

Instant Business Intelligence

Reseller

Terms and Conditions

Version 3.1
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Instant Business Intelligence
info@instantBI.com

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1. CHANGE CONTROL LOG

#	Date	Name	Description
3.1	1/1/2012	IBI Support	Updated version for relaunch of IBI.

2. AUDIENCE

The intended audiences for the Instant Business Intelligence Resellers Terms and Conditions are:

- Clients of Instant Business Intelligence.
- Software Development Companies using Instant Business Intelligence products within their product suite.
- Business Intelligence Consulting Companies who use Instant Business Intelligence products to deliver Business Intelligence Consulting services to their clients.

3. INTRODUCTION

The purpose of these Terms and Conditions is to make it as clear as possible to our valued clients and partners what exactly the process and requirements are for claiming compensation for a colleague/client deciding to invest in Instant Business Intelligence Products. The terms and conditions are intended to:

1. Avoid confusion or possible 'double claiming' for any new client of Instant Business Intelligence products.
2. Make it as easy as possible for our current clients to claim compensation.

4. TERMS AND CONDITIONS

4.1. Clients

The terms and conditions for clients of Instant Business Intelligence reselling products are as follows:

1. To be eligible as a reseller for any particular product the client must be a licensed client of the product and be on a current maintenance contract.

As more products are released each client will continue to only be eligible to re-sell products they own. This restriction is in place so that clients will only be re-selling products that they have experience with. We believe this is essential in terms of the prospective client considering the product knows that the client uses the software and is satisfied with it.

We are strongly against any client selling an Instant Business Intelligence product that they do not use or are not satisfied with. And we want our prospective clients to know this.

2. Prior to re-selling any products the client must register as a reseller by sending an email to reseller@instantBI.com requesting to be registered as a re-seller. Compensation will not be paid if no registration has taken place. Registration cannot be retrospective. A client will only be considered a 'reseller' of a product from the point in time that the reseller relationship is confirmed to the client by an email from reseller@instantBI.com.
3. When the client recommends an Instant Business Intelligence product to a colleague and the colleague suggests they will evaluate the product the client must register the prospective client by sending an email to reseller@instantBI.com. The current client will be told if the colleague is already registered as a prospect to another current client or has been registered as a 'direct client'.

Compensation will not be paid if the prospective client contacts Instant Business Intelligence in writing **before** and **independently** of the current client registering the prospective client.

4. In the registration email we ask that the client include the prospective client's name, company and email address. This is to make sure that no two clients are accidentally re-selling the same product to the same company. We agree will not contact any person registered to us as a prospective client without first informing our existing client in writing. (After all it is possible we already know the person a client registers as a prospect.)

In the event that two clients happen to register the same 'prospective client' the registration will be confirmed to the client who sent the first registration email. No argument will be entered into. The timestamp on the registration emails will decide the issue.

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5. The registration of a prospective client is effective for 3 calendar months from the date of registration. This means that if the client's prospective client does not purchase the product within three calendar months the client must re-register the prospective client at the end of the three months.

If the prospective client does not purchase the product within 6 months the client will not be able to re-register the prospective client. We believe 6 months is more than enough time for a prospective client to evaluate any of our products and to make a decision.

This condition is included to discourage clients from registering a large number of colleagues who may not have any interest in buying any of our products. So, please, we prefer clients to register colleagues where they have a qualified need/interest for our products.

6. Clients who resell a product cannot resell the product directly themselves. The license agreement will remain between Instant Business Intelligence and the final End Client of the product. All payments will be directed through Instant Business Intelligence.
7. Should a prospective client decide to license a product the product is offered to the prospective client at the then current list price. This is the amount that appears on the invoice.

The current client informs Instant Business Intelligence in writing how the compensation is to be paid. The compensation may be:

1. Given to the prospective client as a discount line on the invoice.
2. Paid to a company account of the existing client.
3. Credited against future purchases of any other product/service offered by Instant Business Intelligence to the existing client.

Notes:

1. Compensation will be paid to a company bank account nominated by the client. Compensation will not be paid to a personal account under any circumstance.
2. Due to exchange rate fluctuations and bank fees the compensation paid to an existing client may increase or decrease from the amount originally paid by the client for the product.

Compensation paid to clients will be based on the Euro currency and the exchange rate offered on the day by the Allied Irish Bank. It will be 50% of the fee received from the new client at the Allied Irish Bank account of Instant Business Intelligence. Compensation is paid only after monies have been received from the new client.

Experience has shown that the usual exchange rate difference is between 5-10% of the original amount paid for a product. This is because there are two exchanges of money and two sets of bank fees.

3. The 50% compensation fee does not include amounts for taxes.
4. The 50% compensation fee does not include amounts for maintenance fees. Only the initial license fee is subject of the 50% compensation.

4.2. Software Development Companies

The terms and conditions for Software Development Companies reselling Instant Business Intelligence products are as follows:

1. To be eligible as a reseller for any particular product the Software Development Company must be a licensed user of the product and be on a current maintenance contract.

As more products are released each Software Development Company will continue to only be eligible to re-sell products they own. This restriction is in place so that Software Development Companies will only be re-selling products that they have experience with.

We are strongly against any Software Development Company selling an Instant Business Intelligence product that they do not use or are not satisfied with. And we want our prospective clients to know this.

