



QuinStreet ●●● 10400 Linn Station Road, Suite 100 ●●● Louisville, KY 40223

# Sample Business Intelligence Contract

Version 1.0  
Published  
April 16, 2013

Provided  
By  
[Wiley](#)



QuinStreet ●●● 10400 Linn Station Road, Suite 100 ●●● Louisville, KY 40223

## Terms and Conditions

Thank you for participating in IT Business Edge's IT Downloads. IT Downloads provides IT managers and other professionals with high-quality, useful information, documents, tools, and templates (collectively "Works" and individually a "Work") to support your business' success (collectively ITBusinessEdge.com and IT Downloads shall be referred to as the "Service"). By using the Service, you agree to the following terms and conditions of use and any changes or modifications made and published online from time to time without notice to you.

All published and downloadable Works, including those in the White Papers, IT Downloads and other sections of the Service, are exclusively for the personal or professional use of the individual or company that downloads the Works. No part of any Work on ITBusinessEdge.com may be reproduced, distributed, or resold in any form, by any means, without the express permission of the copyright holder.

Works of any type submitted to ITBusinessEdge.com must be submitted by the copyright holder or a designated representative of the copyright holder. By submitting a Work to ITBusinessEdge.com, you represent and warrant that you hold the copyright to the Work or have the express permission of the copyright holder to submit the Work.

By submitting a Work, you further agree to indemnify, defend, and hold harmless IT Business Edge and its subsidiaries and affiliates and their respective directors, officers, shareholders, employees, agents, clients and contractors from and against any loss, claim, demand, cost and expense (including reasonable legal fees) asserted by any third party due or arising from or in connection with the submitted Work. IT Business Edge reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

All persons who submit Works to ITBusinessEdge.com grant to IT Business Edge an irrevocable, perpetual, world-wide, royalty-free, and non-exclusive license to redistribute those Works through ITBusinessEdge.com and other interactive channels. Any user who creates a derivative Work based on a Work on ITBusinessEdge.com hereby assigns the copyright to the derivative Work to the original copyright holder.

Documents or materials created explicitly for direct marketing campaigns should not be submitted to ITBusinessEdge.com for possible inclusion in the IT Downloads library.

Any Work known to be violating this policy will be removed immediately. Users that knowingly submit Works for which they do not own the copyright are subject to removal from ITBusinessEdge.com.



QuinStreet ●●● 10400 Linn Station Road, Suite 100 ●●● Louisville, KY 40223

It is IT Business Edge's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law, including but not limited to the Digital Millennium Copyright Act. You can review our complete [Copyright Infringement Policy here](#). If your copyright is infringed: If you believe that material posted on the Service violates your copyright, or provides references or links to any other Web sites which contain allegedly infringing materials, please immediately provide IT Business Edge's Copyright Agent (see [name and address here](#)) with a written statement ("Notification of Copyright Infringement") which contains all of the information [stated here](#).

IT Business Edge reserves the right to evaluate complaints of abusive behavior, including profanity and threatening language, in all of our interactive user experiences, including ITBusinessEdge.com. Any content determined to be abusive may be removed, and users found to be engaged in abusive conduct may have their subscription to IT Business Edge, including but not limited to access to the ITBusinessEdge.com Web site, revoked.

**DISCLAIMER OF WARRANTIES.** IT Business Edge will use its best efforts to moderate all submitted Works for quality and technical veracity before they are published for use by ITBusinessEdge.com membership. Nevertheless, ITBusinessEdge.com AND ASSOCIATED CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. IT BUSINESS EDGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATIONS OF RIGHTS.

**YOU UNDERSTAND AND AGREE THAT ANY OF THE MATERIAL AND/OR OTHER DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF SUCH MATERIAL OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IT BUSINESS EDGE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.**

**LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL IT BUSINESS EDGE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF IT BUSINESS EDGE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO DELETION OR LOSS OF CONTENT, DEFECTS OR DELAYS IN TRANSMISSION, OR ANY FAILURE OF A SERVER, OR THE INTERNET), (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM THE COST OF ANY GOODS,

DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR, (V) ANY OTHER MATTER RELATING TO THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, THE MATERIALS AVAILABLE ON OR THROUGH THE SERVICE, OR WITH ANY OF THE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Again, thanks for becoming an IT Business Edge member and contributing to IT Downloads.

Copyright © 2003-2012 IT Business Edge. All rights reserved.

<http://www.itbusinessedge.com>