

# **FAIR USE POLICIES**

# Securing Email and Digitizing Workflows

RPost is a global leader in secure and certified electronic communications, built upon its patented RMail®, RSign®, and Registered Email™ delivery proof, email encryption, e-security, and e-signature technologies. Millions of users have enjoyed RPost services in more than 100 countries, since 2000.

# Fair Use Policies

These Fair Use Policies govern all RPost messaging and document services currently commercially available. If there is another reference that conflicts with a definition in these Fair Use Policies, the definition or description within this Fair Use Policies prevails, unless a customer specially contracts for a different service level in a separate contract. RPost reserves the right to further restrict or ban service use for a specific user or customer at its sole discretion and/or terminate a service plan, for example, if it deems the specific user or customer is abusing service use.

# I. Definitions

- 1. R1: RPost infrastructure for standard volumes and human sending.
- 2. R2: RPost infrastructure for automatic and high volume sending.
- 3. **RMail Gateway.** Local application or cloud managed service for filtering email content outbound prior to RMail Platform processing, inbound, or archive.
- 4. **RMail® Platform.** RPost software service systems that process RMail services, subsets, and related services unless otherwise specified, including but not limited to Registered Email™, email encryption, RSign Lite (a/k/a RMail E-Sign), File Share ((a/k/a LargeMail), SideNote®, Anti-Whaling services and some versions of RForms.
- 5. **RPost® System.** All RPost software service systems that process customer traffic.
- 6. **RSign® Platform.** RPost software service systems that process all RSign e-signature services other than RSign Lite (a/k/a RMail E-Sign) and some versions of RForms.
- 7. **Unit:** Each service plan has a use limit that resets monthly or annually/as-used. These are described further in plan parameter documents.
  - a. RMail Unit: Use is measured in "messages", "message units" also known as "units"; each is defined as per recipient per 5MB transmission. For example, an email sent with two recipients that has 7.5 MB cumulative attachment size is calculated as a total of 4 "Units". Exceptions: (a) with the RMail Default Plan (the automatic plan new users are added to until/unless they upgrade to a paid service plan), one "Message" is one email sent to up to 10 recipients with maximum cumulative attachment size of 25MB; (b) with the RMail Large File Sending, one "Message" or "Unit" is per recipient with large message size permitted per plan limits.
  - b. **RSign Unit:** Use is measured per transmission sent to any permitted number of recipients for electronic signature; whether or not the electronic signature process is completed, declined, or expires incomplete. An RSign Unit may also be referred to as an RSign Envelope.
  - c. **RDocs Unit:** Use is measured per RPD Unit Count, and RPD Units are made available per service plan and associated with the RPD document owner also known as the Originator (not necessarily a sender, but the user account that created or originally converted and sent the RPD file). There are two types of

Units, Page View (PV) Units and Create (C) Units, the sum of both PV and C Units is the total RPD Unit Count. A C Unit is defined as per document per created page, a created page is a page converted into RPD format, with the count being one C Unit for each of the first ten created pages and one C Unit per additional ten created pages, per document created. A PV Unit is defined as one PV Unit for each of the first ten unique page views per Viewer Session per RPD file, and in the same Viewer Session plus one Unit per additional ten Unique Page Views per Viewer Session of the same document. A Viewer Session is defined as an uninterrupted browser view by viewer, regardless of duration, until timeout or the session is technically required to re-process. A Unique Page View is defined as the first time a particular page is viewed per viewer session. Note, RDocs Service makes available an alternate Unit accounting model for select OEM partners, called X-Units. X-Units should not be confused or compared with RPD Unit Count based on PV and C Units.

