

Reseller Program Guide

The MetrixData 360 Reseller Program promotes mutual trust, respect, predictability and integrity in the pursuit of common goals. It has been designed to comprehend the MetrixData 360 values of transparency, collaboration, being customer focused and solution oriented.

Our mission:

We are an independent software consulting firm, based on customer-focused principles of transparency, collaboration, and tenacity.

We aim to protect our client's money, time, and resources regarding their software environment, allowing them to eliminate the unnecessary cost of their annual software spend without reducing its quality. We are calm under pressure and unwavering in defending our client's best interest in their software spending.

Metrix Data 360 demystifies software asset management through education and our unparalleled expertise with software publishers. We create peace of mind for our clients, acting as both a secret weapon and game changer in their quest for savings and optimization.

Participation Requirements

Reseller Status

Authorized

- The Reseller has an active contractual Reseller relationship with MetrixData 360
- Designate a Champion

Premiere

Participation criteria:

- Reseller to maintain a minimum of 4 active customers (measured annually)

And

- Greater than \$2 Million in Annual Revenue
- Maintains one sales certified individual at all times - Not yet available
- Maintains one technically certified individual at all times (can be the same person holding the sales certification) – Not yet available
- Designate a Champion

Reseller Roles and Responsibilities

- Market and sell MetrixData 360 to customers
- If “Reselling” the MetrixData 360 Offering to the Customer, pass along the MetrixData 360 Terms of Use and Privacy Policy to the customer.
- MetrixData 360’s SAM Compass Offering is made up of the following elements:
 - **Platform.** This involves inventory management, which includes the normalization and cataloguing of data and the collection and reporting of software contracts and proof of entitlements.
 - **Estimated License Position (ELP) Creation & Optimization**
 - **Negotiation Services**
 - **Audit Defense Services**
 - **SAM Process Development & Support**
 - **SAM Maturity Assessment & Consulting**
 - **Tools** Office 365 Usage, Azure Usage, SQL Licensing & Optimization, ILMT-As-A-Service, and Cloud Optimization and Resource Management
- Manage credit, collections and order management with customer
- Deliver Services such as SAM strategy, on-boarding, implementation a maintenance to Customer or resell MetrixData 360’s full Offering and Professional Services to the customer
- Carry out regular reviews with customers to ensure quality and customer satisfaction. Reviews should include a review of the metrics against the goal.
- Provide first level support to customers, if required. (Managed Services Partners)
- Where indicated by the Statement of Work, deliver managed services to the customer or teach the customer how to use the MetrixData 360 Software or Third Party Software that forms part of MetrixData 360’s Offering.

Summary of Benefits

- Upfront discounts based on either 1) Per Device/Node subscription pricing, or 2) Or Fee Based pricing as detailed in the applicable Statement of Work.
 - o Both are impacted by the Device/Node Count Tier or total revenue that has been achieved by Reseller.
- **Deal Registration** discounts
- Access to email support from a MetrixData 360 Customer Support Manager. Phone contact with a Customer Support Manager for escalations and critical matters.
- Lead generation materials
- Sales Collateral

Premiere

- Leads – if available and at the discretion of MetrixData 360
- Incremental Discount for achieving “Premiere” Reseller Status

Additional Details

Active customers & Revenue– Premiere Reseller

Resellers must maintain the minimum # active customer requirements and total revenue for a 12 month period in order to maintain Premiere status. After the first year of achieving Premiere status, the # of active customers and revenue will be measured annually every October 1st.

Sales & Technical Certifications – Premiere Reseller

Once available: Sales and technical certifications will be measured semi-annually every October 1st and April 1st. In the event that a certified person leaves the reselling company, the reseller has one month to replace the certification. The same person is permitted to hold both sales and technical certifications. Only MetrixData 360 technically certified individuals may deliver Professional Services in support of the MetrixData 360 offering.

Reseller Champion

The Reseller will designate a Champion to act as the focal point for communications, training, administration, program support, portal access, escalations, and so on. The designated Champion is the primary contact for questions from the Reseller’s company into MetrixData 360. It is recommended that they attend all meetings between MetrixData 360 and others in their organization so that they can develop a high level of expertise.

