Netrix

# **Statement of Work**

#### Netrix SOW Number: 214885

Upon execution by both parties, this SOW is effective and is covered by the Terms in the applicable master agreement between the parties, and if no master agreement exists the terms of the Netrix Master Services Agreement shall apply, a copy of which may be found at <u>www.netrixglobal.com/contracts</u> (in either case, the "Agreement"). In the event of a conflict between the Agreement and this SOW, the order of precedence shall be this SOW, the Additional Terms Exhibit, and then the Agreement. By signing, the signatories each represent that they have the authority to bind their respective organizations listed below to this SOW and the Agreement. Upon the date last set forth below (the Effective Date), the Parties agree as follows:

#### Pricing is valid through 06-16-2025.

#### Agreed to between:

Netrix, LLC		City of Ocala, Florida
Hattaning & Rowootan	Signature	DocuSigned by: Christophi Walt
gnature <u>Illing Tuno Changenation</u>	Signature	Christopher Watt
Name Katie Reynertson	Name	
Title Manager, Modern Applications	Title	Chief of Staff
Date 5/21/2025	Date	5/30/2025
	PO #	

A. Client Name and Location:

Client Name	City of Ocala, Florida ("Client")
Service Location	City of Ocala, Florida 110 SE Watula Ave Ocala, FL 34471
Start Date	06-16-2025
Opportunity Number	214885
Client Billing Address	City of Ocala, Florida 110 SE Watula Ave Ocala, FL 34471

Approved as to form and legality:

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

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## **Statement of Work**

#### B. Initial Client Contacts Information:

Name	Title	Email
Christopher Ramos	Director of Information Technology	cramos@ocalafl.gov

#### C. Description of Project:

#### Project Name: Copilot Proof of Value- Small

The Copilot Proof of Value Workshop is designed to help organizations understand the value and potential of Microsoft 365 Copilot. The workshop is tailored to the specific needs of the organization, involving key stakeholders from different functional groups to ensure a comprehensive understanding and effective planning.

This workshop typically involves:

- Art of the Possible demo
- Build 1 agent to optimize business processes and enhance productivity.
- Implement Copilot Analytics to measure Copilot's impact.
- Train champions and users in high-value scenarios and deployed agents.
- Deliver Executive Immersion Experience to demonstrate business value of Microsoft 365 Copilot.
- Next-stage business opportunities for Microsoft 365 Copilot for the rest of your organization.

#### Get Ready

Conduct the pre-engagement questionnaire and kickoff meeting scheduled. From here it is time to meet the Core Team with a briefing and begin to put in motion the Champions for Copilot and begin Onboarding and training for this group. Netrix will conduct the first Lunch & Learn session.

#### Onboard & Engage

In this phase we will have workshops around the Copilot Dashboard & Usage reports along with an Executive Immersion Experience. The following 2 workshops will cover Copilot Studio and extensibility scenarios along with Copilot Agents. This phase will also dive deeper into Copilot Analytics. Following the Copilot Agents workshop we will build 1 Agent together that we identify from end user use cases. This phase will end with our team shadowing the Champions for a Lunch & Learn session and a User Enablement Training session which includes a Learn how to prompt session.

#### Deliver Impact

In the last phase of this workshop, we will conduct a readout of the findings for IT. This will be followed by a final executive readout with a plan and the recommended next steps.

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#### D. Pricing:

The following table provides pricing for products and services included in this statement of work.

Item Description		Fixed Cost
Proof of Value (Small)		\$15,000.00
·	Total to Client prior to Funding	\$15,000.00
	Microsoft Funding**	(\$15,000.00)
	Total fixed cost*	\$0.00

\*Pricing does not include any applicable Federal, State, and local Taxes, surcharges, and Fees.

\*\* If Microsoft Funding is obtained. See Additional Terms.

#### Start Date: 06-16-2025

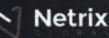
Start Date is the date Netrix plans to begin the onboarding process.

#### E. Items to be Provided by Client:

- Client will provide the following individuals to participate in the workshop to meet Microsoft funding requirements: at least one Business Decision Maker or delegate (CFO, COO, or CMO), at least one Technical Decision Maker or delegate (CIO, CTO, Enterprise Architect, or Solutions Architect), and at least one knowledge worker.
- 2. Client will designate a Project Coordinator for this project. The Coordinator will be the main point of contact between Netrix and Client.
- 3. Client shall ensure a designated site contact is always reachable during the Services for the entire duration of the project.
- 4. Client will provide relevant information technology stakeholders for sessions, remotely or at Client's location, facilitated by Netrix.
- 5. Client will provide Netrix with workspace and network connections for any on-site efforts.
- 6. Client will provide adequate power and network connectivity.
- 7. At the conclusion of the engagement, Client agrees to provide necessary information to execute the Microsoft Proof of Execution (POE) document, if applicable.
- 8. Client will provide appropriate technical resource(s) (up to Global Administrator) and/or access to systems to enable Netrix resources to access all components, environments, and systems as needed in a timely manner.
- 9. Client will have a current backup of all necessary data in the event a data recovery is necessary.