# II. Fair Use Policies

Overview: Fair use policies apply to all plans, and include limits per plan, limits per send, non-use for unsolicited marketing purposes, and non-use for unlawful transmissions. RPost reserves the right to terminate service or to temporarily freeze the user's account and/or contact the user or their administrator to verify if traffic is authentic and determine if the particular user's plan parameters should be adjusted. RPost reserves the right to change this Fair Use Policy at any time. Changes shall become effective after thirty (30) days from publication of the revised version on rpost.com. Continued use of a subscription after expiry of the 30-day period shall constitute acceptance to be bound by the terms and conditions of the revised fair usage policy.

Individual plans. These per user service plans are for human senders and not for automated sending, generic workflow addresses, or team shared addresses. Service plans permit certain use and feature availably. Use availability is described below. Feature availability is described in service plan descriptions.

# RMail Service Plans

#### **Basic Plans**

- 1. **RMail Default** plan has a fair use limit of 5 RMail Message Units per user per month, available for up to three users per company domain that is not a customer, and not permitted for use by users in a customer company. RMail Default users have one-click access to RSign Default plans.
- 2. **RMail Maintenance** plan. RMail Maintenance plan is a paid version of the RMail Default plan with continuity of certain functions applicable for a downgraded customer user.
- 3. **RMail Personal** plans have a fair use limit of 25 Units per user per month.
- 4. RMail 365 plans have a fair use limit of 50 Units per user per month.

# **Premium Plans**

These parameters apply to all service plans with the noted plan suffix (e.g. "Standard", "Business", "Enterprise"). For example, RMail Clean <u>Standard</u>, RMail Gateway Plus Cloud <u>Business</u>, would have the same plan parameters as noted below. As further noted below, while RMail Gateway plans (with plan codes RMail-G-xx) include a unit buffer to provide time for customers to adjust plan to volume expectations, the fair use limit for such plans is as noted below. Premium plans are considered "Qualified Plans" for purposes of special volume pricing offers.

- 1. RMail Standard plans have a fair use limit of 200 Units per user per month.
- 2. RMail Business plans have a fair use limit of 500 Units per month, and
- 3. **RMail Enterprise** plans have a fair use limit of 1000 Units per month.
- 4. **RMail Expert** plans have a fair use limit of 1500 Units per month. Higher volume use requires an upgrade to RMail further specialized or RMail Shared Volume plans.

RMail service plans include RMail E-Sign (also known as RSign Lite).

# RSign Service Plans

#### **Basic Plans**

- 1. **RSign Default** plan has a fair use limit of 3 Units per user per month, available for up to three users per company domain that is not a customer, and not permitted for use by users in a customer company.
- 2. **RSign Maintenance** plan. RSign Maintenance plan is a paid version of the RSign Default plan with continuity of certain functions applicable for a downgraded customer user.
- 3. **RSign Personal** plans have a fair use limit of 10 Units per user per month.
- 4. **RSign 365** plans have a fair use limit of 20 Units per user per month.

#### **Premium Plans**

These parameters apply to all service plans with the noted plan suffix (e.g., "Standard", "Business", "Enterprise"). As further noted below, Premium plans are considered "Qualified Plans" for purposes of special volume pricing offers.

- 1. **RSign Standard** plans have a fair use limit of 50 Units per user per month.
- 2. RSign Business plans have a fair use limit of 100 Units per month, and
- 3. **RSign Enterprise** plans have a fair use limit of 200 Units per month. Higher volume use requires an upgrade to RSign Shared Volume.

# **RDocs Service Plans**

# **Basic Plans**

- 1. **RDocs Default** plan has a fair use limit of 50 RPD Units per Originator per Month, available for up to three users per company domain that is not a customer, and not permitted for use by users in a customer company.
- 2. **RDocs Maintenance** plan. RDocs Maintenance plan is a paid version of the RDocs Default plan with continuity of certain functions applicable for a downgraded customer user.
- 3. RDocs Personal plans have a fair use limit of 200 RPD Units per Originator per Month.
- 4. RDocs 365 plans have a fair use limit of 200 RPD Units per Originator per Month.

