



OVERQUOTA Policy (NIMBUS)

Title: OVERQUOTA Policy for Open edX accounts through edunext (NIMBUS)	Version Number: v1
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Approved By and Title: Juan Camilo Montoya CEO	Date: 31/01/2024
See Revision History	

1. Definition of QUOTAS vs consumption

For all cases, the term Monthly Active Users (MAU) will be understood as the number of users who, during a calendar month, performed actions on at least one piece of content in any of the courses.

The term 'Overquota' applies when a client exceeds the limit of allowed users by a percentage defined by edunext for a specified period, which is determined by the contracted plan type and the established billing period.

Below is a reference table where you can find your billing plan, specifying:

- **Period:** corresponds to the billing time
- **Quota:** represents the quantity of MAU allowed within the billing and usage period.

	Period	Quota	Consumption
NIMBUS (monthly payment)	Calendar month (from the 1st to the last day of each month)	Monthly count of MAU in the subscription	The quantity of MAU during the period.
NIMBUS (annual payment)	Applies from the 1st day of the month when the year starts and covers a period of 365 days. In no case will billing periods be taken from days	12 times the quantity of MAU in the subscription *In the case of annual payment, the entire contracted user quantity is	The quantity of MAU available from the first month of the subscription to the current month.

	other than the 1st of each month	considered as a resource available for consumption over a period of 12 months. For example, by contracting 100 MAU, there will be a total of 1,200 users available for use throughout that period.	
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Monthly Active Users (MAU) and User Limit:

Monthly Active Users (MAU) refers to the number of users who access and actively participate in the content of any of the courses in your account during a specific month. The user limit varies based on the type of account:

- **Free Account:** The MAU limit is 49 users.
- **Account with Monthly Payment:** The MAU limit is specified in the contract.
- **Account with Annual Payment:** The MAU limit is specified in the contract.

2. Exceeding the User Limit:

If the client exceeds the MAU limit defined for their account, edunext may take measures to address the overuse of the account, including restricting access to the service. The actions taken will vary based on the account type, the exceeded limit, and the MAU level.

We want you to be aware of what happens when you exceed the number of contracted users. If your NIMBUS account exceeds the contracted user limit by 15%, edunext will take steps to address the overuse of the account. Please note that once this 15% threshold is reached, the corresponding charges will apply to all users exceeding the contracted limit.

Contracted MAU	Allowed Limit (15%)	Cost per user with monthly payment			Cost per user with annual payment			Additional user cost
		Basic	Enhanced	Advanced	Basic	Enhanced	Advanced	
50	8	1	1.24	NA	0.83	0.967	NA	Not available
100	15	0.9	1.12	NA	0.75	0.933	NA	Not available
150	23	0.8	1	NA	0.66	0.833	NA	Not available
200	30	0.75	0.935	1.125	0.625	1.283	1.06	Not available
300	45	0.73	0.916	1.1	0.611	1.309	0.916	Not available
400	60	0.725	0.905	1.087	0.604	0.754	0.906	+25%
600	90	0.708	0.885	1.061	0.590	0.737	0.884	+25%

800	120	0.7	0.875	1.05	0.583	0.729	0.875	+25%
1000	150	0.7	0.875	1.05	0.583	0.729	0.875	+20%
1500	225	0.589	0.733	0.877	0.491	0.611	0.731	+20%
2000	300	0.504	0.625	0.746	0.42	0.520	0.621	+20%
3000	450	0.388	0.477	0.566	0.323	0.397	0.472	+20%

*If your contracted MAU range is not included in the above table, please contact the support team for any questions regarding your account's overquota.

Once the limit is exceeded, if your account is:

LITE (free)	<p>If a FREE account exceeds the limit of 50 users, edunext reserves the right to:</p> <ul style="list-style-type: none"> ● Impose restrictions on the SITE, preventing the registration of additional users but without restricting access for existing users. ● Send notifications to the client informing them of the overuse and offering options to upgrade to a monthly or annual payment plan that allows for a higher number of MAU. ● If the client does not take action to resolve the overuse, edunext reserves the right to suspend the account until the payment issue is resolved.
NIMBUS (paid)	<p>If a paid account exceeds its MAU limit for the period, edunext reserves the right to:</p> <ul style="list-style-type: none"> ● Apply access and usage restrictions on the SITE and send alerts to the administrators of the respective SITE. ● 30 days after exceeding the MAU limit, the client will be billed for the overuse of monthly/annual active users, according to the specified rate. ● Send notifications to the client informing them of the overuse and offering options to adjust their plan or pay for additional users. ● If the client does not take action to resolve the overuse, edunext reserves the right to temporarily suspend the account until the payment issue is resolved.

For any of the cases, the client will always have access to the advisory service from our Customer Experience and Business Support teams on how to optimize platform usage and/or perform the corresponding upgrade.

If a NIMBUS account exceeds its MAU limit, edunext reserves the right to:

- Send notifications to the client informing them of the overuse and offering options to pay for additional users or adjust the plan.
- If the client does not take action to resolve the overuse, edunext reserves the right to temporarily suspend the account until the issue is resolved.

3. Plan Upgrades:

Customers have the option to upgrade their plan at any time to accommodate a higher number of Monthly Active Users. At which time, edunext will provide details about the available plans and corresponding fees.

4. Acceptance of the Policy:

By creating an account on the Open edX platform through edunext and accepting its Terms and Conditions, the client explicitly agrees to this OVERQUOTA policy. It is the client's responsibility to read and understand this policy before accepting the Terms and Conditions and using the platform.

The purpose of this policy is to establish clear and fair rules for the use of the platform, ensuring that clients adhere to the agreed terms and conditions and preventing service interruptions due to overuse. The contract and usage rules are accepted by the client at the moment they provide their explicit authorization to create or request the creation of their account. The policy remains essential for establishing clear and fair rules for the use of the platform.