



## **Florida Housing Finance Corporation**

# **Microsoft Dynamics GP Pay As You Go and On Demand Support Agreement**

Document Version: 1.0

DXC Support Agreement with Florida Housing Finance Corporation

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## Confidentiality Notice

The information in this document is confidential and is provided on a commercial-in-confidence basis to the intended recipient solely for the intended recipient's use. When supplied to DXC Technology customers, all information contained in this document is subject to the terms and conditions set out in the governing customer Master Services Agreement.



DXC Support Agreement with Florida Housing Finance Corporation



## Table of Contents

<b>1</b>	<b>Introduction</b> .....	<b>3</b>
<b>2</b>	<b>Products</b> .....	<b>4</b>
<b>3</b>	<b>Pay as You Go Support Services Scope</b> .....	<b>4</b>
	3.1 Customer Care Services .....	4
	3.2 General.....	5
<b>4</b>	<b>On Demand Support Services Scope</b> .....	<b>7</b>
<b>5</b>	<b>Out of Scope Services</b> .....	<b>10</b>
<b>6</b>	<b>Assumptions</b> .....	<b>8</b>
<b>7</b>	<b>Commitment</b> .....	<b>10</b>
	7.1 Period of Service .....	10
	7.2 Investment Summary .....	10
	7.3 Payment .....	10
	7.4 Renewal and Fee Escalation .....	11
	7.5 Opt-Out/Termination .....	11
	7.6 Refunds .....	12



DXC Support Agreement with Florida Housing Finance Corporation

# 1 Introduction

<b>Support Services Agreement / Contract Details</b>		
This is a Contract for Services to be provided by DXC to the Customer. This Contract incorporates the GENERAL TERMS AND CONDITIONS specified below.		
<b>Customer for this Contract</b>		
Name:	Florida Housing Finance Corporation ("Customer")	
Attention:	David Hearn	
Address:	227 N. Bronough Street Suite 5000 Tallahassee- 32301	
Phone:	(850) 488-4197	
Email:	david.hearn@floridahousing.org	
<b>DXC entity for this Contract</b>		
DXC entity:	Tribridge Holdings, LLC, a DXC Technology company ("DXC")	
<b>GENERAL TERMS AND CONDITIONS applicable to this Contract:</b>		
<ul style="list-style-type: none"> <li><b>GENERAL TERMS AND CONDITIONS previously agreed between DXC and Customer (or their Affiliates) as detailed below ("MASTER SERVICES AGREEMENT" or "MSA")</b></li> </ul>		
Customer entity which is party to DXC General Terms and Conditions	Florida Housing Finance Corporation	
DXC entity which is party to DXC General Terms and Conditions	Tribridge Holdings, LLC	
Date of execution of DXC General Terms and Conditions	July 1 , 2015	
<b>Note:</b> This contract will be routed through DocuSign to obtain authorized signatures.		
<b>Customer Signature</b>		
Signature of authorized representative: 	Name of authorized representative: <i>Hugh R. Brown</i>	Date signed: <i>7-27-20</i>
<b>DXC Signature</b>		
Signature of authorized representative:  B22FCBBEB21C44B...	Name of authorized representative: Lesley Glover	Date signed: 7/27/2020



DXC Support Agreement with Florida Housing Finance Corporation

## DXC Agreement Contact

<b>Account Manager</b>	Name: Ed Hazan Phone: 954-205-9633 Email: Ed.Hazan@Enavate.com
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DXC is pleased to provide Customer with this Agreement to provide GP Pay As You Go and On Demand Support Services ("Services").

This document contains the entire Agreement and there are no other promises or conditions in any other support agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any other written or oral support agreement between the Parties for the Services defined herein.

DXC reserves the right to update the terms of, or withdraw, this Agreement if not executed by thirty (30) days from date of receipt by Customer.

## 2 Products

The software application product(s) included in this Agreement are:

Vendor	Product	Support Type
Microsoft	Dynamics GP	Direct
eOne	Smartlist Builder	Indirect support

Support Type is classified as follows:

**Direct Support** - includes add-on modules that DXC can support directly because the necessary skills are available to answer most questions regarding these applications.