Regular Reviews with Customers

Resellers to have regular reviews with Customers and determine level of satisfaction and achievement based on the deliverables associated with phase of the SAM Process below:

Kick-Off and Planning	Scoping	Data Collection	Data Validation	License Models	Negotiations with Software Publishers
<ul style="list-style-type: none"> Participate in Kick-off Meeting Review methodology and approach Review time-line and milestones 	<ul style="list-style-type: none"> Gather details of Clients IT environment Review scope of the engagement Identify appropriate IT contacts Determine methods to collect required deployment data 	<ul style="list-style-type: none"> Address any data collection questions Conduct detailed interviews Collect and analyze software and appropriate hardware data Collect Vendor in scope contract and entitlement details 	<ul style="list-style-type: none"> Review ELP findings and identify any data issues Assess completeness of inventory data Review licensing documentation as needed Review deployment documentation 	<ul style="list-style-type: none"> Develop purchasing scenarios Utilize deployment data and utilization statics to develop best license option for Client Understand Vendor's proposal and position 	<ul style="list-style-type: none"> Negotiate final contract with software Vendor Set up regular cadence with appropriate account team
Client Deliverable					
<ul style="list-style-type: none"> Identify key contacts Schedule status meetings/First round of calls 	<ul style="list-style-type: none"> Complete technical questionnaire 	<ul style="list-style-type: none"> Provide Inventory Tool outputs Provide contracts and entitlement details 	<ul style="list-style-type: none"> Validation of findings Review data for completeness and accuracy 	<ul style="list-style-type: none"> Review models and determine best scenarios to negotiate on with Software Vendor Identify needs 	<ul style="list-style-type: none"> Negotiate best deal with vendor in scope
MetrixData 360					
<ul style="list-style-type: none"> Technical Questionnaire 	<ul style="list-style-type: none"> Instructions on how to collect data Tools to supplement missing inventory (if required) 	<ul style="list-style-type: none"> Analysis of data outputs 	<ul style="list-style-type: none"> Creation of ELP and associated workbooks 	<ul style="list-style-type: none"> Develop license models License training Contract review 	<ul style="list-style-type: none"> Negotiation support for best deal with vendor in scope

Reseller Discounts

SAM Compass Platform (SCP)	Device/Node Count Tiers-Mandatory			
Microsoft/Wintel	500*	10,000	25,000	50,000+
IBM, ILMT-As-A-Service	1-100	101-500	501-1,000	1,000+
IBM, Mainframe License Mgmt (LPARS)	1	2	3	4+
	10%	12.5%	15%	20%
Add the Following Offerings:		Discount Off List Price		
Estimated License Positions (ELP)	10%	12.5%	15%	20%
Contract Negotiation (CN)	10%	12.5%	15%	20%
Audit Defense Services (ADS)	10%	12.5%	15%	20%
SAM Process (SP)	10%	12.5%	15%	20%

Additional Discount	All Tiers
Deal Registration	5%
Premiere Status	5%
Three Year Deal- SCP	5%
Three Year Deal- SCP +ELP +/-or Other	7%
Three Year Deal- Paid Up Front**	3%

*-minimum device count quoted

** -Add to 3 year deal, if paid up front

The following Discounts are additive to the SAM Compass Platform (SCP) listed above.

- Deal Registration
- “Premiere” Reseller Discount
- Three Year deal for SCP
- Three Year deal for SCP+ELP+/-or Other
- Add additional Discount to the Three-Year Deal options if paid up front

Note: Details regarding the specific Offerings will be provided in the Statement of Work for each of the Reseller’s Customer opportunities.



Active Customer Device/ Node Count Tiers & Revenue

Discounts are based on the device / node count and / or revenue for active MetrixData 360 customers who a given Reseller has sold the Offering (or components thereof) to.

If the number of active devices decreases below one of the established tiers while there is a current quote in play, MetrixData 360 will honour the discount captured in the formal quote. If the number of accounts increases while there is a current quote in play and in doing so, push the Reseller to the next discounting tier, MetrixData 360 will apply the earned discount level to the order, at the time of order entry. Note that discounts are not applied retroactively to existing business once a higher tier has been achieved.

