Usage Policy (SmartCOMM)

This Usage Policy contains the limitations on Customer's use of the Services and the consequences of exceeding those limitations.

1. Definitions
The following terms shall have the following meanings:

"AWS"	means hosting of the Services on Amazon Web Services located in the U.S.;
"Batch"	means groups of Output submitted to the Services on a batch basis via the batch APIs;
"File Storage"	means input files, output files and log files relating to Batch;
"Final Output"	means Output generated by the Services that is no longer editable via the Services and may be issued by Customer to third parties;
"Generated Document"	means Final Output generated by the Services from a single template design in a single output format;
"Hack"	means attempt to gain unauthorized access to, interfere with, adversely impact, or disrupt the integrity or performance of the Services, the data contained therein, or their related systems or networks, including but not limited to a DOS attack;
"Interactive Page"	means a Page which can be only edited by Customer using the Services prior to it being Final Output;
"Interim Output"	means any Output except Final Output;
"Non-Interactive Page" or "On-Demand Page"	means a Page which once created by Customer using the Services cannot be further edited;
"Order Year"	means each twelve (12) month consecutive period beginning from the commencement of the license term;
"Output"	means a Page created through Customer's use of the Services;
"Overage Unit"	means blocks of 10 Users or 1 million Pages;
"Page"	means each: (i) physical page face/side (or electronic equivalent) conforming to ISO 216 or ANSI/ASME Y14.1 generated or recorded Remotely or (ii) an email, SMS, or XML file generated or recorded Remotely;
"Page Allowance"	means the number of Pages which Customer is authorized to process in an Order Year in consideration of the Annual Fee, all being specified or otherwise referred to in an Order;
"Remote" or "Remotely"	means location of SmartCom owned or controlled infrastructure upon which the SmartCom Technology operates; and
"Storage Allowance"	means the space as specified in an Order which is available on SmartCom's systems for storage of Data.
"Unlawful Materials"	means material or content that is infringing, obscene, libelous, spam or otherwise duplicative or unsolicited messages in violation of applicable law or otherwise unlawful or tortious, or is in violation of third party privacy rights or applicable privacy laws;
"Virus"	means, without limitation, any automatic restraint, viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs that interfere with the provision of the Services;

2. Smart Communications

2.1. Page Allowance
Customer's Page Allowance is stated in the Order. If it is exceeded in any Order Year, SmartCom may charge Overages at a premium of 50% above the list price stated in the Order for sufficient Overage Units to cover the excess Volume. If list price is not stated in the Order, then SmartCom's list price, current at the time of the Overage, shall apply as the basis for the list price.

If during any Order Year the average number of kilobytes per Page comprising the Final Output exceeds 100, then the applicable Volumes shall be deemed to be the number of Pages multiplied by the average number of kilobytes per Page and divided by 100.

2.2. Storage Allowance
Customer's Storage Allowance is 1GB per Tenancy. Additional storage usage will be charged at USD600/GB/Order Year.

2.3. Peak Allowance
Customer is permitted to process up to 200 Pages per minute for each million Pages of Page Allowance. For example, if the Page Allowance is 10 Million Pages, then up to 2,000 Pages per minute are permitted.

Maximum concurrent requests are 1 per million Remote Pages of Page Allowance.

If Customer exceeds the above limits by 100% on any single occasion, or on three or more occasions in a calendar month, SmartCom reserves the right to restrict Customer's throughput to levels set forth herein.

2.4 Interim Output
Non-finalized Interactive Pages are the total number of Interactive Pages that have been created but are not Final Output. At the end of each Order Year, non-finalized Interactive Pages will be deemed Final Output for the purpose of calculating whether the total number of Interactive Pages are within the Page Allowance.

2.5 Migration Studio
Each Page processed by Migration Studio shall be deemed to be a Remote Non-Interactive Page for the purposes of determining if the Volumes exceed the Page Allowance. SmartCom reserves the right to restrict usage of Migration Studio to not more than 5,000 Pages in any twenty-four (24) hour period.

3. Prohibitions
If at any time Customer) (i) stores or transmits Unlawful Materials; (ii) knowingly stores or transmits Viruses; or (iii) Hacks the Services ("**Prohibited Activities**"), SmartCom may in its sole discretion suspend Customer and/or User access to the Service. SmartCom may further treat any Prohibited Activity as an irremediable and material breach, entitling SmartCom to terminate the Order with immediate effect. For the purposes of this Order, Prohibited Activities shall also include any use of the Services for or in connection with online gaming or gambling, IRC (Internet Relay Chat) or related bot as reasonably determined by SmartCom in its sole discretion.