2. Prior to re-selling any products the Software Development Company must register as a reseller by sending an email to reseller@instantBI.com requesting to be registered as a re-seller. Compensation will not be paid if no registration has taken place. Registration cannot be retrospective. A Software Development Company will only be considered a 'reseller' of a product from the point in time that the reseller relationship is confirmed to the client by an email from reseller@instantBI.com.
3. When the Software Development Company sells an Instant Business Intelligence product to one of their clients the sale must document the sale by sending an email to reseller@instantBI.com. An appropriate invoice will then be generated by Instant Business Intelligence to the Software Development Company.

Importantly, no registration process is required for each individual sale for Software Development Companies.

4. Software Development Companies who resell a product are encouraged to resell the product directly themselves. The license agreement will then be between the Software Development Company and the final End Client of the products. All payments will be directed from the End Client to the Software Development Company and the Software Development Company will then pay 50% of the license fee through to Instant Business Intelligence.

If, for any reason, the Software Development Company would like Instant Business Intelligence to invoice the end customer directly the sale becomes the same process as the 'Client' sale.

Notes:

1. The Software Development Company can choose to provide maintenance support for Instant Business Intelligence products to their clients. In which case the Annual Maintenance is also subject to a 50% compensation fee.
2. Compensation will be paid to a bank account nominated by the Software Development Company. Compensation will not be paid to a personal account under any circumstance.
3. The 50% compensation fee does not include amounts for taxes.

4.3. Business Intelligence Consulting Companies

The terms and conditions for Business Intelligence Consulting Companies reselling Instant Business Intelligence products are as follows:

1. Prior to re-selling any products the Business Intelligence Consulting Companies must register as a reseller by sending an email to reseller@instantBI.com requesting to be registered as a re-seller. Business Intelligence Consulting Companies are a special case and they are the only companies who can choose to be a reseller without the need to be a licensed client of the product they intend to resell.

To be eligible as a reseller for any particular product the Business Intelligence Consulting Company must demonstrate proficiency in the user of the product to the satisfaction of Instant Business Intelligence. This may take the form of training on the products or using the products at clients prior to becoming a reseller of the products.

Approving a Business Intelligence Consulting Company as a reseller of Instant Business Intelligence is solely at the discretion of Instant Business Intelligence. Compensation will not be paid if no registration has taken place. Registration cannot be retrospective. A Business Intelligence Consulting Company will only be considered a 'reseller' of a product from the point in time that the reseller relationship is confirmed to the client by an email from reseller@instantBI.com.

2. When the Business Intelligence Consulting Company recommends an Instant Business Intelligence product to a colleague/client and the colleague suggests they will evaluate the product the Business Intelligence Consulting Company must register the prospective client by sending an email to reseller@instantBI.com. The Business Intelligence Consulting Company will be told if the colleague/client is already registered as a prospect to another current client/Business Intelligence Consulting Company or has been registered as a 'direct client'.

Compensation will not be paid if the prospective client contacts Instant Business Intelligence in writing **before** and **independently** of the Business Intelligence Consulting Company registering the prospective client.

3. In the registration email we ask that the Business Intelligence Consulting Company include the prospective client's name, company and email address. This is to make sure that no two clients/Business Intelligence Consulting Company are accidentally re-selling the same product to the same company. We agree will not contact any person registered to us as a prospective client without first informing the Business Intelligence Consulting Company in writing. (After all it is possible we already know the person a Business Intelligence Consulting Company registers as a prospect.)

In the event that two clients/Business Intelligence Consulting Companies happen to register the same 'prospective client' the registration will be confirmed to the client/Business Intelligence Consulting Company who sent the first registration email. No argument will be entered into. The timestamp on the registration emails will decide the issue.

4. The registration of a prospective client is effective for 3 calendar months from the date of registration. This means that if the Business Intelligence Consulting Company's prospective client does not purchase the product within three calendar months the Business Intelligence Consulting Company must re-register the prospective client at the end of the three months.

If the prospective client does not purchase the product within 6 months the Business Intelligence Consulting Company will not be able to re-register the prospective client. We believe 6 months is more than enough time for a prospective client to evaluate any of our products and to make a decision.

This condition is included to discourage Business Intelligence Consulting Companies from registering a large number of colleagues who may not have any interest in buying any of our products. So, please, we prefer Business Intelligence Consulting Companies to register colleagues where they have a qualified need/interest for our products.

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5. Business Intelligence Consulting Company have a choice as to whether they:
 1. Sell the Instant Business Intelligence product directly
In which case the license agreements will be between the End Client → Business Intelligence Consulting Company → Instant Business Intelligence.
 2. Have their client purchase the product through Instant Business Intelligence.
In which case the license agreement will be the normal End Client and Instant Business Intelligence.
 6. Should a prospective client decide to license a product, the product is offered to the prospective client at the then current list price. Resellers are not entitled to discount Instant Business Intelligence products. The list price is the amount that appears on the invoice to the new client.

If the license is to be directly between the End Client and Instant Business Intelligence the Business Intelligence the Consulting Company informs Instant Business Intelligence in writing how the compensation is to be paid. The compensation may be:

1. Given to the prospective client as a discount line on the invoice.
2. Paid to a company account of the Business Intelligence Consulting Company.
3. Credited against future purchases of any other product/service offered by Instant Business Intelligence to the Business Intelligence Consulting Company.

Notes:

1. License Fees will be paid to the Instant Business Intelligence bank account with Allied Irish Bank in Ireland for 50% of the End Client license fee.
2. Compensation will be paid to a bank account nominated by the Business Intelligence Consulting Company. Compensation will not be paid to a personal account under any circumstance.
3. The 50% compensation fee does not include amounts for taxes.
4. The 50% compensation fee does not included amounts for maintenance fees. Only the initial license fee is subject of the 50% compensation.