**Indirect Support** – DXC will contact the ISV on behalf of Customer to resolve any outstanding questions and communicate the resolution back to Customer. All time spent by any Customer Care Consultant supporting the ISV products listed above is covered by this Agreement. However, any "Case Fees" charged by an ISV must be paid by Customer.

## 3 Pay as You Go Support Services Scope

### 3.1 Customer Care Services

**Note:** The examples provided under each of the following headings are intended to provide representative reference activities only and are not exhaustive.

#### 3.1.1 Processing Issue (Functional break/fix)

This service provides that DXC is responding to issues that arise during the normal course of business. Examples include, but are not limited to, the following topics:

- A batch will not post or is marked as being edited by another user when it is not being edited.
- An error message is appearing in a window and the user cannot determine the root cause.
- A user cannot log in or lacks the appropriate security to complete a process.
- A user enters data and cannot save the data or "saved" data appears to be missing.
- A print job or a workflow will not execute.



DXC Support Agreement with Florida Housing Finance Corporation

### 3.1.2 “How Do I...”

DXC will work with Customer users to answer generic, “out of the box” functional questions. The goal is to assist Customer users with functional questions that will allow them to take advantage of inherent functionality within the application. Please note this is not meant to be “User Training”, nor is it meant to be “process engineering”. The following examples are provided to set expectations for the type of questions that will be answered:

- a) How do I open or close a fiscal period?
- b) How do I book a wire transaction?
- c) How do I delete a stuck user?
- d) How do I change a user's permissions?
- e) How do I correct a transaction that has already been posted?
- f) How do I restrict the vendors included in a check batch?
- g) How do I create, dispose of, or retire an Asset?
- h) How do I change a payroll posting account, or setup a new payroll benefit code?

### 3.1.3 Workstation Installations

DXC will perform workstation installations to allow either new users, or existing users with a new workstation, to utilize Customer's Dynamics solution. Please note that workstation installations are most efficiently performed when Customer can provide DXC ready access to the installation package(s) for the Dynamics solution and any associated ISV's. DXC is willing to work with Customer and/or ISV's to locate these if they are not readily available, and this time will be billed. Customer must test new workstation installation and confirm that it is functional within twenty-four (24) business hours. Additionally, the workstation needs to have the following characteristics prior to the Dynamics solution being installed:

- a) Meets current minimum hardware and system requirements.
- b) Has a supported Operating System already been installed.
- c) Is connected to the customer's network.
- d) Appropriate lead time has been provided.
- e) Limited to Microsoft supported releases.

## 3.2 General

### 3.2.1 DXC Regional Support

DXC can allocate support team knowledge across regions if necessary. Customer requires Support Services based out of the regional DXC Support Teams as indicated below.

Regional Support Services	Yes (X)
North America	X
Australia	
New Zealand	
Fiji	
Europe	

### 3.2.2 Support Hours

DXC's standard support hours are 8 AM to 8 PM Eastern Time, Monday through Friday, excluding DXC Holidays. Support requests received after-hours, on weekends, or on DXC recognized holidays will be responded to on the next business day. Regional holidays may dictate a reduced service capacity in the associated region on the declared dates.



DXC Support Agreement with Florida Housing Finance Corporation

DXC Globally Recognized Holidays:

- New Year's Day - January 1st\*
- Christmas Day - December 25th\*

Recognized Regional Holidays as follows:

#### USA

- Presidents Day - the third Monday in February
- Memorial Day - the last Monday in May
- Independence Day - July 4th\*
- Labor Day - the first Monday in September
- Thanksgiving Holiday - the fourth Thursday in November
- Day After Thanksgiving - the fourth Friday in November
- Christmas Eve - December 24th\*

#### CANADA

- Family Day - the third Monday in February
- Good Friday - the Friday before Easter Sunday
- Victoria Day - Monday preceding May 25th
- Canada Day - July 1st\*
- Civic Holiday - the first Monday in August
- Labor Day - the first Monday in September.
- Thanksgiving - the second Monday in October
- Remembrance Day - November 11th\*
- Christmas Eve - December 24th\*

**\*Note:** If a holiday falls on a Saturday, the preceding Friday is observed as the holiday. If a holiday falls on a Sunday, the holiday is observed on the following Monday.

Holidays are communicated using the following mechanisms:

- a) Email signature (typically added to the Customer Care team email signature one week prior to the holiday).
- b) Out of office voice and email messages.

