



Specific Terms and Conditions

Bot Defense Services

1. SERVICE DESCRIPTION.

1.1. **Bot Defense for Web.** Bot Defense for Web is a bot detection and mitigation service for websites.

1.2. **Bot Defense for API.** Bot Defense for API is a bot detection and mitigation service for application protocol interfaces (API).

1.3. **Bot Defense for Mobile Apps.** Bot Defense for Mobile Apps is a bot detection and mitigation service for mobile applications.

2. **USE, COOPERATION.** Client may only use the Bot Defense Services for the purpose of detecting and mitigating bot traffic for the Covered Sites. Client shall fully cooperate with Distil in connection with the provisioning and use of the Bot Defense Services, including implementation of the Bot Defense Services, routing of traffic for the Covered Sites, and the delivery, return and recovery of any and all Distil-Provided Servers and Software.

3. **METHODS OF IMPLEMENTATION.** The Bot Defense Services purchased under the Order shall be implemented using the method of implementation specified in the Order, which are further described below.

3.1. **Cloud-Based Implementation.** For the Cloud-Based method of implementing the relevant Bot Defense Services, Client must route all user traffic for the Covered Sites to Distil's servers, establishing Distil as an intermediary between the Covered Sites and the users of Covered Sites. Client agrees that, in so doing, it will fully comply with all policies, rules and procedures established by the Internet Committee for Assigned Names and Numbers and each applicable domain name registry and registrar, respectively. Notwithstanding any other term herein, and in addition to any other rights that Distil may have, if at any time the throughput to any Covered Site is greater than two-hundred megabits per second (200 mbps), Distil shall have the right to reroute or require Client to reroute all user traffic so that Distil no longer lies as an intermediary between the Covered Sites and the users of the Covered Sites.

3.2. **On Premise (Hybrid On-Premises/Cloud).** This method of implementing the relevant Bot Defense Services requires Software to be hosted on servers housed by Client. Client may elect to have said Software installed on either Client-Provided Servers or on Distil-Provided Servers. For the On-Premise method of implementing the relevant Bot Defense

Services, Client must route all user traffic for the Covered Sites to the servers upon which the Software is installed, thereby allowing the Software to analyze said traffic.

3.3. **Virtual Private Cloud Server (VPCS) Implementation.** This method of implementing the relevant Bot Defense Services requires the Software to be hosted on at least one pair of virtual private cloud server instances that are owned or operated by a third-party ("**VPCS Provider**"), and Client must route all user traffic for the Covered Sites to such server instances. Should Client elect to use this method of implementation, in addition to any fees set forth in the relevant Order, Client agrees to reimburse Distil for any and all charges (including any fees, costs or expenses) incurred by Distil in connection with the procurement, implementation and use of this method of deploying the Bot Defense Services. Notwithstanding any other term of this Agreement, and without limiting the generality of Section 11.3 (Exclusions), Distil shall not be liable for any acts or omissions of the VPCS Provider, including any errors or defects in the virtual private cloud server instances or other products or services purchased therefrom.

4. **DISTIL-PROVIDED SERVERS (On-Premise Method of Implementation Only).** If Client elects to have the Software hosted on Distil-Provided Servers, then the following terms shall apply:

4.1. **Provisioning of Servers & Software.** Distil will provide Client with the number of Distil-Provided Servers specified in each applicable Order and pre-install the Software on said Servers.

4.2. **Repairs, Replacement.** In the event that a Distil-Provided Server requires repair, Distil or a third-party contractor hired by Distil will repair the server at Distil's expense, except in the event that any damage, defects or faults requiring repair or replacement resulted from the acts or omissions of Client or its Representatives. If Client or its Representatives damage any Distil-Provided Server, either through an action or inaction (such as neglect), then Client shall be responsible for the resulting costs of repair or, if necessary, replacement. If any Distil-Provided Server is lost or stolen, then Client shall be responsible for all reasonable costs associated with Distil's recovery and/or replacement of the Distil-Provided Server(s) and Software.

4.3. **Return of Servers & Software.** Upon the expiration or termination of an applicable Order, Client shall return to Distil any and all Distil-Provided Servers and Software within

thirty (30) days of such termination or expiration. Unless Distil terminates an Order for cause, Distil will provide packaging material to Client and pay for the reasonable shipping costs associated with the return of the Distil-Provided Servers and Software. If the Distil-Provided Servers and Software are not returned within the thirty-day window, or are lost or stolen, then Client shall reimburse Distil for all reasonable costs associated with Distil’s recovery and/or replacement of the Distil-Provided Servers and/or Software.

5. CLIENT-PROVIDED SERVERS (On-Premise and VPCS Methods of Implementation Only). With regards to any Software installed on Client-Provided Servers, Client shall permanently delete all copies of such Software immediately upon the termination or expiration of the applicable Order. Client shall fully cooperate with Distil in connection with the permanent deletion of Software.

