



Client Engagement Overview & Basic Memorandum of Understanding

Non-Exclusive Representation and Non-Binding Letter of Intent

This Basic Memorandum of Understanding is being made between Softlyze LLC, and a current of prospective Client of Softlyze for the purposes of establishing working intentions between the two companies.

In consideration of Softlyze waiving any direct engagement expenses for the retainer of these services, Softlyze has prepared this document to outline the working relationship expectations and value add services it will provide to Customer.

Managed Portfolio Brokering Services.

1. Provide On-Time Bids for Hardware, Software, Project Oriented Services, Support/Renewals
2. Minimize communication requirements and noise between Vendors
3. Assist in overall transaction facilitation for both new and existing licensing needs
4. Provide vendor interaction assistance and focused requirements information, rather than sales-push (bias)
5. Seek continuity of Broker participation, vs. revolving Account Executive interaction
6. Reduce overall vendor footprint (more and more vendor are working thru channels meaning new providers)
7. Protect revenue protection against any existing downside, determined upside, position alternatives
8. Leverage whole-sale commercial marketplace for thousands of technical offerings
9. Establish new partnerships (as needed) to ensure and facilitate a re-seller bid on behalf of Softlyze
10. Broker large strategic transactions as a support agent (where a direct alliance is preferred)
11. Give insights, trends, and vendor options to both LOB, IT Directors, and Purchasing contacts upon request

Representation Considerations.

No Exclusivity. The parties understand this engagement is not an exclusive arrangement. Rather, in good faith a Softlyze Broker/Agent will work diligently to obtain Customer the best overall pricing for the Software, Services, or Support, required by Customer. Customer is free to enter into similar agreements with other parties.

Fair Market Assistance. Customer understands that the representation of a broker and the time invested by Softlyze is considerable. As such, should Customer require any additional Software, Services, or Support beyond what is initially indicated to Softlyze, that it will provide its broker a notice in writing of any additional requirements deemed necessary or of interest for pricing exploration. Customer agrees to allow Softlyze every opportunity to bid the full scope of work, relative to any other parties, and not to withhold or otherwise negotiate individually or separately with another party without ensuring Softlyze is able to also provide a full scope or comparable bid.

Good-Faith Selection. Customer represents and agrees that based on the work product invested by Softlyze, in good faith it intends to select Softlyze as the bidder for any pricing proposals it has optioned for Softlyze to represent. Customer is not bound to accepting Softlyze bid, rather as a professional courtesy and in the spirit of the larger and longer term relationship, it will select Softlyze above any other party provided Softlyze is able to meet or beat other parties for a given bid submission.



Acknowledgement of Representation. In an effort to minimize Customer complexity, cycle times for negotiation, and to decrease outside vendor pressure and sales noise, Customer authorizes Softlyze to act as an agent for the purpose of transaction fulfillment and enablement. Customer will advise others of Softlyze role as needed and will make every reasonable effort to preserve and protect the efforts Softlyze is undertaking. In the event Softlyze requires any authorization from any distributor, vendor, partner, service provider, or support entity, Softlyze shall be entitled to advise the appropriate party, or Customer will inform to the other party of the working relationship between Customer and Softlyze.

Authorized to Obtain Pricing. Customer grants Softlyze all rights and opportunities to request and secure pricing on behalf of Customer, as if Softlyze was in fact the Customer itself. Furthermore it understands and grants Softlyze power to negotiate at the same level as any incumbents that are no longer bidding, or allow Softlyze to notify vendors of this intention directly.

Confidentiality. Softlyze respects and agrees to preserve and protect the integrity and confidentiality of any transactions its conducts on behalf of Customer. This includes not disclosing to others what specific solutions are being used or explored by Customer, as well as any license amounts or costs obtained on behalf of Customer. Customer understands that the specific end-pricing provided by Softlyze shall remain Confidential and is not to be disclosed to any other parties. Customer is not limited to discussing with others the specific items, qualities, or services it has requested Softlyze to bid.

Group Pricing Leverage. Given the amount of Customers supported for a given solution, Softlyze may be able to improve on licensing, support, or services costs by leveraging alternate client pricing standards. As such Softlyze is fully authorized by Customer to compel any providers to meet the same level of discounting achieved on behalf of another client, and without disclosure of its name, Customer understands that their pricing may become a standard for achievement for other Softlyze clientele.

Work-Product Protection. Regardless of Softlyze whole-sale status, many times Customers may have unique requirements they need addressed as part of any net-new or renewal initiatives. Softlyze agrees to make reasonable efforts to accommodate those requirements, and on behalf of Customer go above and beyond the costing expectations to negotiate back compliance for licenses, trade-ups to new technology, exploratory demo's or pilots, or provide no cost licensing for a variety of exploratory needs. Given the work efforts invested by Softlyze to obtain specialized arrangements on behalf of Customer, Customer understands and will protect this work product by not leveraging Softlyze custom concessions by another party, or advising others of the value Softlyze was able to obtain in a manner which places Softlyze in a competitive position against another party for the specialized exceptions it has already obtained on behalf of Customer.