# **Premium Plans**

These parameters apply to all service plans with the noted plan suffix (e.g., "Standard", "Business", "Enterprise"). As further noted below, Premium plans are considered "Qualified Plans" for purposes of special volume pricing offers.

- 1. RDocs Standard plans have a fair use limit of 500 RPD Units per Originator per Month.
- 2. RDocs Business plans have a fair use limit of 1000 RPD Units per Originator per Month.
- 3. RDocs Enterprise plans have a fair use limit of 2500 RPD Units per Originator per Month.
- 4. **RDocs Expert** plans have a fair use limit of 5000 RPD Units per Originator per Month. Higher volume use requires an upgrade to RDocs Shared Volume plans.

Feature-Based Fair Use Policies: Service plans include a feature and feature parameter list. Fair use of services and a service plan means only using the features and feature parameters associated with the purchased plan, whether enforced through technical means or not. RPost reserves the right to technically enforce or enforce through business policies, compliance with fair use of features and feature parameters associate with a particular service plan. For example, the RSign Bulk Send feature, RSign Templates with API automated sending, and RSign web forms embedded in web pages with static links must use Shared Volume Plans.

Shared Volume Plans: These service plans permit up to a certain number of unique senders and a certain number of unique Units per month or per year or as used. Certain features and all automated sending systems, shared team sending addresses, API sending, and forms embedded in web pages with static links must use Shared Volume Plans.

Fair use is complying with the plans and features assigned to the plans, as well as plan limits, whether or not technically enforced.

Qualified Plans: Certain service plans are considered "Qualified" plans (QP). The number of Qualified Plans a customer has permits further opportunities, such as triggering volume discounts and the potential to purchase certain Premium Plans. Certain "per user" Individual plans are designated Qualified Plans (i.e., Standard, Business, Enterprise, Expert).

Premium Plans: Certain service plans are considered "Premium" plans (PP). Premium Plans require a minimum number of Qualified Plans to be purchased to permit purchase of a Premium Plan. Certain "per user" Individual plans are Premium Plans (i.e. Business, Enterprise, Expert).

RMail Gateway Plans: RMail Gateway Base service plans apply to the sole use of the RMail Gateway plus access at the RMail Default service level. RMail Gateway service plans with a Standard, Business, Enterprise or Expert indicator include a buffer for overage up to double the plan's fair use limit based on the RMail Standard, Business, Enterprise or Expert levels, with the buffer available for up to the first three months of service, to provide the customer time to evaluate which service plan each user should be enabled for based on use patterns. RMail Gateway service plans are only for customers that automate sending based on content policies using RMail Gateway, and are not permitted for use for customers that are not accessing RMail service through the RMail Gateway, although a customer may use RMail Gateway with another RMail app and in such case, all use will be attributed to the app plan that they are authorized for. Regardless of whether there is a buffer of Units for within the first three months or if RPost maintains such buffer thereafter, the User is contractually limited to use according to the Fair Use Policy limits and not those limits with the buffer Units appended.

RDocs Buffer: RDocs service plans with a Standard, Business, Enterprise or Expert indicator include a buffer for overage up to double the plan's fair use limit based on the Standard, Business, Enterprise or Expert levels, with the buffer available for up to the first three months of service, to provide the customer time to evaluate which service plan each user should be enabled for based on use patterns. Regardless of whether there is a buffer of Units for within the first three months or if RPost maintains such buffer thereafter, the User is contractually limited to use according to the Fair Use Policy limits and not those limits with the buffer Units appended.

Default Plans: All users that are enabled for service without a service plan are automatically placed on Default plan. Default plan parameters are described above. Default plan use is not permitted within customer organizations. Only three default plan users are permitted within any one company.

Default Support: Service plans include a base default support plan that provides 24x7 Service Monitoring, Online Self-Service Support & Knowledge Base, Training Videos & User Guides, Live Chat, Live Training Webinars, Online Support Ticketing, Case Submission Mean Time to Respond as noted in support definitions and service level agreements. Refer to the base support plan details for further information.