



Florida Housing Finance Corporation

Microsoft Dynamics GP

**Enhanced Membership Support Plan
Silver**

Document Version: 1.0

Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

Copyright Notice

©2013-2022. Copyright Enavate, Inc.. All rights reserved.

This document may not be copied, in whole or in part, without prior consent of Enavate, Inc.

Logos, brand names and product names used in this document are the trademarks or registered trademarks of Enavate, Inc., or their respective Third-party owners.

Microsoft Dynamics is a trademark of Microsoft Corporation in the United States of America and/or other countries.

Confidentiality Notice

To the extent allowable by law, 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. All information contained in this document is subject to the terms and conditions set out in the governing Master Services Agreement.

Main Contact for this Response

Account Manager

Ed Hazan
+1 720-399-1648
ed.hazan@enavate.com

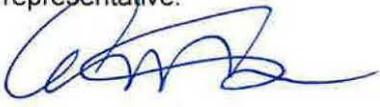
Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

Table of Contents

- 1 Introduction
- 2 Products
- 3 Services
 - 3.1 Enhanced Membership Support Silver Services
 - 3.2 General
 - 3.2.7 Other Contacts
- 4 Out of Scope Services
- 5 Assumptions
- 6 Commitment
 - 6.1 Period of Service
 - 6.2 Investment Summary
 - 6.3 Payment
 - 6.4 Renewal and Fee Escalation
 - 6.5 Opt-Out/Termination
 - 6.6 Refunds

Enhanced Membership Support Plan with Florida Housing Finance Corporation
 Agreement Number OP-0000019209

1 Introduction

Statement of Work / Agreement Details		
This is an Agreement for Services (as defined below), this "Agreement" to be provided by Enavate to the Client. This Agreement incorporates the GENERAL TERMS AND CONDITIONS specified below.		
Client for this Agreement		
Name:	Florida Housing Finance Corporation	
Attention:	Angie Sellers	
Address:	227 N Bronough St, Tallahassee, FL 32301	
Phone:	850.488.4197	
Email:	angie.sellers@floridahousing.org	
Enavate entity for this Agreement		
Enavate entity:	Enavate, Inc.	
GENERAL TERMS AND CONDITIONS applicable to this Agreement:		
<ul style="list-style-type: none"> GENERAL TERMS AND CONDITIONS previously agreed between Enavate and Client (or their Affiliates) as detailed below ("MASTER SERVICES AGREEMENT" or "MSA") 		
Client entity which is party to Enavate General Terms and Conditions	Florida Housing Finance Corporation	
Enavate entity which is party to Enavate General Terms and Conditions	Enavate, Inc.	
Date of execution of Enavate General Terms and Conditions	5/29/2024	
Client Signature		
Signature of authorized representative: 	Name of authorized representative: Angie Sellers	Date signed: 7/23/2024
Enavate Signature		
Signature of authorized representative:  <small>E184BC835B9D4B1...</small>	Name of authorized representative: Marie Montero	Date signed: 7/31/2024

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

Enhanced Membership Support Plan with Florida Housing Finance Corporation
 Agreement Number OP-0000019209

Enavate is pleased to provide Client with this Agreement to provide Enhanced Membership Support Silver Services Plan (“Services”).

This document contains the entire Agreement and there are no other promises or conditions in any other support agreement for the product(s) listed below 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.

Enavate 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

Support Type is classified as follows:

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

Indirect Support – Enavate will contact the Independent Software Vendor (ISV) on behalf of Client to resolve any outstanding questions and communicate the resolution back to Client. All time spent by any Client 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.

Client Direct – The ISV products listed as Client Direct are out of scope of this Agreement. The Client Care team does not have the skills on staff to support these ISV applications. Enavate may have skills within the Delivery Practice or Client may need to contact the ISV directly for support. Escalations to the Enavate Delivery Practice are billed on a time and materials basis. If Client contacts the ISV directly, or if Client approves that Enavate contact the ISV on their behalf, Client is responsible for all support costs from the ISV as well as the time spent by any Enavate consultant assisting with that escalation. This list includes any ISV in the Client’s environment that is not specifically listed in the Direct or Indirect lists above.

