms required to use features, or updates to existing features within the Cloud Service, and Customer's use of those features is considered acceptance of the Supplemental Terms.

2. Start Date

3. Subscription Services Payment Terms

Net 30 – Annual Billing

4. Subscription Services Payment Frequency

Annual in Advance

5. Professional Services Payment Terms

2 Quarterly Payments due Net 30

6. Professional Services Payment Frequency

2 Quarterly Payments



Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Page 3 of 3

Estimate

Date
Estimate #
Partner

9/21/2023
1277017
4593707 GovSense, LLC

A. Terms of Your Order**7. Currency**

USD

8. Offer Valid Through

9/30/2023

B. Provisioning Net New Instances of the Cloud Service.

Note: The following information is applicable only when the Estimate/Order Form calls for a new instance of the Cloud Service, as the values referenced below ("Language" and "Country Edition") are used to provision Customer's Cloud Service instance and cannot be changed post provisioning. Please review these values and work with your Oracle NetSuite contact to make any necessary changes before signing this Estimate/Order Form. This section is not applicable if Customer already has an existing Cloud Service instance.

1. Primary Administrator's email address: gsadmin.cityofocala@govsense.com

Please note: Self-service options are available for changing the administrator upon Customer's successful access to the instance. To preserve the security of Customer's instance, Oracle may only change the Customer's primary administrator post-provisioning via Administrator Reassignment. This may delay access to your instance if the reassignment process is required.

2. Language: English (US)

The language selected will be the language that Customer's Cloud Service instance is provisioned in.

3. Ship-to Address: City of Ocala, FL
110 SE Watula Avenue
Ocala FL 34471
United States

4. Country Edition. Customer's Cloud Service(s) are provisioned based on the ship-to address shown above. Before signing this Estimate/Order Form, please ensure the ship-to address is correct; any change after provisioning will require re-provisioning of the Cloud Service(s).

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Christopher Watt

Print Name

DocuSigned by:
Christopher Watt
00000000000000000000

Signature

11/7/2023

Date

Approved as to form and legality:

DocuSigned by:
William E. Sexton
00000000000000000000

William E. Sexton
City Attorney

Upon your execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than \$99,999.

Certificate Of Completion

Envelope Id: 590053F70A1A41FF9F0A57621E5A918E

Status: Completed

Subject: FOR SIGNATURE - (ITS) 240055

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jamil Ramirez

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

jramirez@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Jamil Ramirez

Location: DocuSign

10/30/2023 4:59:43 PM

jramirez@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

DocuSigned by:



Sent: 10/30/2023 5:02:39 PM

wsexton@ocalafl.org

Viewed: 11/7/2023 9:05:29 AM

City Attorney

Signed: 11/7/2023 9:05:56 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: 11/7/2023 9:05:57 AM

cwatt@ocalafl.org

Viewed: 11/7/2023 9:51:48 AM

Chief of Staff

Signed: 11/7/2023 9:52:18 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

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**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2023 5:02:40 PM
Certified Delivered	Security Checked	11/7/2023 9:51:48 AM
Signing Complete	Security Checked	11/7/2023 9:52:18 AM
Completed	Security Checked	11/7/2023 9:52:18 AM
Payment Events	Status	Timestamps