The Reseller is not permitted to cancel and rebook an order for the purpose of applying a lower discount. Discounts cannot be applied retroactively to a customer opportunity.

Discounts may fluctuate from quote to quote if the total number of devices fluctuate - the Reseller is responsible to manage the risk associated with this.

If Reseller retains MetrixData 360's Offering for its own internal use, the Reseller's devices are included in the count for purposes of establishing discounts.

Deal Registration Discounts

[Deal Registration](#) was designed to reward Resellers for creating demand for the MetrixData 360 Offering as well as to provide predictability in a sales engagement. We recognize that Software Asset Management opportunities require higher investments and can have longer sales cycles. If a Reseller has created demand for MetrixData 360, we want to reward them for their efforts.

A Reseller with an approved **Registration** will receive an additional upfront discount. The discount will be applied to the MetrixData 360 order form and is stackable with the Reseller device count tier discounts as well as "Premiere" status discounts.

Process:

1. Reseller completes and submits the [Deal Registration](#) form for validated opportunities. A validated opportunity is one where you have made at least one sales call and have an understanding of the customer's budget, authority, need and timeframe.

2. MetrixData 360:
 - o Reviews value-added activities
 - o Validates that the opportunity is not already being pursued directly or through another MetrixData 360 Reseller
 - o MetrixData 360 approves (or declines) the [Deal Registration](#) & provides a Deal Registration confirmation # to the Reseller.
3. Reseller has 6 months to close the deal to qualify for the additional discount. If at the end of the 6 months, the deal hasn't closed, the Reseller may submit another deal registration to MetrixData 360 for consideration.

What Does it Mean to Have an Approved Deal Registration?

- It means that MetrixData 360 will not directly pursue the customer for that particular project/opportunity
- Other MetrixData 360 Resellers who try to register an opportunity will be notified that their registration has been declined. This means that the other Resellers will not receive the deal registration benefit, but it does not prevent them from bidding on the deal.
- It means that no other MetrixData 360 Reseller (to the best of our knowledge) is currently pursuing the opportunity.
- It means that the Reseller will receive the deal registration benefit if the opportunity is approved within the documented timeline.

Customer does not want to work with Reseller

If, for an approved deal, the customer chooses not to engage the Reseller (with the approved Deal Registration), and another Reseller is claiming to have delivered value, MetrixData 360 reserves the right to request from the Reseller holding the deal registration, current communication with the customer that clearly demonstrates their sales activity and involvement in the opportunity within the last 30-60 days. If the Reseller is not able to produce evidence that they have been involved with the customer, MetrixData 360 reserves the right to withdraw the Deal Registration.

If the customer sends MetrixData 360 written notification that they will not consider the Reseller's bid/quote for an opportunity, MetrixData 360 reserves the right to withdraw the Deal Registration.

If the Reseller holding the deal registration does not win the deal, MetrixData 360 reserves the right to determine if that Reseller will be paid the deal registration margin. MetrixData 360 will require the reseller to produce evidence that they generated the opportunity and had been involved in driving the sales cycle.

Lead Generation

Collateral

Partners have access to a share drive that contains presentations and proposal templates, one-pagers, etc. to aid in lead generation.

MetrixData 360 Logo

Reseller may use MetrixData 360's corporate name, technology names and trademarks in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to MetrixData 360 and its technology and services. Reseller is permitted to use the MetrixData 360 logo on co-marketing collateral, with written approval from MetrixData 360.

Leads from MetrixData 360

Periodically, a prospective MetrixData 360 customer may request a referral to a MetrixData 360 Reseller who can assist them with their SAM needs: strategy, managed services etc. Leads will be provided to Premiere Resellers, if leads should arise and at the discretion of MetrixData 360. You should be willing to take on what may be a smaller customer.

Leads passed to a Reseller that originated from a Referral Partner

If a lead, passed from MetrixData 360 to a Reseller, originated from a Referral partner, MetrixData 360 will reduce the level of discount to the Reseller by 10%. The acquisition of the new customer will, however, count towards the Reseller's total number of "active" customers and revenue thresholds (relevant to achieving or maintaining Premiere status) as well as the customer device count tier achieved.

