



Florida Housing Finance Corporation

Microsoft Dynamics GP Membership Support Agreement

Document Version: 1.0

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Main Contact for this Response

Account Manager	Kim Harrison 321-368-2489 kim.harrison@enavate.com
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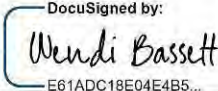


Table of Contents

1	Introduction	3
2	Products	4
3	Services	4
	3.1 Subscription Based Support Services	4
	3.2 General.....	5
4	Out of Scope Services	7
5	Assumptions	7
6	Commitment	9
	6.1 Period of Service.....	9
	6.2 Investment Summary	10
	6.3 Payment	10
	6.4 Committed Hours	10
	6.5 Renewal and Fee Escalation	10
	6.6 Opt-Out/Termination	10
	6.7 Refunds	11



1 Introduction

Statement of Work / Contract Details		
This is a Contract for Services to be provided by DXC to the Client. This Contract incorporates the GENERAL TERMS AND CONDITIONS specified below.		
Client for this Contract		
Name:	Florida Housing Finance Corporation ("Customer")	
Attention:	David Hearn	
Address:	227 N Bronough St Tallahassee FL 32301	
Phone:	(850) 488-4198 x1252	
Email:	david.hearn@floridahousing.org	
DXC entity for this Contract		
DXC entity:	Tribridge Holdings, LLC, a DXC Technology company ("DXC")	
GENERAL TERMS AND CONDITIONS applicable to this Contract:		
<ul style="list-style-type: none"> • GENERAL TERMS AND CONDITIONS previously agreed between DXC and Client (or their Affiliates) as detailed below ("MASTER SERVICES AGREEMENT" or "MSA") 		
Client entity which is party to DXC Eclipse General Terms and Conditions	Florida Housing Finance Corporation	
DXC entity which is party to DXC Eclipse General Terms and Conditions	Tribridge Holdings, LLC	
Date of execution of DXC Eclipse General Terms and Conditions	7/1/2015	
Client Signature		
Signature of authorized representative:	Name of authorized representative:	Date signed:
	Hugh R. Brown	7-27-21
DXC Signature		
Signature of authorized representative:	Name of authorized representative:	Date signed:
 E61ADC18E04E4B5...	wendi Bassett	7/28/2021

Note: Agreement will be routed through DocuSign to obtain authorized signatures.



DXC is pleased to provide Client with this Agreement to provide Microsoft Dynamics GP Membership 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 Client.

2 Products

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

Vendor	Product	Support Type
Microsoft	Microsoft Dynamics GP	Direct
Microsoft	Dynamics 365 BC	Direct
eOne	SmartList Builder	Indirect

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 Client to resolve any outstanding questions and communicate the resolution back to Client. All time spent by any Managed 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 Client.

3 Services

3.1 Membership Based Services

DXC will provide consulting support for the Microsoft Dynamics products listed above. DXC will provide Services related to, but not limited to, the following areas:

1. 40 Hours annually of Support
2. Accelerated Service Level Agreement (SLA) of 4 hours.
3. Access to 3 Free Support Days per year.

Client is responsible for testing system changes and providing approval before changes are deployed to production.

Services will be provided remotely. If Client 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.



3.2 General

3.2.1 DXC Regional Support

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

Regional Support Services	Yes (X)
North America	X

3.2.2 Support Hours

DXC's standard Managed Care 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 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 Managed 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 Managed Care to initiate a request:

1. Phone - Support requests can be made by telephone (Toll Free (844) 575-7270, option 2) to the Managed 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 (Support@Enavate.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 Managed Care teams or individuals.
3. Online - Support requests can be entered directly into the DXC service database via the on line portal (<https://enavate.microsoftcrmpportals.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:

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

3.2.4 Response Service Level Agreement

DXC provides a 4 Hour Response Service Level Agreement (SLA) (meaning DXC acknowledges receipt of the request) for break/fix application support requests. 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 Managed Care team's control.

3.2.5 Authorized Support Contacts

Client 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. Client 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) 488-4198 x1252	david.hearn@floridahousing.org



4 Out of Scope Services

Relative to the scope as defined herein, any services outside the scope of this Agreement will be performed under a separate contract. DXC can provide project-based Consulting Services for Client's needs that are in excess of the scope of this Agreement.

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 be different than rates offered within this Agreement.

Examples may include:

- Incidents estimated in excess of 40 hours
- Application upgrades
- Operating system changes
- Microsoft Updates to the OS or SQL Server
- Disaster Recovery Service and 3rd party charges during a disaster declaration

5 Assumptions

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. Client will submit all support incidents via the DXC Managed 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. If DXC Managed Care Support is unable to resolve a general support case, or the incident is deemed to be of a technical or database nature, DXC Managed Care Support will escalate and transfer the issue to the DXC Client Success.
4. 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.
5. Client can track the status of the support incident by logging into the DXC eSupport portal. At the request of Client, DXC can also send an open case report directly to the Client.
6. Prior to contacting support for an application issue or error message it is assumed Client 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. Client is responsible for maintaining complete backups of on-premise environments.
8. DXC is, and will remain, Client's Partner of Record for the Microsoft products listed above. If Client 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. Client 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 Client 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 Client when required to resolve an issue. Where Microsoft advisory sessions are required, any associated costs may be passed to the Client.
12. Client will maintain active ISV support contracts with the ISV's listed under the "Indirect" and "Client 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 Client.
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. Client 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 Client in a "best effort" manner but may not be able to effectively resolve the issues.
15. Client will provide full disclosure to DXC if any Third-party provides Microsoft Dynamics related services to Client. DXC's ability to support Client applications may be hindered if other Third-parties have made changes to Client's installation.
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 Client Success team under a separate contract.
17. All work will be performed remotely. This Agreement and the Support Services herein are contingent on Client's permission to allow DXC to have secure remote access into Client'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 Client 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 Client'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

6.1 Period of Service

This Agreement is for a period of 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

The Agreement price of \$9000 USD annually is for Services provided under this Agreement as defined herein and represents 40 hours of services annually. Hours consumed above the 40 hours annually will be billed at an hourly rate of \$195.00 USD.

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.

6.3 Payment

The entire annual Agreement price of \$9000 USD will be split into equal monthly installments of \$750 USD. The first installment will be billed upon approval of the Agreement.

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.

6.4 Committed Hours

This Agreement is for 40 hours per contract year. Unused Hours will expire at the end of each contract year.

6.5 Renewal and Fee Escalation

This Agreement shall automatically renew at the end of the Initial Term. This Agreement shall thereafter continue to automatically renew for 40 hours of services annually at \$9000 USD for successive periods for 36 months from the date this Agreement is executed.

DXC reserves the right to increase the fee upon renewal. Any fee increase will be communicated to Client prior to executing a new agreement.



6.6 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. Client 's right to terminate for convenience hereunder shall in no way diminish Client '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) Client will cease use of Managed Care Services; (ii) Client's access to the Managed Care Portal will be disabled; (iii) Florida Housing Finance Corporation shall pay any undisputed fees to DXC. No such termination shall relieve Client or DXC of any obligation incurred by Client or DXC hereunder, including the obligation to pay Fees through the Term of this Agreement, notwithstanding that Client may have elected to terminate prior to the expiration of the Term. Payment is due upon termination.

6.7 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 Client 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 Client without cause, Client shall not be entitled to any refund of any monies paid.

