

# Fair Use Policy

## iplicit Software as a Service (SaaS) Fair Use Policy – Version 1.02 dated 31 Jul 23

iplicit provides multi-tenanted SaaS solutions and seeks to ensure and maintain an optimal user experience. iplicit is committed to an up-front, published, simple, transparent and no-nonsense subscription pricing model. We don't set out to tempt customers with low up-front pricing and then “pile on” additional charges for storage etc.

However, whilst we have included a generous level of data storage within our Subscription Fees as per the Order Form, we need to make allowances for certain customers who will process significantly higher volumes of data than average – or store exceptionally large attachments within the integral document management system.

This data is backed up frequently and a number of backups are retained, depending on your service level (see iplicit Backup Policy for details). This data storage will continue to grow each year until purged and therefore allowance must be made for customers wishing to exceed our fair use data entitlement levels.

This model ensures that customers using the system as intended, using efficient file sizes for attachments for example, will not be paying any more than they need to.

That's why we monitor technical usage and work according to a Fair Use Policy. This Fair Use Policy has been created to prevent improper use of the software, so we can offer all our customers an excellent user experience.

**The Fair Use Policy for iplicit is purely measured on data storage and is directly related to the number of full users covered within your Software Services Subscription Agreement and Order Form.**

When we determine the scope of Fair Use we take into account your contract, the observed use of all iplicit users, technical advances and the current costs of data storage. We'll adjust these values when there is reasonable cause. It is anticipated that, as a result of lower costs of cloud storage and cloud computing, this will often mean expansion of data entitlements and a reducing the cost of storage.

If your organisation exceeds our Fair Usage data entitlements, we will always inform you in a timely fashion and give you time to remedy the issue before changes affect your costs or use.

If we detect something out of the ordinary in your iplicit environment, we'll contact you to discuss the situation and ensure you are given reasonable time to either address the situation or to discuss potential alternatives. If the situation doesn't change, we will provide clear options to upgrade the available storage and bandwidth. Alternatively, we may discuss your options for (temporarily or permanently) isolating your system from other multi-tenanted users.

## Storage

Within your iplicit environment you can store attachments (PDF files, images, emails, etc) to record correspondence with customers, website resources, as well as data and transactions in the database. To make sure that there is enough storage for everyone, we set Data Entitlement limits for the amount of data you can save. This is calculated annually per Full User of your system and therefore is relative to the Subscription Fees your organisation is paying for. The amount of storage will therefore depend on your type of contract and number of users. We've made sure that virtually all customers will have plenty of storage space when the solutions are used normally.

However, scanned attachments (for example) often vary enormously in file size. A typical invoice transaction attached to an email as a PDF is likely to be no more than 100kb in size – and typically they should be 10kb-50kb. However, some scanners will turn an A4 invoice into a 5Mb PDF file if set to scan at a high-resolution, or if using the least efficient file type – such as a bitmap (BMP) or TIFF image.

If this method was used for a large number of transactions, then your storage would be 50 times what it should be. And bearing in mind we could be retaining 30+ backups of all your data, this can multiply and add up very quickly. It is therefore important to ensure your operators are conscious of this issue and are prudent where possible with the size of file attachments.

You can always request the actual size of your data storage from our service desk. In extreme cases, you can also free up more storage by purging previous years data, or asking us to help you with our clean-up-service. If we detect that your organisation structurally saves more data than we consider to be fair and normal, we'll contact you to discuss the situation.

## Cost of Additional Storage

Where you are utilising more than the allocated storage entitlement as per the Order Form you signed as per the Software License Agreement, iplicit retains the right to charge you per Gb/per month as a Cost of Additional Storage. This additional cost will be at the prevailing rate card and will be made known to you before this is added onto your monthly invoice or annual invoice depending on how you are paying. Where you are paying annually in advance, we will either invoice you separately to ensure you have enough additional storage and pro-rata to invoice in accordance with your License Software Agreement payment dates. We will never look to add Additional Storage Costs onto an invoice before discussing first with you.

## Network Traffic and Bandwidth

To prevent a negative effect of excessive network traffic on your user experience or that of others, we monitor the traffic. We compare your use to the average use of all our iplicit customers with the same contract. With normal use you don't have to worry about the network bandwidth available to you. If we detect a situation that could lead to a decrease in service, we will contact you to discuss the situation.

## Urgent and Extreme Cases

In an urgent or extreme case, for example where services are likely to be significantly impacted, or where we believe your system or ours is under attack (a DDOS - denial of service attack for instance) or where we believe your system or ours has been compromised (for example a hacker or potential a security breach) we may stop the services, or temporarily block your access to them. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.

In some cases, even without an attack or breach, if your use of the services continues to impact other users, is expected to do so, or is generating costs to us that are not normal when compared to other customers on the same contract and make our service to you unprofitable to maintain, we may isolate your services from the multi-tenanted environments and pass the costs onto you. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.