Second Line of Support. As a full service technology brokerage firm, Softlyze is not the provider of any support oriented services on behalf of a given vendor. However, in the event of complication with any established vendor for which Softlyze has brokered a transaction, and for any non-technical support required



including sales assistance, undo-pressure, communication issues, or pre/post purchase challenges), Softlyze will make efforts to aid the customer and help resolve or facilitate the necessary interaction to compel vendor into Customer's best interest. For any technical support requirements, Softlyze will not be held responsible for delivery or Customer interaction, but does want to know if the technical issues are impeding Client success in order to step in and ensure a multi-party awareness and expedited resolution.

Managed Portfolio Services. In an effort to minimize back and forth, or requests for licensing deadlines, Softlyze keeps detailed records of the transactions it has supported on behalf of Customer. Softlyze will work with the primary contact provided to notify them of any upcoming renewal obligations to determine if those are still relevant, and seek to provide a timely and advanced delivery. Furthermore, Customer may be asked, or can voluntarily agree to providing Softlyze an extended list of upcoming or required pricing options for its own records, in order to allow Softlyze to possess a larger view of the licensing portfolio it is responsible for supporting.

Repeated Opportunity. Softlyze strives to provide customers the best overall price on every bid submission it delivers. As such given the low operating margins Softlyze retains the repeatability of representation is both key and critical to ensuring long-term viability for the investments Softlyze makes as part of representing Customer. Customer understands and agrees to give Softlyze routine opportunities to broker/bid on a variety of licensing needs in a good-faith effort to reciprocate support for Softlyze, where Softlyze has invested in Customer.

Early-Cycle Protection. At times Customer may need advanced 'ball-park' or actual pricing for any upcoming items. In the event that pre-emptive or exploratory pricing is required, Softlyze will work to in general render back placeholder costs for Customers budgetary discretion. Should Softlyze acting as an agent of Customer provide this early pricing, Customer agrees to include Softlyze on the overall transaction being conducted, or the bid submission process at a later time. If pricing is acceptable, but early, Customer will decide if it desires to exercise an early purchase of the items bid, or in holding for a later date, Customer will specifically inform Softlyze of the intended purchase date and protect Softlyze by ensuring that it is involved in the purchase process at the preferred date of purchase.

Bidding Volume. At any given time Softlyze may have multiple proposals for specific bid interests in including a variety of licensing options. Customer understands that each and every modification requested may require multiple hours of effort made by Softlyze for produce changes or obtain alternate pricing. As such Customer agrees to only request changes that it deems appropriate for the sake a purchase intent, rather than purely exploratory. As or when multiple bids have been provided by Softlyze to Customer, Softlyze may be required more by the participating vendor for feedback on the purchase intentions. Limiting the bids can actually have a favorable effect on pricing altogether, thus Customer understands that as more cycles are consumed by Softlyze for a bid, more cycles are consumed by the distributor or vendor. In an effort to protect Customer from vendor pushback or dissent Softlyze may notify Customer if the volume of bids for a specific vendor is becoming more harmful than helpful.



Notice by Softlyze on behalf of Vendor. As a non-sales agent on behalf of Customer, Softlyze takes every measure to support the customers overall best interest as it has been conveyed by Customer, or financially in areas it may not otherwise be mindful of. As such many times vendors/sales personnel of vendors will have timelines for transactions with accelerators or incentives in place. Softlyze will leverage these wherever possible, however in such instances the vendors themselves may have accountability timelines or other cooperation standards expected in return. Where such instances occur, Softlyze may be responsible for connecting with the Customer at a non-ideal time to specifically discuss the opportunities and advantages of leveraging these custom exceptions, or specifically to address the impact of delayed purchase based on guidance provided by the vendor directly. In this capacity, Softlyze is not to be held responsible for needing to connect with the Customer, or for any otherwise unsatisfactory guidance it must provide based on the information it has been provided by the vendors directly.

Registered Partner Status with Vendor. In order to obtain the best overall pricing on behalf of Customer, in some instances, vendors require confirmation that the Customer is seeking more favorable pricing from Softlyze rather than any existing one-off or limited assistance resellers. As such, Customer authorizes Softlyze to advise the vendor that the existing partner is no longer preferred/ideal, and that Softlyze has been invoked to provide a bid as the primary partner for any registered opportunities in which an alternate party is already registered. This may require Customer confirmation (email/phone) to the specific vendor, of which Customer agrees to do so.

Communication Standards. Good communication is the foundation of any broker interaction. This communication serves to ensure that the Customer is best represented through the many transactions Softlyze brokers. Consequently, poor communication is harmful to the brokers interaction with a Customer, and has a detrimental effect on ensuring there is awareness, visibility, and status transparency between all parties. Customer understands that Softlyze brokers are not sales representatives. Their motive is to purely support the client, and showing excessive absenteeism, or non-follow-up on communication attempts hinders the intent of the brokering process altogether.

Special Thanks from the Entire Softlyze Team

We appreciate your business and value the chance to serve you and your company directly. Softlyze was founded on the core principals, Engage, Assist, Procure, Repeat. We strive for your success on every transaction, and as a culture we emphasize the importance of an enriched Customer Purchase Experience. As an unbiased agent, our success is tied to your success, and we seek to protect, serve, and support you wherever possible. Thank you, without your co-operation and respect, our passion for helping others wouldn't be possible. With Gratitude – Charles Bowen | Founder / CEO

For More Information or Any Questions Contact:
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