

Act! Certified Consultant Policies

Policy Library / Consultant Service Plan

Program Summary

The Act! Certified Consultant (also referred to as: “ACC”) program is maintained by Swiftpage in order to improve and enrich the experience of Swiftpage partners and end users.

Swiftpage trains and certifies consultants by the terms outlined in this document. Consultants must continually maintain compliance with these terms in order to continue to receive the broad set of benefits that Swiftpage has to offer. Swiftpage has established six tiers of certification which determine the depth and extent of the benefits each consultant will receive.

Program Benefits

Sales Support

Benefit	What this means to you	Certified Consultant	Bronze	Silver	Gold	Platinum	Diamond
Designated Business Partner Manager (BPM)	Support provided by assigned BPM to assist with strategic sales and marketing related inquiries, to assist partners in achieving their Business Plan goals, and to work together to increase revenue.	✓	✓	✓	✓	✓	✓
Access to Account Executive sales desks	Support provided for all sales-related inquiries, such as pricing and M&S contracts.	✓	✓	✓	✓	✓	✓

Pre-Sales Assistance	Access to Sales Team for assistance with remote demos for on-boarding partners and subsequently available at the discretion of Head of Sales	✓	✓	✓	✓	✓	✓
Product Training	Priority training via webinar on new releases and updates	✓	✓	✓	✓	✓	✓
Incentives & Contests	Partners will be invited to participate in sales incentives & contests	✓	✓	✓	✓	✓	✓
BPAC Membership	Partners may be invited to participate in the Business Partner Advisory Council where we meet regularly with the senior leadership team to discuss strategy, sales, marketing, product and service.	✓	✓	✓	✓	✓	✓
Partner Rankings	Swiftpage will distribute a quarterly announcement of the top partners	✓	✓	✓	✓	✓	✓

Quarterly Business Reviews	BPMs will work with ACC partner to develop business goals and measure success against key performance indicators			✓	✓	✓	✓
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Technical Support

Benefit	What this means to you	Certified Consultant	Bronze	Silver	Gold	Platinum	Diamond
Priority Technical Support	ACC's will have access to a Priority Technical Support group via chat and phone.	✓	✓	✓	✓	✓	✓
BETA Program Participation	May receive priority invites to participate in all BETA programs	✓	✓	✓	✓	✓	✓
Sales Portal Access	Via Partner Portal. The partner will have access to downloads, knowledgebase articles, reports, white papers and other support tools	✓	✓	✓	✓	✓	✓
Online Community Access	Access to Act! Online Community for hints, tips, issues, feedback and comments	✓	✓	✓	✓	✓	✓

Marketing Support

Benefit	What this means to you	Certified Consultant	Bronze	Silver	Gold	Platinum	Diamond
Act!-Sponsored Campaigns	Opportunity to participate in marketing campaigns, incentives, and promotions.	✓	✓	✓	✓	✓	✓
Marketing Portal Access	Via Partner Portal. Access to sales and marketing tools, collateral and other materials via partner portal	✓	✓	✓	✓	✓	✓
Product Training	Priority training via webinar on new releases and updates	✓	✓	✓	✓	✓	✓
Web listing	Partner contact details will be listed as ACC on Swiftpage websites	✓	✓	✓	✓	✓	✓
Use of ACC Logo	Exclusive use of the Act! Certified Consultant logo for your website, business cards, and marketing collateral (each tier has its own logo)	✓	✓	✓	✓	✓	✓
Partner Conference Invitations	Invitation to attend Swiftpage partner conferences when held (additional fees may apply)	✓	✓	✓	✓	✓	✓

Marketing Development Activities	Swiftpage will assist ACCs in select tiers with campaigns and events based upon a mutually established Quarterly Marketing Plan.				✓	✓	✓
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Program Requirements

Swiftpage Minimum Standards

In order to develop quality control and productivity standards for Act! Certified Consultants the following minimum requirements and standards are mandatory. It is time consuming and expensive for Swiftpage to support resellers that are not maintaining minimum quality standards.

Minimum Standards:

1. Comply with the training and recertification requirements and Swiftpage deadlines for each of the products for which you are certified.
2. Maintain a professional relationship, as determined in Swiftpage's reasonable discretion, with End Users, other Certified Consultants, third party vendors of Swiftpage, and Swiftpage employees in an effort to minimize any complaints regarding conduct and/or quality of service of Certified Consultant by an End User, other Certified Consultant, third-party vendor or partner, or Swiftpage employee.
3. Satisfy any minimum annual revenue requirement set by Swiftpage in the Program Tier Qualification section of this Agreement.
4. Sell ONLY Swiftpage products to sales leads provided to the Consultant by Swiftpage and Swiftpage's employees.
5. Maintain up to date personal contact information, including but not limited to, address, phone number and e-mail address.
6. A Certified Consultant's listing on ACT.com and the APT site must be associated with an active and certified Swiftpage consultant. If Swiftpage learns that a listing is not associated with an active, certified consultant, the ACC will be removed from the program and the annual partner fee will be forfeited.