### 3.2.3 Support Request Mechanisms

DXC provides the following mechanisms for contacting Customer Care to initiate a request:

1. Phone - Support requests can be made by telephone (Toll Free 877-874-1114, option 2) to the Customer Care Triage team. All support requests are logged into DXC's service database for tracking and follow-up purposes. Support requests of an urgent nature should always be called into the toll-free number above.
2. Email - New Support requests can be made by email ([EclipseSupport@dxc.com](mailto:EclipseSupport@dxc.com)). All email requests are logged into DXC's service database for tracking and follow-up purposes. Email should not be used to report urgent issues. Subsequent emails will originate from specific Customer Care teams or individuals.
3. Online - Support requests can be entered directly into the DXC service database via the online portal (<https://esupport.tribridge.com>). Support requests of an urgent nature should always be called into the toll-free number above.

Please provide the following information at a minimum when requesting Services:



DXC Support Agreement with Florida Housing Finance Corporation

- Company Name
- Phone Number
- Contact Name
- Description of the issue
- Priority of Customer request

### 3.2.4 Response Service Level Agreement

DXC provides a six (6) hour Response Service Level Agreement (SLA) (meaning DXC acknowledges receipt of the request). Request resolution times are on a "best effort" schedule, with no guaranteed SLA. Support requests are responded to in the order in which they are received and the perceived urgency of the request. Some requests may require escalation to DXC Consulting Services, Microsoft, or an ISV for resolution. The SLA for those parties apply and are outside of Customer Care team's control.

### 3.2.5 Authorized Support Contacts

Customer will provide at least two authorized support contacts to work with DXC. Authorized support contacts have authorization to approve system, user security, and environmental changes. Customer may select a new authorized support contact by providing DXC their contact information with prior notice, and must immediately notify DXC, in writing, to deactivate any authorized support contact from having access to the Online Portal. Additional authorized support contacts may be requested.

Contact Name	Contact Title	Office Phone	Email Address
David Hearn		(850) 488-4197	david.hearn@floridahousing.org
Chris Wallace	NSS Manager	850-488-4197	Chris.wallace@floridahousing.org

## 4 On Demand Support Services Scope

DXC will provide on demand consulting support of up to forty (40) hours per incident for the Microsoft Dynamics products listed above. DXC will provide Services related to, but not limited to, the following areas:

1. System configuration.
2. Setting up new users, changing users, deleting users or adding, changing or modifying user security within any application.
3. Support for non-production servers, environments or databases (also known as companies) i.e. development environments where the Microsoft application is installed on non-production servers or test databases (companies) added to a production environment.
4. Enhancements or customizations to the system (e.g. new reports, screen or report changes, making fields required, building a workflow, creating an import/export routine, etc.).
5. Integrations that need to be created requiring design, build, and test time.





DXC Support Agreement with Florida Housing Finance Corporation

6. Any integration that has not been designed, developed, and tested by DXC will be supported on a "best effort" basis. Situations arising where documentation for the existing integration does not exist might require some level of documentation to be created to enable the support.
7. User training in excess of the "How do I" described above.
8. Selecting, configuring, training, and implementing any new module or ISV.
9. Situations arising where a user has inadvertently affected data integrity or quality and remediation efforts need to take place. Often times the situation can only be resolved by running a Microsoft Dynamics utility, importing historical data, performing manual data entry, or by updating records via direct table changes in SQL.
10. Applying service packs and hotfixes, including Year End Payroll Tax updates.
11. Remediation or system failures due to Customer self-performing an upgrade, service pack or hot fix.
12. Any issues related to hosting or "cloud" computing environments (except for DXC Concerto where a support agreement is in place).
13. Disaster recovery including any data restoration activities.
14. Database tuning and optimization, including local database instances, for example, retail Point of Sale or Store servers.
15. Server Installations.
16. Business consulting such as strategic planning, best practices, coordination, etc.

DXC will provide Customer with written scope of work to be approved via email prior to undertaking the work. Customer is responsible for testing system changes and providing approval before changes are deployed to production.

On Demand support Services will be provided remotely. If Customer requests onsite assistance, travel time in excess of one (1) hour each way will be billed at the rate defined in the Investment Summary section herein. Expenses will be billed at cost.

