

FAIR USE POLICY

1. Introduction

- 1.1. Customers' use of Beamery's Subscription Services may have certain Limits, which are set out in an Order. This Fair Use Policy applies to customers whose Limits are identified as "unlimited" in an Order. This Fair Use Policy does not apply to the Grow Services.
- 1.2. Beamery has two types of Fair Use Limits:
 - a) **User Fair Use Limits** means Limits calculated based on the number of the Customer's Beamery Full Users (set out in Section 2); and
 - b) **Org-Size Fair Use Limits** means Limits calculated based on the organization size of the Customer (set out in Section 3).
- 1.3. Other Definitions:
 - a) **Benefitting Customer Affiliate** means any Affiliate of Customer that uses or benefits from the Subscription Services.
 - b) **Employee Count** means the total number of employees and workers that Customer and all Benefitting Customer Affiliates have collectively. For the avoidance of doubt, this is not the number of employees intended to utilize the Beamery services.
 - c) **Fair Use Limits** means the User Fair Use Limits or the Org-Size Fair Use Limits, as applicable to the Customer.
 - d) **Full User** means any user authorized to use/access Beamery's services other than a Restricted User.
 - e) **Limits** means the usage limits for the Customer's use of the Subscription Services.
 - f) **Restricted User** means any authorized user with basic access to the CRM module only, including viewing and adding comments to Contacts shared with them, but without editing ability.
- 1.4. Capitalized terms used but not defined shall have the meanings prescribed in the Agreement or Order.

2. User Fair Use Limits

- 2.1. This Section 2 applies where the Customer's Full Users are capped at a fixed number in the Order (i.e. Full Users are NOT "unlimited") but other functionality/components are listed as "unlimited" in such Order.
- 2.2. A Customer's User Fair Use Limits are the aggregate sum of Full Users multiplied by the Unit Per Full User as set out in the table below (Full User Fair Use Limit = Number of Full Users x Unit Per Full User):

Functionality	Definition	Unit Per Full User	User Fair Use Limit	Notes
Contacts (Total)	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.
Pages/ Forms (Total)	The total number of pages and forms that are published and live concurrently at any one time	10	10 x No. Full Users	-
Email Send (Monthly)	The total number of emails that the Customer may send to Contacts in one calendar month	10,000	10,000 x No. Full Users	Applies to campaign and direct emails.
SMS Credit (Monthly)	The total number of SMS credits that the Customer may use in one calendar month	750	750 x No. Full Users	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.
Events (Yearly)	The total number of events that are created and hosted in one calendar year	10	10 x No. Full Users	-

- 2.3. **Working Example.** The below example illustrates how Beamery's Fair Use Policy applies to a customer with 10 Full Users:

Functionality	User Fair Use Limit (with 10 Full Users)	Notes
Contacts (Total)	600,000 at one time	Base allowance applied
Pages/Forms (Total)	100 at one time	-
Email (Monthly)	100,000 per month	Applies to campaign and direct emails.
SMS Credit Limit (Monthly)	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.
Event Limit (Yearly)	100 per year	-

3. Org-Size Fair Use Limits

- 3.1. This Section 3 applies where the Customer’s Full Users are listed in the Order as “unlimited”.
- 3.2. A Customer’s Org-Size Fair Use Limits are based on the number of employees the Customer, including any affiliates that will use or benefit from the Services, has when the Order is signed (“**No. of Employees**”). It is the aggregate sum of No. of Employees multiplied by the Unit Per Full User as set out in the table below (Full User Fair Use Limit = No. of Employees x Units Per Employee).

Functionality	Definition	Unit Per Employee	Org-Size Fair Use Limit	Notes
Full Users	The total number of Full Users with a unique log-in to access the Subscription Services	-	Set out in the Order as the “Quantity” or the “Full Users” Limit.	
Contacts (Total)	The total number of Contacts that the Customer may have at any one time in the system	50	(50 x No. of Employees) + 500,000	500,000 is a base allowance for all customers.
Beamery Pages/Forms (Total)	The total number of pages and forms that are published and live concurrently at any one time	0.1 (1 Page/Form for every 100 employees)	No. of Employees / 10	
Email Send (Monthly)	The total number of emails that the Customer may send to Contacts in one calendar month	40	40 x No. of Employees per month	
SMS Credit (Monthly)	The total number of SMS credits that the Customer may use in one calendar month	3	3 x No. of Employees 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.
Events (Yearly)	The total number of events that are created and hosted in one calendar year	0.1 (1 Event for every 100 employees)	No. of Employees / 10	

- 3.3. **Working Example.** The below example illustrates how Beamery’s Fair Use Policy applies to a customer with 10,000 employees:

Functionality	Org-Size Fair Use Limit	Notes
Full Users	10,000	This will be the “Quantity”, or “Full Users” Limit set out in the Order.
Contacts (Total)	1,000,000 at one time	Base allowance applied.
Beamery Pages/Forms (Total)	1,000 at one time	
Email Send (Monthly)	40 x No. of Employees per month	Applies to campaign and direct emails.
SMS Credit (Monthly)	30,000 per month	
Events (Yearly)	1,000 per year	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.

- 3.4. **Accurate Employee Count.** Before signing an Order and promptly upon request from Beamery at any time, Customer must provide to Beamery an accurate and up-to-date Employee Count. Customers must not engage in any activity that would artificially manipulate their Employee Count to increase their Org-Size Fair Use Limit or reduce costs unfairly. If Customer does not comply with this Section 3.4, Beamery may charge Customer the difference between (i) the price given for the inaccurate Employee Count provided by Customer and (ii) the price for the true Employee Count based on Beamery’s reasonable, good faith estimate.
- 3.5. **Change in Employee Count.** If the Employee Count increases during the term of an Order and this places Customer in a higher Beamery price-band, Beamery may charge the Customer an additional fee based on the Customer’s increased Employee Count. For the avoidance of doubt, the following non-exclusive list will amount to an increase in Customer’s Employee Count: (a) the number of employees held by Customer and/or Benefitting Customer Affiliate increases; (b) a new Customer Affiliate begins to use or benefit the Beamery Subscription

Services; and/or (c) Customer engages in a merger, acquisition, divestiture, change of control, or restructuring event where such event results in an overall increase in the number of employees held by Customer, Benefitting Customer Affiliates and/or the new entities using/benefiting from the Services. If the Customer's Employee Count decreases for any reason, the Fees will not be reduced during the Order term.

4. Excessive Use

- 4.1. If 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.
- 4.2. If the Customer does not comply, Beamery may charge the Customer for usage above the Fair Use Limits ("**Excess Charges**") at the rates specified in the Order or, if not specified in the Order, at Beamery's standard rates from time to time.
- 4.3. If the Customer refuses to pay the Excess Charges, Beamery may technically limit the Customer's usage of the Subscription Services to the Fair Use Limits for the Term.