Qualification & Certification

In order to qualify for the ACC program, consultants and their companies must meet the above minimum standards, pay the fees outlined in the Program Fees section, and maintain current certification on at least one Swiftpage product.

Your Path to Certification – Act! V16 & 16.1

1. [Act! Certified Consultant Introduction](#)

This free prerequisite course helps assess how well your skills meet class expectations for the Act!

Certified Consultant course. Watch a series of pre-recorded videos that introduce you to the Act! installation environment and tour end user functionality. It's important that you understand basic end user concepts so that you can better support your users. Plan to spend 2 hours to complete this introduction course.

2. [Act! Certified Consultant – Virtual Classroom](#)

This course covers the fundamentals of navigating, using, and administering Act! Pro and Act! Premium. You will also learn how to install, configure, and support Act! Premium (access via web) and Internet (http) sync. This course is designed for individuals that have some experience using Act!, but not necessarily experience with advanced features of the product or administering it. Over the duration of the course, you will learn more about these topics by reading the course material, watching video instruction, and performing hands-on exercises.

Program Fees

	Certified Consultant	Bronze	Silver	Gold	Platinum	Diamond
Initiation Fee – New ACC Companies	<i>N/A: New ACCs will start at Bronze tier for their first calendar year of certification.</i>	\$1200 plus applicable taxes for new ACC companies. Includes 1st year Annual Participation Fee.	These tiers not available to new ACC companies			
Initiation Fee – Existing ACC Companies	\$500 plus applicable taxes for new individuals of existing ACC companies. (Excludes conference and training fees)					
New Certification Training Fee	\$1000 plus applicable taxes for new individuals of existing and new ACC companies					
Annual Participation Fee	\$1,000 per individual plus applicable taxes.					

Program Tier Qualification

Tier Revenue Requirement

Tier	Annual Revenue Requirement
Certified Consultant	<\$10,000
Bronze	\$10,000
Silver	\$30,000
Gold	\$75,000
Platinum	\$125,000
Diamond	\$250,000

Revenue generated is measured by a legal entity's combined invoiced revenue of all Swiftpage / Act! Products and Services available through the ACC channel, and is based on net revenue to Swiftpage.

Tier Upgrades/Downgrades

Upgrades

Tiers will be adjusted upward in the month following new tier attainment. New tier attainment occurs when an ACC surpasses the annual threshold for a given tier.

Downgrades

ACC tier status for a given year is based on total revenue produced in the prior calendar year. Tiers will be reviewed every January. ACCs who failed to meet or exceed the threshold for their tier will be downgraded to the appropriate tier based on their revenue from the prior calendar year.

Maintaining Certification

Recertification

The consultant must maintain certification on current version to continue participation in program. The recertification process is managed by the Swiftpage training department.

Partner Conferences

While annual attendance is encouraged at Swiftpage Partner Conferences, at a minimum, one Consultant per ACC organization must attend one Swiftpage Partner Conference every two years.

Annual Fee

Annually, consultant shall pay the current Consultant Service Plan fee outlined in the program fees section of this library. A late fee is applicable for payments received after the due date. Non-payment will result in expiration of the consultant's certification if the fee is not paid in full within 30 days of service plan expiration date.

*Quarterly Business Review**

The Business Partner Manager and ACC will meet quarterly to review past quarter sales performance and develop/review the ACC sales and marketing plan for the coming quarter.

**Only guaranteed to Consultants in their first year of certification and to Silver, Gold, Platinum and Diamond tier Consultants.*

Records and Reports

Certified Consultant will maintain clear and complete records during the term of this Agreement and for a period of at least two (2) years following its termination showing the number and identity and contact information of End Users. Upon request, Certified Consultant will submit a report in the format specified by Swiftpage showing the information described in this section for the applicable reporting period.

Audit

Certified Consultant will permit Swiftpage to inspect the records pertaining to End Users to ensure compliance with Certified Consultant's obligations under this Agreement. Swiftpage will provide five (5) days prior written notice of the inspection and audit. The inspection and audit will be conducted during Certified Consultant's normal business hours and done in such a manner as not to interfere unreasonably with Certified Consultant's normal business operations. If the inspection and audit discloses an underpayment of Product Fees to Swiftpage then Certified Consultant will immediately remit the amount of the underpayment, together with interest calculated at the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. If the underpayment exceeds five percent (5%) of the amount due in any reporting period, then Certified Consultant will also reimburse Swiftpage for the costs of the audit.