## 5 Assumptions

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The following general assumptions have been made in the development of this Agreement. As such, the Agreement is contingent upon the accuracy of these assumptions and is subject to change should any assumption turn out to be inaccurate.

1. Customer will submit all support incidents via the DXC Customer Care contact methods defined herein where they will be tracked until resolution.
2. DXC will assign a priority to the case based on the severity of the issue.
3. Customer can track the status of the support incident by logging into the DXC eSupport portal. At the request of Customer, DXC can also send an open case report directly to the Customer.
4. If DXC Customer Care Support is unable to resolve a general support case, or the incident is deemed to be of a technical or database nature, DXC Customer Care Support will escalate and transfer the issue to the DXC Customer Success team and will be billable under On Demand Services as defined herein.



DXC Support Agreement with Florida Housing Finance Corporation

5. If the incident is determined to be a base product issue, DXC will escalate to the appropriate software vendor defined in this Agreement. The resolution may take the form of a software update or a workaround until an update is available.
6. Customer has:
  - Familiarity with functionality being used.
  - Ascertained if issue occurs on more than one workstation or user account.
  - Confirmed issue is not due to any system or network changes.
  - Attempted to replicate the issue.
7. Customer is responsible for maintaining complete backups of on-premise environments.
8. DXC is, and will remain, Customer's Partner of Record for the Microsoft products listed above. If Customer intends to change the Partner of Record, DXC requires thirty (30) days advance notice and requires that the terms presented in this Agreement be re-evaluated at that time. If DXC is not the Partner of Record, information needed to resolve support issues in a timely manner may not be accessible.
9. With client approval, and where applicable, DXC will perform steps to resolve issues using Microsoft recommended tools, SQL Scripts and best practice techniques. Customer is responsible for verifying the data upon completion of any changes to their system and reporting any issues to DXC within twenty-four (24) business hours following the resolution being provided.
10. Any additional Microsoft or ISV modules or features added to the Products listed above after the start of this Agreement, whether installed by Customer or DXC Consulting Services, will require an assessment to determine if they will be covered under this Agreement. If approved, a rate adjustment may be required. Examples include, but are not limited to, the following:
  - Microsoft Business Alerts
  - Microsoft Workflows
  - The addition of any mobile, handheld devices
11. DXC will maintain an active Microsoft support contract and will utilize Microsoft support cases on behalf of Customer when required to resolve an issue. Where Microsoft advisory sessions are required, any associated costs may be passed to the Customer.
12. Customer will maintain active ISV support contracts with the ISV's listed under the "Indirect" and "Customer Direct" categories in the Products section of this Agreement. DXC will support Indirect ISV's on a "best effort" basis. Any ISV support costs ("pay per incident" support) remains the responsibility of Customer.
13. DXC will use a "best effort" approach to resolving issues with versions of the product that are no longer supported by Microsoft. Note the final resolution may require a work-around.
14. Customer is responsible for maintaining copies of all on-premise source code and will make it available to DXC as needed. If source code changes have been made to the application, DXC will assist Customer in a "best effort" manner but may not be able to effectively resolve the issues.
15. Customer will provide full disclosure to DXC if any Third-party provides Microsoft Dynamics related services to Customer. DXC's ability to support Customer applications may be hindered if other Third-parties have made changes to Customer's installation.



DXC Support Agreement with Florida Housing Finance Corporation

16. If the Dynamics solution is hosted in a cloud-based environment managed by a Third-party, then DXC will perform all work in a "best effort" manner. DXC may incur time working with the cloud provider to gain access to the system to review and resolve the request. Any time incurred attempting to gain access is billable, plus any time spent resolving an issue that may have been caused by the cloud provider (e.g. SQL or OS patch), will be billed. Depending on the nature and complexity of the issue, it is possible that the issue may need to be resolved by the DXC Customer Success team under a separate contract.
17. All work will be performed remotely. This Agreement and the Support Services herein are contingent on Customer's permission to allow DXC to have secure remote access into Customer's network and/or cloud environment. DXC's remote support tools may run via a downloaded applet over HTTP. Exceptions to use of this tool should be in place with Customer IT staff prior to engagement with DXC.
18. The DXC eSupport Portal, including without limitation, all content, is the sole and exclusive property of DXC. DXC shall not be liable for any unauthorized access or use of the eSupport System or for any unauthorized access or use of Customer's transmission facility, computer system, equipment or data. DXC reserves the right to update, modify, suspend access or discontinue the eSupport System, in whole or in part, from time-to-time.
19. DXC reserves the right to suspend Services if payment in full is not made within the terms of the Master Services Agreement.

