



Fair Use Policy

Ultimate Broadband Fair Use Policy

Voice, data and mobile connectivity for business.

August 2011 Cradlehall Business Park | Inverness | IV2 5GH | T: 0345 450 4502 | E: info@HighNet.com | W: www.HighNet.com

Commercial & in Confidence - Highland Network Ltd - July 2011

1 Why is there a need for a Fair Usage Policy?

HighNet is committed to providing Channel Partners and their customers with a high quality service suitable for business use, at a competitive price.

To achieve this HighNet uses a network that only carries data for businesses (which send and receive far less data than residential users, subsequently using less bandwidth). We manage the available bandwidth carefully and very closely. As with all broadband offerings the available bandwidth is contended across all users; if a group of users use a disproportionately large amount of bandwidth (i.e. transfer a disproportionately large amount of data) then this will:

- a. impact the available bandwidth for the rest of the users;
- b. potentially degrade the service;
- c. drive up the cost of delivering the service to HighNet Partners.

It is a well known fact among ISPs that on badly managed networks 1% of customers can utilise in excess of 30% of the available bandwidth.

As HighNet provides an un-metered service (where we do not charge by the amount of data transferred) it is important that we ensure that all customers use the service fairly. Ultimately providing a poor quality of service is not an option for us, so unfair and disproportionate use of the HighNet service would lead to an increase in prices across all users. So as to ensure a high quality service at a competitive price, a FAIR USAGE POLICY applies to all users.

2 How will this policy affect your customers?

The majority of customers that will be affected by this policy are those using file sharing software such as peer-to-peer and binary newsgroups (USENET). Such software (for residential applications) is typically used to send and receive large files (such as music and videos) and can be left running throughout the day – this unreasonable use of the internet uses a massive amount of bandwidth and in many cases is illegal.

Customers using their broadband service for sending e-mails, browsing web-pages and other typical business applications will not be affected.

In order to maintain a business grade service, residential applications should not be used.

3 What is the policy?

A fair usage threshold has been set for the HighNet product set:

- Standard ADSL services (all speeds) are not expected to transfer more than **30 Gigabytes** of data during the course of a month.
- ADSL Max services are not expected to transfer more than **50 Gigabytes** of data during the course of a month.
- LLU Std & Prem 8Mb Low Services are not expected to transfer more than **5 Gigabytes** of data during the course of a month.
- LLU Std 8Mb High, LLU Std 24Mb, LLU Prem 8Mb High and LLU Prem 24Mb Services are not expected to transfer more than **40 Gigabytes** of data during the course of a month.

Data transfer is measured on the total amount of data uploaded and downloaded during a particular month.

4.1. APPLY AN EXCESS USAGE PAYMENT

The excess usage charge is set at £0.60 per GB. For example:

A customer has an LLU Prem 24Mb High circuit and transferred 60Gb in one month. This means that the customer exceeded their 40Gb limit by 20Gb, which attracts an excess usage charge of £12.00 (20Gb x £0.60).

If the customer's usage is over and above the relevant limit the following month, they will again be asked to pay for the excess usage.

4.2. SPEED RESTRICTION

For MAX400 and MAX800 products, if the customer is not willing to pay for the excess usage, or does not confirm acceptance of the excess usage charge by the close of business on the 3rd working day of the month, then the customer's service will be re-restricted – we will make available less bandwidth for the customer to use. This restriction will be placed on their service until the 1st working day of the next month.

If the usage has dropped to an acceptable limit during the time the restriction is in place, the restriction will be lifted. But, if the limit has once again been exceeded the restriction will remain in place (unless the customer then agrees to pay for the excess usage for that month).



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4.1 Regrading to ADSL MAX

Customers using standard ADSL services will have the option to regrade to an ADSL Max service in order to take advantage of the higher limit for this service type. However, if a warning has already been issued and the customer breaches the limit in month 2, they will still be required to pay the excess usage charge or the service will be restricted until the migration completes. **Once a service has been regraded then any restriction in place will be lifted.**

5 What affect will restricting a customer's service have?

The customer will experience a slowing down of their service. The extent of this degradation will depend on what the customer is doing and how many users are connected to the service. If a small number of users are web browsing and reading emails, they will notice a slowing of the service. If on the other hand they are using Peer-to-Peer or file sharing software, or they are downloading files from the internet or an external server, they will experience a significantly and possibly slower service.

6 What can a customer do with 10 Gigabytes of data transfer?

A customer can:

- 1) send and receive a total of 100,000 emails
- 2) view over 100,000 standard web pages
- 3) transfer over 10,000 1mb files, or
- 4) make 80,000 minutes worth of FeaturePlus calls

7 Applicable Products

The Fair Usage Policy applies to all ADSL variants, but **does not apply to SDSL products.**

8 Frequently Asked Questions

Q: What happens if the customer cannot or will not moderate their usage following a warning?

A: The customer can either pay for the excess usage for the retrospective month (allowing them to continue to use the service as normal) or their service will be restricted.

Q: If a restriction is applied, how long will it be in place for?

A: A restriction will be put in place until the 1st working day of the following month and will be lifted only if the customer usage for that month is less than the fair usage limit for their service.

Q: How and when will we be notified when a customer's usage has exceed the relevant limit?

A: HighNet will receive the notification, via e-mail, by the close of business of the 1st working day of the month. The Customer will have to accept the excess usage charges by the close of business of the 3rd working day of the month.

Q: Does the fair usage policy apply to customers using the Max 800 or Max 400 service?

A: Yes it does. However, the fair usage limit is 20GB higher than that of standard ADSL services.

Q: Can I regrade a standard ADSL service to a Max service to increase the fair usage limit for my customer?

A: Yes you can. However, if a warning has already been issued and the customer breaches the limit for the second month in a row, you will still be required to pay the excess usage charge or the service will be restricted until the migration completes.

Q: Does the fair usage policy apply to customers using SDSL?

A: No, it doesn't. SDSL is designed for high levels of data transfer, especially where the customer is sending as much (or more) data as they are receiving.

If you have any questions about this Fair Use Policy, please contact your Account Manager, or contact us on 0345 450 4502 or info@highnet.com.



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