6. ONSITE IMPLEMENTATION & TRAINING. If Client purchases Enterprise Onsite Implementation under an Order, a member or members of Distil’s implementation team will travel to a Client premises to assist Client with the implementation of the relevant Bot Defense Services purchased under that Order and to provide on-site training. The applicable Order shall specify the date(s) on which, duration and location where such implementation and onsite training services are to be performed; however, if the applicable Order does not specify such details, then Distil, after consulting with Client, shall determine such details. Unless otherwise agreed by the Parties, Client shall reimburse Distil for all reasonable travel expenses incurred by Distil in connection with its performance of the implementation and onsite training services described above.

7. FINGERPRINTS. Notwithstanding any other term of this Agreement, Distil shall own and retain all rights, title and interest in and to any and all Fingerprints. Without limiting the generality of the foregoing, Distil may use and otherwise process Fingerprints for any legitimate business purpose.

8. OVERAGE FEES. In the event that Client exceeds any usage limit established for any Usage Component, then Client shall incur additional monthly charges (i.e., overage fees) for such excess usage at the rates specified in the applicable Order; however, if the applicable Order does not specify an overage fee for the Usage Component(s) at issue, then Distil’s then current list pricing for overage fees shall apply. Overage fees may be charged on a per-unit basis or a per bundle basis (e.g., bundles of 1,000,000 page requests).

9. HEADERS. Without limiting any other obligation that Client may have, Client shall ensure that any headers generated in connection with an end user’s use of the Covered Sites do not contain any credit card information, social security numbers or other government issued identification numbers, financial account information or account credentials (e.g., username and/or passwords), or any personally identifiable information and/or protected health information.

10. SUPPORT. Distil will have members of its technical support team on call to respond to support tickets submitted that are appropriately submitted by Distil’s customers in accordance with the schedule below. Client must submit support tickets in the manner specified at <http://help.distilnetworks.com>. Except in the event that Client elects to purchase the Gold or VIP support packages under an Order, the support package that will be applicable to the Bot Defense Services purchased under an Order shall be Silver.

TECHNICAL SUPPORT SCHEDULE		
Support Package	Severity	Hours
Silver	All Severity Levels	4am – 8pm ET, Mon. – Fri. *
Gold	All Severity Levels	4am – 8pm ET, Mon. – Fri.
VIP	1 (Urgent)	24x7
	2 (High)	4am – 8pm ET, Mon. – Fri.
	3 (Low)	4am – 8pm ET, Mon. – Fri.

*Excluding holidays.

11. SERVICE LEVELS.

11.1. Platform Service Levels. Distil will use commercially reasonable efforts to make the Distil technology platform for the relevant Service available for access and use 99.999% of the time during any given calendar month.

11.2. Technical Support Service Levels. In the event that Client subscribes to Distil’s Enterprise Package Plan, Distil will use commercially reasonable efforts to respond to properly submitted support tickets within the following timeframes:

SUPPORT SERVICE LEVEL FAILURE – RESPONSE TIME GOALS	
Gold Support	
1 (Urgent)	2 hours
2 (High)	4 hours
3 (Low)	8 hours
VIP Support	
1 (Urgent)	30 minutes
2 (High)	2 hours
3 (Low)	4 hours

Stated timeframes are based on the time from which Distil received a properly submitted support ticket of the Incident at issue.

11.3. Exclusions.

Notwithstanding any other term herein, the Agreement or in any related agreement, any errors, faults, delays, downtime or unavailability of the Bot Defense Services (either in whole or in part) resulting in any way from one or more of the Exclusions shall be excluded from the calculus for determining whether a Service Level Failure occurred, and Distil shall not be liable for any errors, faults, delays, downtime or unavailability resulting in any way from one or more of the Exclusions.

The term “**Exclusions**” refers to the following acts, omissions, event and circumstances: (i) the suspension and/or termination of the Bot Defense Services in accordance with the Agreement; (ii) any actions or inactions of Client or any third party; (iii) Client or its Representatives’ failure to comply with the terms and conditions of the Agreement; (iv) any failure to comply with the usage limits set forth in the applicable Order or in these Specific Terms; (v) any inaccurate or insufficient information or configurations provided or set by Client or its Representatives; (vi) any misuse of the Bot Defense Services; (vii) any errors, delays, downtime or unavailability resulting from any Client or third-party equipment, application programming, software, systems or networks; (viii) any network unavailability outside of those systems or networks that are owned or operated by Distil, including, without limitation, any ISP or NSP networks and network connection points; (ix) any malicious acts by a third party against Client or its Representatives or end users; (x) scheduled maintenance or emergency maintenance; (xi) any acts of terrorism, cyber terrorism or God, or any other event of force majeure; and/or (xii) any other events or circumstances that are outside of Distil’s reasonable control.

11.4. **Notification Requirements.** Client must notify Distil, in each instance, of any potential defects, faults or periods of unavailability in the Bot Defense Services as soon as practicable, but in no event more than five (5) days from the date on which the potential defect, fault or unavailability occurred. Client must submit such notifications by submitting to Distil a complete and accurate support ticket, which must include a detailed description of the issue(s), the time(s) and date(s) on which the issue(s) occurred, and state whether Client believes that such issue(s) constitute a Service Level Failure.

