FAIR USE POLICY

1. Fair Use Policy

1.1 This Fair Use Policy ("FUP") forms part of the Contract between ANS Group Limited ("Supplier") and the customer ("Customer"). Capitalised terms used but not defined in this FUP have the meanings given to them in the Contract.

1.2 The purpose of this FUP is to ensure that the Services remain available, reliable and commercially sustainable for all customers.

1.3 The Supplier does not seek to restrict legitimate business growth or reasonable increases in the Customer's use of the Services. However, the Supplier expects the Customer to use the Services reasonably and in good faith, and the Charges for the Services have been calculated on this basis.

1.4 A breach of this FUP shall not constitute a breach of the Contract, unless the relevant act constitutes a breach of another part of the Contract. Where the Customer's use of the Services does not comply with this FUP, the provisions of Paragraph 6 below shall apply. Usage by the Customer that arises due directly to the Supplier's breach of the Contract shall never be deemed to be outside of fair use.

2. What is "fair use"?

2.1 Fair use is use of the Services within the scope of the Contract and consistent with the Customer's normal business operations (as might change and evolve from time-to-time) and consistent with the usual purposes those Services are provided for and any specific purposes contemplated by the Contract.

2.2 The following constitutes use of the Services outside of fair use:

2.2.1 use of the Services in a manner that deliberately or recklessly disrupts the Services or shared infrastructure used to deliver the Services;

2.2.2 use of the Services in a manner intended to adversely affect the performance, availability or security of services provided to others by the Supplier and its third parties, or use which is wilfully reckless to causing such adverse effects;

2.2.3 use of the Services that results in the Supplier incurring material costs that are inconsistent with the commercial basis on which the Services are provided; and

2.2.4 use of the Services that materially increases the demand on the Supplier's systems, infrastructure or personnel where that increase is outside the scope of the Services or arises for reasons other than the Customer's legitimate business interests.

2.3 The Quotation, Service Description Documents and other parts of the Contract may contain assumptions, dependencies and pre-requisites applicable to the Services. Material or repeated failures to use the Services in accordance with those assumptions, dependencies and pre-requisites would constitute use of the Services outside of fair use.

3. Fair Use of Support Services

3.1 Support services are intended to assist customers in relation to the proper operation and use of the Services and the investigation and resolution of genuine Incidents.

3.2 Fair use of support services includes:

(a) reporting genuine incidents or suspected defects;

(b) providing sufficient information to enable the Supplier to investigate the issue, including, where reasonably available, details of the circumstances in which the issue occurred and steps to reproduce it;
(c) ensuring appropriately trained personnel are used as the primary contacts for support requests; and
(d) making reasonable use of any documentation or self-service resources provided by the Supplier.

3.3 Uses of the Services that would be considered outside of fair use are:
(a) repeatedly raising duplicate incidents;
(b) submitting a disproportionate volume of requests relating to user training, consultancy or configuration advice rather than faults in the Services, where not part of the procured Services;
(c) repeatedly logging incidents that are not attributable to the Services;
(d) repeatedly requesting assistance in relation to matters outside the scope of the Services; or
(e) otherwise making use of support services in a manner that materially exceeds that reasonably expected for customers receiving the same support package without good cause.

3.4 It is a requirement of the Contract that the Customer shall not (and shall ensure that its users shall not) consume the Services beyond or in excess of the designated use, thresholds, levels of service or availability (including but not limited to the number of authorised users, supported devices or locations, number of servers or virtual machines; volume or frequency of incidents or service requests; hours of support, out of hours or emergency support requests; volume of data stored; consumption of cloud resources; security monitoring events or alerts; and any other usage assumptions expressly identified in the Quotation or Statement of Work) confirmed and communicated by the Supplier at the Quotation stage. Use of the Services in a manner that exceeds such parameters is outside of fair use.

4. Fair use of third Party Products and Services

4.1 Third party products and services provided as part of the Services are intended to augment the Services and to provide customers with capabilities in relation to the proper operation and use of the Services.

4.2 Uses of third party products and services that would be considered outside of fair use are:
(a) consuming products or services outside or above the allowances created by the Supplier at time of Quotation, which the Customer acknowledges are based on the information provided by the Customer;
(b) using the third party product and services in a manner that adversely affects the security, integrity, availability or performance of the Services or the Supplier's systems, networks or other customers;
(c) circumventing, disabling or attempting to bypass any usage limits, technical controls, access restrictions or other safeguards applied by the Supplier; and
(d) using the product components for excessive automated, repetitive or high-volume activity that is inconsistent with the agreed use case or reasonably causes disproportionate consumption of Supplier resources.

5. Monitoring

5.1 The Supplier may monitor usage of the Services for the purposes of:
(a) maintaining the security, availability and performance of the Services;
(b) identifying excessive or abnormal usage;
(c) planning service capacity;
(d) improving the Services; and
(e) ensuring compliance with this FUP.

5.2 The Supplier will carry out such monitoring in accordance with applicable law and its privacy obligations.

6. Escalation where the Customer is using services outside of fair use

6.1 Where the Supplier reasonably believes that the Customer's use of the Services exceeds fair use, the Supplier shall notify the Customer and provide reasonable details of the relevant usage.

6.2 Following such notification, the parties shall discuss in good faith appropriate measures to address the excessive use, which may include:

(a) optimising the Customer's use of the Services;

(b) increasing the Customer's contracted service capacity;

(c) purchasing Additional Services;

(d) migrating the Customer to a more appropriate service tier; or

(e) agreeing revised Charges which better reflect the Customer's actual usage.

6.3 If, following reasonable notice, the Customer continues to use the Services in excess of fair use and the parties are unable to agree an appropriate commercial solution, the Supplier may, to the extent reasonably necessary:

(a) require the Customer to purchase additional capacity or Services appropriate to its usage;

(b) implement reasonable technical measures to manage or limit the relevant usage in order to protect the Services or other customers;

(c) terminate the Services without liability on 30 days' written notice to the Customer; or

(d) exercise any other rights available to it under the Contract.

6.4 Nothing in this FUP limits either Party's rights or remedies under the Contract or prejudices the right of the Supplier to levy Additional Service Charges or to require a change to the Contract.

7. Changes to this Policy

7.1 The Supplier may amend this FUP from time to time where reasonably necessary to reflect changes to the Services, technology, operational requirements or applicable law.

7.2 The Supplier will notify the Customer of any material changes in accordance with the Contract.

8. Queries

Any questions regarding this Fair Use Policy should be directed to the Supplier using the contact details specified in the Contract.