

## Fair Use Policy (Usage Raisonnable)

## 1 Scope

- 1.1 This Schedule describes the reasonable usage parameters of the Solution so that the Solution's performance and proper operation can be preserved.
- 1.2 All ARPPTV Users, User Companies, API Integrators and Third-Party Services and Developers shall comply with this policy.

## 2 Fair Use Policy

- 2.1 The maximum number of film IDs metadata records returned by the ARPPTV film search API will be 400 in one query response with an indication if exceeded. Optimad will keep track of the frequency of queries exceeding this maximum number and ARPP and Optimad will jointly decide on actions to be undertaken. This maximum number does not apply to queries made by the VDOC application as per the Specifications.
- 2.2 The number of web service requests received by the Solution from Third Party Services or API Integrator shall be less than 20 per 5 minutes per AGEN user or API Integrator. Optimad will keep track of the frequency of queries exceeding this maximum number and ARPP and Optimad will jointly decide on actions to be undertaken.
- 2.3 The volume of data contained in web service requests received and web service responses made by the Solution (excluding media transfers) shall be less than 4MB per 5 minutes per AGEN user or API partner; Optimad will keep track of the frequency of queries exceeding this maximum volume and ARPP and Optimad will jointly decide on actions to be undertaken. This maximum volume does not apply to queries made by the VDOC application as per the Specifications.
- 2.4 The number of times a given media is accessed or downloaded shall be less than 3 requests per 5 minutes per AGEN company or API Integrator. Optimad will keep track of the frequency of queries exceeding this maximum number and ARPP and Optimad will jointly decide on actions to be undertaken.
- 2.5 The volume of media transferred (downloaded or streamed) from ARPPTV by an individual AGEN company will not exceed 20 GB per day, 40 GB per week, 60 GB per month and 490 GB per year. Optimad will keep track of the frequency of queries exceeding this maximum volume and ARPP and Optimad will jointly decide on actions to be undertaken.
- 2.6 The volume of media transferred (downloaded or streamed) from ARPPTV by an individual sales house or API Integrator will not exceed 180 GB per day, 720 GB per week, 2670 GB per month and 16020 GB per year. Optimad will keep track of the frequency of queries exceeding this maximum volume and ARPP and Optimad will jointly decide on actions to be undertaken.
- 2.7 Media download URLs will be expired after 2 hours;



- 2.8 User of any type (ID Owners, their delegatees, ARPP, Third-Party Services, Sales Houses, API Integrators) shall not monitor or crawl the Solution or any other system that impairs or disrupts the Solution, whether via the ARPPTV GUI or the ARPPTV API.t;
- 2.9 Users of any type (ID Owners, their delegatees, ARPP, Third-Party Services, Sales Houses, API Integrators) shall not embed URLs ("hot link") to any media files (including but not limited to video and image files) from ARPPTV or third party systems, whether via the ARPPTV GUI or the ARPPTV API.
- 2.10 Users of any type (ID Owners, their delegatees, ARPP, Third-Party Services, Sales Houses, API Integrators)shall not inundate the Solution with communications requests (including, without limitation, web service requests) so that the Solution either cannot respond to legitimate traffic or responds so slowly that in Optimad's opinion it becomes ineffective, whether via the ARPPTV GUI or the ARPPTV API.
- 2.11 Users of any type (ID Owners, their delegatees, ARPP, Third-Party Services, Sales Houses, API Integrators) shallnot interfere with the proper functioning of the Solution, including, without limitation, as a result of any deliberate attempt to overload the Solution by broadcast attacks, flooding techniques or otherwise, whether via the ARPPTV GUI or the ARPPTV API.
- 2.12 ARPP should notify Optimad immediately in the event that it becomes aware of any breach of any term of the Fair Use Policy.
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- 2.14 Without prejudice to any other right or remedy available to Optimad following a breach of the terms of the Fair Use Policy by any party, Optimad shall be entitled to immediately suspend that party's use of the Solution and the Service.