

## Fair Usage Policy

### RouteSmart Technologies, Inc.

As part of our commitment to providing reliable services, RouteSmart Technologies has a Fair Usage Policy (also referred to as the FUP) for its Software as a Service (SaaS) Products, specifically:

- Routing as a Service (RaaS)
- RouteSmart Online

The FUP contains guidelines for customers' use of the RouteSmart Technologies SaaS products to ensure that each customer has a consistently high-quality experience. RouteSmart Technologies takes measures to ensure usage is within reasonable parameters and in accordance with the subscription agreement as described in your Quotation.

#### Why do we have a Fair Usage Policy?

RouteSmart Technologies SaaS products offer a multi-tenant service. This means that our products are used concurrently by a number of subscribers. If a single customer places very high demands on the service then it is possible that this will affect the experience for other users.

The vast majority of our customers use their service considerately and their usage levels during peak hours don't disproportionately affect the shared network and service capacity. Even though only a very small number of our customers may use the service improperly, their activity has the potential to affect the service for others. Our Fair Usage Policy manages improper use and makes sure the service can be used fairly by everyone.

#### The Fair Usage Policy

Usage of RouteSmart Technologies SaaS products is monitored on a continuous basis. Only customers that consistently generate exceptionally high load or account overages over a sustained period of time will be affected by the RouteSmart Technologies FUP. This is currently defined as per the limits detailed below, although RouteSmart Technologies reserves the right to amend these limits. Your Quotation will specify the basis upon which your account will be monitored.

The FUP covers the use of RouteSmart Technologies SaaS products.

- For RaaS, usage of the product is charged by either RaaS credits or per Field Service Asset per month within a Service Area. Your Quotation will state how your usage is calculated and charged.
  - For RaaS Credits - Fair Usage of the product is defined in terms of the number of routes generated by the service relative to the number of route credits purchased and available.
  - For Per Field Service Asset Per Month within a Service Area – Fair Usage of the product is defined in terms of the number of personnel or vehicles you may route within any one RaaS job within the defined Service Area. For clarity, you must subscribe based on the maximum number of personnel or vehicles within your fleet for the defined Service Area.

RouteSmart Technologies reserves the right to convert a "Per Field Service Asset" account to a RaaS Credits account, based on RouteSmart Technologies discovery of recurring excess usage, as determined by RouteSmart in its sole discretion.

- For RouteSmart Online, usage of the product is charged on a number of records basis or per Field Service Asset per month within a Service Area.
  - For Number of Records - Fair Usage of the product is defined in terms of the number of records being uploaded to the service for processing relative to the agreed upon number in the Quotation.
  - For Per Field Service Asset Per Month within a Service Area – Fair Usage of the product is defined in terms of the number of personnel or vehicles you may route within the defined Service Area.

If a customer regularly or routinely exceeds this FUP, RouteSmart Technologies reserves the right to restrict service through suspending the user account and collect account overages before access to the SaaS product is restored. RouteSmart reserves the right to use additional means of monitoring and detecting account violations of the FUP and these methods are determined by RouteSmart in its sole and exclusive judgment.

### **Notification of Violations**

In the event that a customer exceeds the defined fair usage limits on a recurring basis, RouteSmart Technologies will make reasonable attempts to notify the customer. This notification may be in the form of emails, phone calls, or messages within the software product itself.

The customer will be informed of the nature of the violation, including usage metrics that exceeded limits and the time period in which this occurred. The customer will be given a reasonable timeframe, to be determined by RouteSmart Technologies, to take corrective action to get usage back within fair limits.

If the customer fails to sufficiently reduce usage within the allotted timeframe, RouteSmart Technologies reserves the right to restrict service through account suspension or other means deemed necessary until overages are paid and compliance with the Fair Usage Policy is achieved. Restricted services will be restored once the customer is back within policy limits.

### **Definitions**

Field Service Asset – the unique count of the total personnel or vehicles that may be planned in any one RaaS job or within RouteSmart Online. Typically this will be the total vehicles in your fleet or total field service workers assigned to a Service Area for which you are conducting planning.

Number of Records – the maximum number of records you may process via RouteSmart Online. Typically a "record" is the equivalent of an address or X,Y coordinate to be serviced within a route.

Service Area – the geographical extent delineated by your RaaS subscription agreement within which you may submit jobs to RaaS for planning. Typically this is the geographic area that is serviced by the Field Service Assets being route planned by RaaS or RouteSmart Online.

### **Extenuating Circumstances**

RouteSmart Technologies understands that customers will occasionally have very high volumes of system traffic outside of normal usage patterns. In those cases where this traffic can be predicted RouteSmart Technologies requests to be informed with as much notice as possible to ensure that service delivery remains consistently high for all customers.

### **Changes to the Fair Usage Policy**

This Fair Usage Policy may be updated from time to time, and the latest version of the document will be made available by RouteSmart Technologies at [trust.routesmart.com](http://trust.routesmart.com).

For clients under a Master Services Agreement, outside of active service periods, RouteSmart Technologies reserves the right to change the Fair Usage Policy.

Clients under any form of agreement are advised to review the latest Fair Usage Policy prior to entering into new agreements.