



CloudMISP Fair Use Policy

V1.1

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Table of Contents

[Introduction](#)

[Fair Use Policy](#)

[Terms](#)

[Modifications to the Fair Use Policy](#)

[Schedule 1: CloudMISP Fair Use Policy Usage Limits](#)

Introduction

Cosive has tried to make it as simple as possible to use the Cosive CloudMISP Platform. This includes the licensing model, where we use a single fixed price for the use of the CloudMISP Platform.

Whilst this is simple for our customers, this single fixed price model comes with some risks to Cosive, as a single customer could consume huge amounts of resources that could negatively impact the other customers using Cosive CloudMISP Platform Services.

To protect against this scenario and to provide protection for our customers, we incorporate a Fair Use Policy into all of our contracts, and that Fair Use Policy is described in this document.

Fair Use Policy

1. Use of the Cosive CloudMISP Platform is subject to this Fair Use Policy.
 2. Your use of the Cosive CloudMISP Platform must be fair, reasonable and not excessive, as reasonably determined by Cosive by reference to average and/or estimated typical customer usage of the Platform. We will consider your usage to be excessive and unreasonable where it materially exceeds the CloudMISP Fair Use Policy Usage Limits described in Schedule 1 of this Fair Use Policy over any day, week or month (or other period of time as determined by us) (**Excessive Usage**).
 3. Cosive have developed our Fair Use Policy by reference to average customer profiles, estimated customer usage of our Platform, and any relevant Data allowances.
 4. If your usage of the Cosive CloudMISP Platform materially exceeds the CloudMISP Fair Use Policy Usage Limits described in Schedule 1 of this Fair Use Policy, Cosive will consider your usage to be excessive and/or unreasonable, and will consider your usage to be Excessive Usage in breach of our Fair Use Policy.
 5. If you breach our Fair Use Policy, Cosive will contact you to advise you that your Excessive Usage is in breach of our Fair Use Policy (**Excessive Usage Breach Notice**), and request that you modify your usage patterns to come within CloudMISP Fair Use Policy Usage Limits described in Schedule 1 within seven (7) days (**Compliance Period**).
 6. If you fail to alter your usage patterns to come within Cosive's Fair Use Policy Usage Limits described in Schedule 1 within the Compliance Period, Cosive may charge you fees (**Excessive Usage Fees**) at our discretion for Excessive Usage which, if we do so, will be constructed from the additional costs that Cosive have incurred to support the Excessive Usage with an additional 10% margin applied to this amount. Sales Tax may also be applied if required by Australian law.
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7. You agree to alter your usage patterns to prevent Excessive Usage within the Compliance Period if requested by Cosive.
8. You agree to pay any Excessive Usage Fees invoices if they are issued to you.
9. If your Excessive Usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice restrict, suspend or cancel your access to the Platform .
10. If you or Cosive believe you are likely to breach the Fair Use Policy for an extended period of time then either party may initiate a variation to the original Agreement to increase the fees being charged to cover the expected Excessive Usage Fees for the current Term and any Future Term of the Agreement.

Terms

Agreement means contract or agreement that incorporates the Fair Use Policy into it by reference.

Fair Use Policy means the policy set out in this document.

GST means a goods and services tax, or a similar value added tax, levied or imposed under Australian GST Law.

Platform means the cloud-based MISP instances and other adjacent services provided by Cosive under the CloudMISP brand.

Sales Tax has the same meaning as GST.

Modifications to the Fair Use Policy

Cosive reserves the right to make changes to Cosive CloudMISP Fair Use Policy in the future at its sole discretion. Cosive will notify affected parties of changes to the Cosive CloudMISP Fair Use Policy either directly or through the Cosive website at <https://www.cosive.com>.

Schedule 1: CloudMISP Fair Use Policy Usage Limits

Maximum Database Usage: 100GB

Maximum File Storage Usage: 100GB