Service Level Agreement (SLA)

MetrixData 360 Inc. provides a proprietary platform of tools and process, including any upgrades, new releases, new features or related products released by MetrixData 360, referred to as "Software". The Software is used to perform SAM Services. MetrixData 360 is able to support these with the following Service Level Agreement ("SLA"). Terms not defined in this SLA have the definitions set out in the Statement of Work. MetrixData 360 Inc reserves the right to modify this SLA from time to time as we see fit. Should any changes be made to this SLA, notification shall be sent by email or by notice in our Partner or Customer portals. The notification will set out the effective date of any changes.

1. Software and Availability Tool

MetrixData 360 Inc will provide service availability of 90.00% (“Service Availability”), calculated on a calendar month basis. The Service Availability will be calculated as follows: Total number of minutes Service is available in a calendar month DIVIDED BY Total number of minutes in a calendar month LESS Planned Downtime

2. How to Receive Credits

Customer will receive a credit equal to the % below the Service Availability of that months fee to the Customer (for Example if Service Availability is 89% customer will receive 1% of monthly fees (90% - 89%) for such month (“SLA Credits”). In order to receive SLA Credits, Customer must make a request in writing to MetrixData 360 Inc. via Support or to Customer’s account manager (if applicable) within 30 days of the event giving rise to such SLA Credits. SLA Credits are based on our monitoring, may not exceed the total amount of recurring fees Customer has paid to us for the month in which we failed to meet the Service Availability, are forfeited at the expiration or termination of the Agreement, may not be aggregated, and will not be paid in cash.

3. Planned Downtime

“Planned Downtime” means:

- a. scheduled outages or Force Majeure events;
- b.
- c. emergency maintenance (e.g. in order to apply a patch to address a security vulnerability); and
- d. maintenance that is performed during the below schedule.

Service Maintenance Times

Monday – Sunday: 6:00 pm – 4:00 am (Eastern Time – Toronto)

Terms and Conditions

These terms and conditions are in addition to:

- The details captured above
- The Reseller Program Terms and Conditions
- If a MetrixData 360 Reseller is, with MetrixData 360's prior written approval, engaged in any advertising, marketing, or promotional activities that reference or implicate MetrixData 360, its name, logo, or services in any manner, the advertising, marketing, or promotional materials must comply with all laws, rules, and regulations, and must be truthful and accurate. All MetrixData 360 Resellers' advertising must clearly disclose the material terms and limitations of advertised offers. MetrixData 360 Resellers may not misrepresent products, services, and prices, or make unfair, misleading, inaccurate, or false claims about, or comparisons with, competitor offerings.
- In cases where the Reseller is accessing the MetrixData 360 Offering on behalf of the customer, Reseller may not specifically brand the MetrixData 360 solution as their own but may offer to deploy SAM to their customers using the MetrixData 360 platform without making reference to the Offering behind the deployment.
- Reseller must not remove any copyright, trademark or patent notices from any of the Offering elements, including online documentation without written consent from MetrixData 360.
- Reseller is an independent contractor and cannot represent themselves as MetrixData 360.
- MetrixData 360 reserves the right to modify, amend, cancel, or suspend the Reseller Program at any time in its sole discretion.
- When MetrixData 360 delivers Professional Services and other elements of the Offering to the customer, the Reseller is expected to ensure that the customer provides sufficiently qualified personnel who are capable of completing customer's duties and tasks as outlined in the MetrixData 360 Reseller Statement of Work to support the Professional Services and Offering objective. Reseller acknowledges that any delay in the performance of its obligations will have an effect on MetrixData 360's performance and may impact the timing of the deliverables.
- If the customer will be accessing the MetrixData 360 Offering, the Reseller agrees to pass along the MetrixData 360 Terms of Service contractually to the customer.

For Greater detail into Terms of Use and Privacy Policy for "Software", please consult the following pages:

- [Terms of Use](#)
- [Privacy Policy](#)