11.5. **Determination of Service Level Failures.** Distil shall (i) investigate all appropriately submitted support tickets, and (ii) determine, in its sole discretion, whether a Support Level Failure occurred.

11.6. **Service Level Credits.** In the event that Distil determines, in its sole discretion, that a Service Level Failure has occurred, Distil will apply a credit against Client’s account in an amount equal to the percentage of the Eligible Fee specified below:

PLATFORM SERVICE LEVEL FAILURE	
Availability	% of Eligible Fee
Less than 99.999%, but greater than or equal to 99.99%	25%
Less than 99.99%, but greater than or equal to 99.95%	50%
Less than 99.95%	100%

SUPPORT SERVICE LEVEL FAILURE – RESPONSE TIME	
Severity Level	% of Eligible Fee
1 (Urgent)	15%
2 (High)	10%
3 (Low)	5%

Credits issued in accordance with these Specific Terms will be applied against Client’s first subsequent invoice, and each invoice thereafter (if applicable), until the balance of the credit has been exhausted. Notwithstanding any other term herein, the maximum amount of credits that Client can accrue during any given month shall not exceed 100% of the Eligible Fee.

12. **LIMITATION OF REMEDIES.** Notwithstanding any other term of the Agreement, Distil’s sole liability and Client’s sole and exclusive remedies for a failure to provide any of the Bot Defense Services (including, but not limited to, a failure to meet any service level set forth in these Specific Terms and a failure of any of the Bot Defense Services to conform to the descriptions set forth in the Agreement) shall be limited to the provisioning of credits in accordance with these Specific Terms.

13. DEFINITIONS.

13.1. “**Bot Defense Services**” refers to Bot Defense for Web, Bot Defense for API and Bot Defense for Mobile App services (both individually and collectively, depending upon the circumstances) for the purposes of these Specific Terms.

13.2. “**Covered Site**” means any website (in the case of Bot Defense for Web), application protocol interface (in the case of Bot Defense for API), or mobile application (in the case of Bot Defense for Mobile Apps) in connection with which Client uses the Bot Defense Services purchased under an Order.

13.3. “**Client-Provided Servers**” means any and all servers, other than Distil-Provided Servers, that are used by or on behalf of Client in connection with the Bot Defense Services.

13.4. “**Distil-Provided Servers**” means any and all servers and other equipment provided by or on behalf of Distil to Client

or its Representatives in connection with the provisioning of the Bot Defense Services.

13.5. “**Eligible Fee**” means the monthly recurring fee actually paid by Client for the relevant Service (whichever service is the subject of the Service Level Failure) for the month in which the Service Level Failure occurred, unless the Client paid an annual or quarterly fee rather than a monthly fee for the relevant Service, in which case the Eligible Fee shall be the pro rata portion of the annual or quarterly fee paid for the relevant Bot Defense Services rendered during the month in which the Service Level Failure occurred.

13.6. “**Fingerprints**” refers to any information and data that Distil collects and generates throughout the course of its provisioning of the Bot Defense Services that can be used to help differentiate between humans that access or attempt to access the Covered Sites and bots (i.e., programs that perform automated tasks) that access or attempt to access the Covered Sites. For example, Fingerprints may include the IP addresses and other identifiers of devices used to access the Covered Sites, header information, unique identifiers generated by Distil, and the frequency of page requests submitted from a device or mouse clicks made using a device.

13.7. “**Incident**” means a reproducible failure of the Bot Defense Services to substantially conform to the functions and/or specifications as described in Distil’s then current documentation/user guides and reported via a support ticket that is properly submitted in accordance with the terms of these Specific Terms.

13.8. “**Service Level Failure**” means a failure to maintain the service levels described in Section 13 (Service Levels) below.

13.9. “**Severity Level**” means the Severity Levels 1-3 as defined below:

“**Severity Level 1 (Urgent)**” means an Incident where the relevant Service is completely unavailable or so severely impacted that there is a significant impact on the availability (i.e., uptime) of the Covered Sites.

“**Severity Level 2 (High)**” means an Incident where functionality of the relevant Service is significantly impaired, but there is no significant impact on the availability (i.e., uptime) of the Covered Sites.

“**Severity Level 3 (Low)**” means an Incident where functionality of the relevant Service is not significantly impaired.

13.10. “**Software**” means any and all Distil software, including all software provided by or on behalf of Distil to Client or its Representatives in connection with Distil’s provisioning of the Bot Defense Services in connection with

this Agreement. Client shall not, and shall not permit others to, attempt to copy or otherwise duplicate the Software, either in whole or in part. Client acknowledges and agrees that the Software constitutes Distil’s Confidential Information. For the avoidance of doubt, software that is intended to be installed on a per server or per virtual-private-cloud-server instance shall not be installed on more servers than the number of Client-Provided Servers or Distil-Provided Servers specified in the relevant Order.

13.11. “**Usage Component**” means any component of the Bot Defense Services that is charged on a per unit basis, including domains and page requests.

13.12. **Other Definitions.** Any capitalized terms not otherwise defined herein shall have the same definition ascribed to them in the Master Services Agreement.