Pricing

Pricing will be distributed in a regular and timely manner to all ACCs.

Product Margins by Tier

	Act! Pro	Act! Premium	Act! Hosted	Act! eMarketing	Swiftpage eMarketing
Certified Consultant	10%		20% for contract length	20% for account life	20% - 30% for account life*
Bronze	22%				
Silver	30%				
Gold	33%				
Diamond	35%				
Platinum	40%				

**Margins for Swiftpage eMarketing begin at 20% and increase to 30% after more than 5 accounts are active*

Minimum Advertised Pricing (MAP) – advertising and discounts on websites

ACCs are prohibited from advertising Act! products and services at a discount on their websites, with the exception of official Swiftpage promotions and offers.

ACCs may display the Swiftpage suggested list price ("List Price") for Act! products and services. ACCs can find List Prices on the monthly pricing sheet provided by the Act! Channel Team. If you don't know where to find List Prices for your product, please contact your Business Partner Manager. ACCs are allowed to negotiate and charge prices lower than List Price—they just cannot advertise those lower prices on the Internet. ACCs are also prohibited from indicating in writing that Swiftpage forbids displaying discounted pricing.

ACCs are restricted from using absolutes or superlatives when referencing any product pricing. This includes the use of language such as “the lowest price.” ACCs may not advertise “guaranteed lowest prices” on the Internet, websites, or in pay-per-click advertising or use similar phrases. The following phrases or similar such phrases are not permitted:

- Rock-bottom prices
- We will not be undersold
- Guaranteed lowest prices
- We won’t be beat on price

Similarly, ACCs may not include such phrases as part of their URL addresses. For example, www.CheapAct!.com or www.Act!forless.com is prohibited.

Official Swiftpage promotions

ACCs may advertise official Swiftpage promotions that are discounts on their websites, as long as they follow the same expiration dates of the official Swiftpage promotions. This means ACCs should remove any promotional messaging from their websites once the promotion expires. The most current promotions will be communicated by the Act! Channel Team and will be available upon request from partners@swiftpage.com.

Competitive Pricing

Customer must have a competing solution installed on their network and provide Act! with documentation as evidence to receive a 30% discount off SRP on all Premium or Pro products.

Defined Competitors

- FreeCRM
- GoldMine CRM
- Highrise
- InfusionSoft
- Insightly
- Maximizer CRM
- Microsoft Dynamics CRM
- NetSuite CRM
- Nimble
- OnContact
- Pipeliner
- Pivotal CRM

- Prophet
- RedTail (Cloud)
- Sage CRM Professional (Cloud)
- SageCRM
- Salesbase CRM
- Salesforce.com (SF.com)
- SalesNexus
- SugarCRM
- Vtiger CRM
- ZohoCRM

GEN (Government, Education, Non-Profit) Pricing

Customer must be a Government, Educational or Non-Profit Entity and provide Act! with documentation as evidence to receive a 20% discount off SRP on all Premium or Pro products.

Government Entity as defined as:

- The Government of any State.
- Any Political Subdivision of any State.
- Any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Documentation accepted (any of the following):

- CAGE, FSCM, NSCM Codes
- TIN or EIN
- Governmental Information Letter

Educational Institution is defined as:

- Accredited school providing full-time instruction. Administrative offices or boards of education of Educational Establishments
- Education-related membership organizations
- Individual named educational entities
- Educational consortia and systems

Non-profit as defined as:

- 501c3 documentation
- Certificate of incorporation or similar document if it clearly establishes the nonprofit status of the applicant

Marketing

Quarterly Marketing Plans

Select tiers, as shown in the Marketing Support table in Program Benefits, will be offered marketing assistance by Swiftpage according to mutually agreed-upon Quarterly Marketing Plans that will be a section of the Quarterly Business Review.

Branding

Branding Guidelines are published by the Swiftpage marketing department and the most recent set are available from the Swiftpage Marketing department or by contacting partners@swiftpage.com.

Leads

Reseller of Record

The reseller of record (ROR) label identifies the ACT! Certified Consultant who is responsible for the overall servicing of a customer ("the End Customer"). Where an ROR relationship is established, Swiftpage will issue commission credit to the ACC for qualifying commissionable ACT! Products or services that the End Customer purchases directly from Swiftpage. Commission credit will be calculated based on tier margin for the transaction value. (Example: Upon auto-renewal of a Business Care plan, commission credit will be processed to the ROR's account.) Commission debits will be issued in the same fashion upon End Customer returns. ACCs must be in good standing to receive commission credit or to establish new ROR relationships. Only one ACC will receive margin/commission on any sales order.

