



Fair Use Policy

1. Introduction

This document outlines the Fair Use Policy for Beamery Services. All of Beamery's Customers have certain usage limits, as set out in an applicable Order. This Policy applies to those Customers whose Limits are identified as "unlimited" in an Order. Capitalized terms used but not defined shall have the meanings prescribed to them in the Agreement or Order.

"Full User" means any Authorised User, other than a Restricted User.

"Limits" means the limits that apply to the Customer's use of the Services or other products, as specified in an Order.

"Restricted User" means any Authorised User, with basic access to the CRM module only, including viewing and adding comments to Contacts shared with them, but without any editing ability.

2. Fair Use Limits

The table below sets out the fair use of the Limits as specified in an Order ("**Fair Use Limits**"). Fair Use Limits are calculated by reference to the number of the Customer's Full Users. The Customer's total Fair Use Limit is the aggregate sum of Full Users multiplied by the number of Units Per Full User as set out below (Fair Use Limit = Number of Full Users x Units Per User). For the avoidance a doubt, a working example has been provided in this Policy.

Type of Limit	Definition	Units Per User	Fair Use Limit	Notes
Total Contact Limit	The total number of Contacts that the Customer may have at any one time in the system	10,000	(10,000 x No. Full Users) + 500,000	500,000 is a base allowance for all customers
Monthly Email Limit	The total number of emails that the Customer may send to Contacts in one calendar month	10,000	10,000 x No. Full Users per month	Applies to campaign and direct emails.
Monthly SMS Credit Limit	The total number of SMS credits that the Customer may use in one calendar month	750	750 x No. Full Users per month	1 SMS credit is used per each North America to North America SMS text. 3 SMS credits are used per each ex-North America to ex-North America SMS text.
Total Pages and Form Limit	The total number of pages and forms that are published and live concurrently at any one time	10	10 x No. Full Users	-
Annual Event Limit	The total number of events that are created and hosted in one calendar year	10	10 x No. Full Users per year	-

3. Excessive Use

3.1. In the event that usage above the Fair Use Limits is identified, Beamery may notify the Customer in writing requesting the Customer to reduce its usage to levels below the Fair Use Limits.

3.2. If the Customer does not comply, Beamery may charge the Customer for usage above the Fair Use Limits (“**Excess Charges**”) at Beamery’s standard rates specified in the Order, or if not specified in the Order, as determined by Beamery.

3.3. If the Customer refuses to pay the Excess Charges, Beamery may technically limit the Customer’s usage of the Beamery Services to the Fair Use Limits for the duration of the Term.

Working Example

The below example illustrates how Beamery’s Fair Use Policy applies to Customers with 10 Full Users.

Type of Limit	Fair Use Limit (10 Full Users)	Notes
Total Contact Limit	600,000 at one time	Base allowance applied
Monthly Email Limit	100,000 per month	Applies to campaign and direct emails.
Monthly SMS Credit Limit	7,500 per month	1 SMS credit is used per each North America to North America SMS text. 3 SMS credits are used per each ex-North America to ex-North America SMS text.
Total Pages and Form Limit	100 at one time	-
Annual Event Limit	100 per year	-