## 6 Commitment

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### 6.1 Period of Service

This Agreement is for a period of twelve (12) months (the "Initial Term" or "Term") effective on the date it is signed by both Parties (the "Effective Date") unless either Party terminates the Agreement in accordance with the conditions set forth herein.

### 6.2 Investment Summary

DXC's standard hourly rate of \$205.00 has been discounted to \$195.00 for Services provided under this Agreement.

For budgetary purposes, total consumption for the Term is estimated at fifty (50) hours. Unused hours at the end of the Term will not be billed and any requests for service in excess of the estimated hours during the Term will be deemed approved when received by an Authorized Support Contact as defined herein.

Work performed by DXC outside of regular business hours may be subject to increased rates and will be agreed in advance before commencement.

Support cases are billed in fifteen (15) minutes increments, including any portion thereof.

## 7 Out of Scope Services

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Any Services deemed to be too complex, risky, or in excess of forty (40) hours will be defined and performed under a separate contract. This is related to, but not limited to, the following areas:



DXC Support Agreement with Florida Housing Finance Corporation

- System upgrades
- Customizations
- Integrations
- Additional module implementations

DXC can provide project-based Consulting Services for Customer's needs that are in excess of the scope of this Agreement.

**Note:** Consulting Services required or requested outside the scope of this Agreement may not be exchanged for Services within this Agreement. Rates for Consulting Services performed outside the scope of this agreement may differ from rates offered within this Agreement.

## 7.1 Payment

Services will be invoiced monthly.

Travel time and expenses, if applicable, will be invoiced separately on a monthly basis.

All invoices are due and payable net 30 days from date of invoice and must be paid in full without set-off, deduction, or abatement.

Sales, use, or similar tax is not included in the amounts shown above and if required will be specified and added to any invoice subject to rates applicable, if any, in the local tax jurisdiction.

## 7.2 Renewal and Fee Escalation

At DXC's discretion, an end of Term renewal agreement will be presented to Customer. DXC reserves the right to increase the fee upon renewal. Any fee increase will be communicated to Customer prior to executing a new agreement.

## 7.3 Opt-Out/Termination

Any termination of this Agreement shall not automatically terminate the Master Services Agreement. The termination rights set forth in this Agreement supplement the termination rights set forth in the Master Services Agreement.

1. **Termination for Material Breach.** Either Party, without prejudice to either Party's other rights and remedies at law or otherwise, may terminate this agreement immediately by giving written notice to the other if (i) the other commits a material breach of the terms of this agreement, and (ii) in the case of a breach other than nonpayment of Fees, where such breach is remediable, such Party fails to remedy the breach within thirty (30) days of receiving notice of the breach.
2. **Termination for Convenience.** Either Party may terminate this Agreement at any time on sixty (60) calendar days prior written notice to the other Party, or sooner if required to comply with applicable Law. Customer's right to terminate for convenience hereunder shall in no way diminish Customer's obligation to pay the amounts described above.
3. **Effect of Termination.** Upon the effective date of this agreement's termination or expiration and after any transition services assistance period as set forth above: (i) Customer will cease use of Customer Care Services; (ii) Customer's access to the Customer Care Portal will be disabled; (iii) Customer Name shall pay any undisputed fees to DXC. No such termination shall relieve Customer or DXC of any obligation incurred by Customer or DXC hereunder, including the obligation to pay Fees through the Term of this Agreement,



DXC Support Agreement with Florida Housing Finance Corporation

notwithstanding that Customer may have elected to terminate prior to the expiration of the Term. Payment is due upon termination.

## **7.4 Refunds**

With the exception of a material breach of this Agreement by DXC which is not cured within thirty (30) days, in no other event shall Customer receive a refund, rebate, or credit for any amount paid, or payable, to DXC. Any refund provided will be at the pro-rated amount paid for the remainder of the then-current Agreement. In the event of termination by Customer without cause, Customer shall not be entitled to any refund of any monies paid.