3 Services

3.1 Enhanced Membership Support Silver Services

Enavate will provide Enhanced Membership Support Silver Services for the Microsoft Dynamics products listed above. The number of incidents the client can submit is unlimited, however each incident is limited to 2 (two) hours or less. After 2 (two) hours have been consumed per incident, the overage will be charged at the time and materials rate indicated in the Investment Summary section herein. The 2 (two) hour allotment cannot be used in combination with services that are deemed out of scope or any other services. Tickets must be submitted via one of the methods outlined in the **Support Request Mechanisms** section in order to qualify for the 2 (two) hour allotment of break/fix support. Ticket requests cannot be emailed to individual consultants. Enavate will provide Services related to, but not limited to, the following areas:

Enhanced Membership Support Plan with Florida Housing Finance Corporation
 Agreement Number OP-0000019209

1. Break/fix application support
2. "How do I" questions
3. Small ad hoc requests - Often times a 'small' enhancement to the application may have large benefits. This service allows the team to make small enhancements to the application without a design and approval process that is less formal than used for large scale system changes. Please note that small enhancements have the following characteristics:
 - (a) Are not critical in nature and can be scheduled
 - (b) A test environment exists to test the enhancement prior to placing it into production
 - i. In the absence of a test environment, the change would not significantly hinder the operations of the business if errors are found after being deployed to production.
 - (c) The enhancement can be built, tested and released to a Test (preferred) or Production environment in less than 2 (two) hours. Please note that an enhancement that is originally considered to be "small" may turn out to be larger than anticipated once the work is begun. Enavate will notify the requestor should the enhancement appear to be beyond the original estimated hours.
 - (d) Does not require formal design, regression testing or source code management.
4. Setting up new users, deleting users, changing or modifying user security within the supported application (no customization of security roles)
5. Database backup/restore

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 will be billed in accordance with s. 112.061, Fla. Stat., and Florida Housing's travel policy.

3.2 General

3.2.1 Service Delivery Management (SDM)

The Service Delivery Manager acts as the Voice of the Customer (VOC) within Enavate managing your questions and handling escalations. Enavate provides an SDM on all Enhanced Membership Plans. The SDM is your dedicated single point of contact for incident management and oversees the service quality within the support organization.

Enavate provides the following for Silver Enhanced Membership Plans:

Strategic Governance Meeting (SGM/Roadmap) – once per year. Examples of topics:

- Review customers' strategic activities that may affect application/ infrastructure service delivery
- Discuss business architecture, add-ons and contractual changes to SLAs and charges

3.2.2 Enavate Regional Support

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

Regional Support Services	Yes (X)
North America	X



Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

3.2.3 Support Hours

Enavate's standard Client Care support hours are 8 AM to 8 PM Eastern Time, Monday through Friday, excluding Enavate Holidays. Support requests received after-hours, on weekends, or on Enavate 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.

Enavate Globally Recognized Holidays:

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

Recognized Regional Holidays as follows:

USA

- Martin Luther King Day - the third Monday in January
- 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 Client Care team email signature one week prior to the holiday).

3.2.4 Support Request Mechanism

Enavate provides the following mechanism for contacting Client Care to initiate a request:

1. Online - Support requests can be entered directly into the Enavate service database via the online portal (<https://enavate.microsoftcrmpportals.com/>).

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

- Company Name
- Phone Number
- Contact Name

Enhanced Membership Support Plan with Florida Housing Finance Corporation
 Agreement Number OP-0000019209

- Description of the issue
- Priority of Client request

Client will provide the names of resources who will be submitting tickets through the portal.

Contact Name	Contact Title	Phone	Email
David Hearn	CIO	850.488.4197	David.Hearn@floridahousing.org
Ray Lewis	DBA	850-488-4197	Ray.lewis@floridahousing.org
Chris Wallace	Director	850-488-4197	Chris.wallace@floridahousing.org

3.2.5 Response Service Level Agreement

Enavate provides 8 Hours response Service Level Agreement (SLA) (meaning Enavate 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 Enavate Consulting Services, Microsoft, or an ISV for resolution. The SLA for those parties apply and are outside of Client Care team’s control.

3.2.6 Authorized Support Contacts

Client will provide at least two authorized support contacts to work with Enavate. Authorized support contacts have authorization to approve system, user security, and environmental changes. Client may select a new authorized support contact by providing Enavate their contact information with prior notice, and must immediately notify Enavate, 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	CIO	850.488.4197	David.Hearn@floridahousing.org
Ray Lewis	DBA	850-488-4197	Ray.lewis@floridahousing.org
Chris Wallace	Director	850-488-4197	Chris.wallace@floridahousing.org

3.2.7 Other Contacts

Client will provide the names of resources for the following roles:

- Primary Contact - the person to be contacted to discuss your account
- Accounting – the person/email that will be used to send invoices
- Renewal – the person to be contacted for software/maintenance renewals
- Decision Maker – the person responsible for making decisions within the organization

Role	Contact Name	Contact Title	Phone	Email
Primary	David Hearn	CIO	850.488.4197	David.Hearn@floridahousing.org
Accounting	Anelis Figueroa	IT Services	850.488.4197	Anelis.Figueroa@floridahousing.org