#### F. Assumptions:

- 1. A full Copilot technical and security readiness assessment is out of scope for Netrix.
- 2. Agent development will be limited to up to 4 hours.
- 3. Copilot implementation services and Copilot user adoption services outside items covered in Proof of Value workshops are out of scope for Netrix.
- 4. Client will reimburse Netrix for any approved travel expenses.
- 5. Any delays that are not a direct result of Netrix activity may result in delays to the overall project timeline and may incur a change order.



## **Statement of Work**

- G. Additional Terms:
  - 1. **Project Duration:** Client must schedule full delivery of the Proof of Value Project within 60 days of the Effective Date, at which time this SOW shall terminate.
  - 2. **SOW Expiration:** Unless otherwise approved by Netrix in writing or by executing this SOW, this SOW, including pricing, shall be invalid if not fully executed by Client on or before the date for pricing validity set forth at the top of this SOW.

#### Microsoft-Specific Additional Terms

- 3. Microsoft Funds or Vouchers If Microsoft vouchers have been approved for this project, such vouchers will be assigned to Netrix upon project commencement and amounts paid by Microsoft shall be credited against the amount owed by Client. If funding other than vouchers have been approved, Client will execute such approval documents as requested by Netrix and funds will be credited upon receipt. Client shall return the signed approval documents within three days of completion of the Services. While Netrix will use all reasonable efforts to secure payment of such vouchers or other funding on Client's behalf, Client acknowledges that provision of vouchers or other funding by Microsoft is in Microsoft's sole discretion. Client shall pay for all Services for which Microsoft does not provide payment.
- 4. Claiming Partner of Record (CPOR) For eligible Microsoft 365 projects, Netrix will associate Client and the workload under this SOW with Microsoft for purposes of Claiming Partner of Record ("CPOR"). CPOR is an incentive program that enables Netrix to help Client optimize the use of Microsoft services for desired business outcomes by providing Netrix with access to usage and consumption data. For purposes of CPOR, Client authorizes Netrix to associate the workload under this SOW with Microsoft and provide Microsoft with this SOW, Client's Domain Name and Directory ID (or Tenant ID), and Client's business and/or technical contact name, title and email address. Client agrees to reasonably assist Netrix to obtain the foregoing information to the extent such assistance is needed. Microsoft will notify Client of the association request and Client will have the opportunity to opt out or cancel the association request at any time.

## docusign

#### **Certificate Of Completion**

Envelope Id: 549BDC47-0979-46A7-8979-ACBB882CE745 Subject: SIGNATURE - Netrix SOW - Microsoft Copilot Implementation (ITS/250700) Source Envelope: Document Pages: 4 Signatures: 2 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-05:00) Eastern Time (US & Canada)

#### **Record Tracking**

Status: Original 5/27/2025 1:58:21 PM Security Appliance Status: Connected Storage Appliance Status: Connected

#### Signer Events

Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 5/30/2025 2:54:28 PM ID: 0e7730b1-a1f2-4224-963d-fcbfeb5c4ce7

William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via Docusign Holder: Patricia Lewis plewis@ocalafl.org Pool: StateLocal Pool: City of Ocala - Procurement & Contracting

#### Signature

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Signed by: William E. Screton, Esq. B07DCFC4E86E429...

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Status: Completed

Envelope Originator: Patricia Lewis 110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471 plewis@ocalafl.org IP Address: 216.255.240.104

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Sent: 5/27/2025 2:02:21 PM Viewed: 5/29/2025 11:11:54 AM Signed: 5/29/2025 11:24:29 AM

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 Sent	Hashed/Encrypted	5/27/2025 2:02:21 PM
Envelope Updated	Security Checked	5/29/2025 10:54:14 AM
Certified Delivered	Security Checked	5/29/2025 11:11:54 AM
Signing Complete	Security Checked	5/29/2025 11:24:29 AM
Completed	Security Checked	5/30/2025 2:54:47 PM
Payment Events	Status	Timestamps

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.

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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

## 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 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 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 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: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

### 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.