Swiftpage will create and maintain ROR relationships by one of the following methods:

- ACCs will be granted ROR status upon ordering a new Business Care plan for an account. The ROR relationship will be maintained so long as the customer remains current on Business Care and does not request an ROR change.
- ACCs will be granted ROR status upon ordering licenses for a new or existing account of that has a total of 5 licenses or more.

If the above automatic qualifications do not exist, Swiftpage ACT! Account Executives will have the ability to request an ACC as an ROR. This request will be reviewed by the Swiftpage ACT! Management team for approval.

Swiftpage has the authority to discontinue existing ROR relationships if there is no sales activity on a ROR account for a two year period.

How to Request a Change to the ROR

To request a change to their ROR, End Customers are required to submit the Swiftpage Reseller of Record Change Request Form, along with their company letterhead, signed by an officer of their company. After receiving the request, Swiftpage will notify the current ROR of the request and allow up to a seven (7) day grace period before changing the ROR. The Change Request Form will be sent directly from Swiftpage to the End Customer and only used to change, not establish, an ROR. Swiftpage will use its discretion in

connection with processing orders to ensure no interruptions to customer service levels, including but not limited to waiving the seven (7) day grace period.

Violation of Policy

Notwithstanding the foregoing, Swiftpage reserves the right to terminate an ROR relationship for any reason, including but not limited to an End Customer request or a violation of the Swiftpage ACT! Certified Consultant Agreement. Any attempt on the part of an ACT! Certified Consultant to circumvent this policy will result in the termination of its authorization as an ACT! Certified Consultant.

When Placing an Order:

The Swiftpage sales operations rep should not independently enter an order on behalf of the ACC. We only enter orders on behalf of Consultant when we receive the order from the ACC. There are 3 possible outcomes with orders to ROR accounts. The rep should be asking the customer before placing the order to determine:

1. Customer / ACC relationship is intact but the customer prefers to transact the order directly with Swiftpage (auto renew or other). Take the order direct and the ACC will get their Channel Partner Not Present (CPNP) commission.
2. Customer / ACC relationship is intact and the customer would prefer to buy from the ACC. Sales rep should partner with the ACC to get the deal closed and it will be booked as Order on Behalf.
3. The customer has severed their relationship with the ACC. ACC contacts Swiftpage to validate with the customer and have the ROR removed.

Orders

Orders. All orders placed by Certified Consultant will be subject to acceptance by Swiftpage at its sole discretion. For the purposes of this Agreement, the order date will be the date on which Swiftpage receives Certified Consultant's order.

Order Change or Cancellation. Certified Consultant may not cancel or reschedule a shipment of an accepted order provided to Swiftpage without obtaining Swiftpage's prior written approval. Swiftpage reserves the right to cancel any orders placed by Certified Consultant and accepted by Swiftpage as set forth above, or to refuse or delay shipment thereof, if Certified Consultant otherwise fails to comply with the terms and conditions of this Agreement. Swiftpage also reserves the right to discontinue the license or distribution of any or all Swiftpage Products at any time, and to cancel any orders for such discontinued Swiftpage Products without liability of any kind to Certified Consultant or to any other person. No such cancellation, refusal or delay will be deemed a termination (unless Swiftpage so advises Certified Consultant) or a breach of this Agreement by Swiftpage.

Conflict. Any terms and conditions of any orders which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order, notwithstanding any acknowledgment or acceptance of such order.

Taxes. The Product Fees do not include taxes of any kind. If any sales, use, duty, customs, withholding, property, value-added, VAT, or other similar, federal, state or local taxes (other than taxes based on Swiftpage's net income) are imposed in connection with the licensing of the Swiftpage Products, then such taxes will be billed to and paid by Certified Consultant.

Refunds

If, in accordance with Swiftpage's money back guarantee policy and under the terms of the End User License Agreement applicable to a particular Swiftpage Product, Swiftpage determines that a full refund is due to the End User, then Swiftpage shall issue a Return Manufacturers Authorization ("RMA") number to Certified Consultant, provided such Swiftpage Product was purchased by the Certified Consultant for the End User. Certified Consultant acknowledges and agrees that it shall be responsible for issuing such refund to the End User within thirty (30) days of receiving the RMA number. Upon receipt by Swiftpage of the returned product with the RMA number Swiftpage will issue a credit to the Certified Consultant via the same payment method that the Certified Consultant used to pay Swiftpage for the product in an amount equal to the actual amount paid by Certified Consultant to Swiftpage. Swiftpage reserves the right not to accept returns on certain products. Certified Consultant must honor Swiftpage's money back guarantee policy upon request from an End User. Certified Consultant shall not charge a "restocking fee" or any other return related charges for product returned to Certified Consultant during the money back guarantee period for that product.

Penalties

Failure to adhere to the policies outlined in this Policy Library may result in frozen orders, fines, or termination of consulting certification.