Enhanced Membership Support Plan with Florida Housing Finance Corporation
 Agreement Number OP-0000019209

		Senior Analyst		
Renewal	David Hearn	CIO	850.488.4197	David.Hearn@floridahousing.org
Decision Maker	Angie Sellers	CFO	850.488.4197	Angie.Sellers@floridahousing.org

4 Out of Scope Services

Relative to the scope as defined herein, any services outside the scope of this Agreement will require a separate work order. Enavate can provide project-based consulting services for the Client's needs that exceed the scope of this Agreement. Any efforts greater than the two-hour allotment of break/fix support listed under Section 3.1 Silver Services will be performed under a separate contract.

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:

- Efforts estimated in excess of the 2-hour allotment of break/fix support
- Efforts considered out of scope of the 2-hour allotment of break/fix support
- Tickets emailed directly to Enavate consultants
- Application upgrades
- Server or Workstation Installations
- Operating system changes
- Microsoft Updates to the OS or SQL Server
- Disaster Recovery Service and 3rd party charges during a disaster declaration
- Implementations
- Migrations
- Customizations/Modifications
- Integrations
- Optimization
- Assessments

5 Assumptions

The following general assumptions have been made in the development of this Agreement. As such, this 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 Enavate Client Care contact methods defined herein where they will be tracked until resolution.
2. Enavate will assign a priority to the case based on the severity of the issue.
3. If Enavate Client Care Support is unable to resolve a general support case, or the incident is deemed to be of a technical or database nature, Enavate Client Care Support will escalate and transfer the issue to the Enavate Client Success.
4. If the incident is determined to be a base product issue, Enavate 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.

Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

5. Client can track the status of the support incident by logging into the Enavate eSupport portal. At the request of Client, Enavate 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. Enavate is, and will remain, Client's Partner of Record for the Microsoft products listed above. If Client intends to change the Partner of Record, Enavate requires thirty (30) days advance notice and requires that the terms presented in this Agreement be re-evaluated at that time. If Enavate 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, Enavate 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 Enavate 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, a third-party or Enavate as a separate consulting service, 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. Enavate will maintain an active Microsoft support Agreement 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 agreements with the ISVs listed under the "Indirect" and "Client Direct" categories in the Products section of this Agreement. Enavate will support Indirect ISVs on a "best effort" basis. Any ISV support costs ("pay per incident" support) remains the responsibility of Client.
13. Enavate 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 Enavate as needed. If source code changes have been made to the application, Enavate 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 Enavate if any third-party provides Microsoft Dynamics related services to Client. Enavate'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 Enavate will perform all work in a "best effort" manner. Enavate 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

Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

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 Enavate Client Success team under a separate agreement.

17. All work will be performed remotely. This Agreement and the Services herein are contingent on Client's permission to allow Enavate to have secure remote access into Client's network and/or cloud environment. Enavate'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 Enavate.
18. The Enavate eSupport Portal, including without limitation, all content, is the sole and exclusive property of Enavate. Enavate 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. Enavate reserves the right to update, modify, suspend access or discontinue the eSupport System, in whole or in part, from time-to-time.
19. Enavate 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 this Agreement in accordance with the conditions set forth herein.

6.2 Investment Summary

This Agreement price of \$12960 USD annually is for Services provided under this Agreement as defined herein. Delivery for services provided for work that is "Out of Scope" of Enhanced Membership Support Services, will be billed at an hourly rate of \$220 USD for the term of this agreement. Ongoing Services/Out of Scope Hours will be charged against the agreement in 15 minutes increments. Under no circumstances shall the total amount billed under this agreement exceed \$14,060 without prior written approval of the parties.

Work performed by Enavate outside of regular business hours will be subject to increased rates equal to 1.5 times the current hourly rate and will be agreed upon before commencement.

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

6.3 Payment

The entire annual Agreement price of \$12960 USD will be split into equal monthly installments of \$1080 USD. The first installment will be billed upon the execution of this 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.

Enhanced Membership Support Plan with Florida Housing Finance Corporation
Agreement Number OP-0000019209

6.4 Renewal and Fee Escalation

This Agreement has a term of 12 Months starting from the Effective Date.

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

6.5 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 Client Care Services; (ii) Client's access to the Client Care Portal will be disabled; (iii) [Customer] shall pay any undisputed fees to Enavate. No such termination shall relieve Client or Enavate of any obligation incurred by Client or Enavate 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.

6.6 Refunds

With the exception of a material breach of this Agreement by Enavate 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 Enavate. 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.