

## **Linkfluence Fair Usage Policy “Fair Use Policy” (FUP)**

### **Overview**

Linkfluence provides an always-on, multi-tenanted SaaS solution and seeks to ensure and maintain an optimal user experience. Linkfluence is committed to an up-front, published, simple, transparent and no-nonsense subscription pricing model. We do not charge extra hosting costs when the tool is used reasonably and normally. We do, however need to ensure that the provision of our services works fairly for everyone and with the best possible user experience. This should always mean quality of service to every user, in an even-handed and equitable way.

In order to give all of our users, fair access to system resources 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 our SaaS solution encompasses [website traffic, database and API calls, volume of Raw Data collected, automatic email notifications and, at times, volume of tickets – this includes for example database size, the amount of internal and external network traffic including web traffic, the number of notifications sent from and received by our servers, and the amount of database load and API load – including CPU time, memory use and queue lengths across all services]. By using Linkfluence’s services you agree to be bound by this policy.

### **How it works**

Linkfluence does not charge extra costs when the system is used reasonably and normally. When we determine the scope of Fair Use we take into account your contract, the observed usage of other Linkfluence users, technical advances and the current price rate of all necessary assets. We'll adjust these values when there is reasonable cause. In general, this will often mean expansion and raising of thresholds and reducing the cost of excessive use, as a result of lower costs of cloud storage and cloud computing. We will inform you in a timely fashion when these changes affect your costs or use. When we detect something out of the ordinary in your Linkfluence environment, we'll contact you to discuss the situation and potential alternatives. If the situation doesn't change, we may have to limit the available storage, bandwidth, database usage, API usage or allowed notification emails and volume of Raw Data collected, for example.

### **System Traffic**

To prevent a negative effect of excessive system traffic on your user experience or that of others, we monitor the traffic. We compare your use to the average use of all our SaaS customers with the same contract. With normal use, you don't have to worry about the system 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.

### **Amount of Raw Data collected**

To prevent spam, we use worldwide blacklists, and spam blockers among other things. To guarantee smooth Raw Data collection from our SaaS products for you and our other customers, we monitor our servers. Spam and blacklisting could happen when excessive amounts of Raw Data are collected by the SaaS environments, for example. We maintain very broad margins based on the average use of our SaaS

customers with similar contracts. With normal use, you won't notice a thing. When we detect abnormal values that could negatively impact the service, we may limit the amount of Raw Data we collect for your users, or take other action as appropriate. Before we do this, or in urgent situations immediately after doing so, we'll always contact you to discuss possible solutions.

### **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 denial of service attack for instance) or where we believe your system or ours has been compromised (for example a hacker or potential 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.

### **Finally**

While we have crafted this to cover most situations - there may be situations which arise which fall outside of this policy and Linkfluence retain the right to revise, amend, change, or suspend this policy at any time for any reason.

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