



Specific Terms and Conditions

Professional Services

1. **PROFESSIONAL SERVICES – ANALYST MANAGED SERVICES (AMS).** Distil’s Professional Services – AMS (“*Professional Services*”) is a consulting service whereby one or more members of Distil’s Security Analyst Team will consult with Client regarding bot traffic for the Covered Sites. The scope of Professional Services consists of the following:

ANALYST MANAGED SERVICES – SCOPE OF SERVICES	
Assigned Analyst	A member of Distil's Professional Services – Security Analyst Team will be assigned to Client's account as Client’s primary point of contact with the Security Analyst Team.
Anomaly Investigations	Client may submit requests to investigate anomalous traffic patterns, either by email or a dedicated communication channel (which shall be determined by Distil) and Distil will provide a traffic analysis report in response to properly submitted Anomaly Investigation Requests.
Traffic Analysis	At Client's request, Distil will review and analyze web traffic for the Covered Sites.
Ad-Hoc Reporting	At Client's request, Distil will generate ad-hoc reports utilizing data and information made available by Distil.
Distil Platform Configuration and Tuning Assistance	Distil will assist Client in establishing its initial settings and configurations for the Bot Defense Services, and will review such settings and configurations on an as requested basis.
Bot Mitigation Service Reviews	Client may request, from time to time, to meet with the Assigned Analyst to review Client's strategy for using Distil's Bot Defense Services.
Bot Analyst Consultations	Client may request consultations with the Assigned Analyst whereby the Assigned Analyst will, in collaboration with Client, examine Client's web infrastructure and bot detection and mitigation practices, and provide advice regarding Client's bot detection and mitigation strategy.

2. **LICENSE & OWNERSHIP.** Subject to the terms of this Agreement, Distil hereby grants Client a limited, non-exclusive, non-transferable and non-sublicensable right to access and use Analyst Reports solely for Client’s internal bot detection and mitigation purposes. With the exception of the limited right described above, Client receives no other right, title or interest in or to Analyst Reports, and Distil shall retain and exclusively own all right, title and interest in and to Analyst Reports. Without limiting the generality of the foregoing, Analyst Reports shall be deemed to be Distil’s Confidential Information.

3. **BILLING, OVERAGE FEES.** Client may use up to the number of Professional Service Hours set forth in the relevant Order during each given month (the “*Subscribed Hours*”). The monthly allotment of Subscribed Hours shall not rollover from one month to another, and any allotment of Subscribed Hours for a given month must be used within that month, otherwise the unused Subscribed Hours shall be forfeited. Should the number of Professional Service Hours actually utilized exceed the Subscribed Hours, Distil will bill Client, and Client agrees to pay, the overage fees specified in the relevant Order.

4. SERVICE LEVELS.

4.1. **Service Levels - Anomaly Investigation Response Time.** Distil will use commercially reasonable efforts to respond to properly submitted Anomaly Investigation Requests within twenty-four (24) hours from the time that Distil receives a properly submitted Anomaly Investigation Request.

4.2. **Exclusions.** Notwithstanding any other term herein or in any related agreement, any errors, faults, delays, downtime or unavailability of the Professional Services 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 Professional Services in accordance with the Agreement; (ii) any actions or inactions of Client or any third party; (iii) Client’s 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 this Agreement; (v) any inaccurate or insufficient information or configurations provided or set by Client or its Representatives;

(vi) any misuse of the Professional 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; or (xii) any other events or circumstances that are outside of Distil's reasonable control.

4.3. **Notification Requirements.** Client must notify Distil, in each instance, of any potential defects, faults or periods of unavailability in the Professional Services as soon as practicable, but in no event more than five (5) days from the date on which the potential defect, fault or period of 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.

4.4. **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.

SERVICE LEVEL FAILURE – INVESTIGATION RESPONSE TIME
Percentage of Eligible Fee
5%

4.5. **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 the percentage of the Eligible Fee specified below:

The foregoing credit 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.

5. **DISCLAIMER.** DISTIL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, ACCURACY OR SUITABILITY OF THE PROFESSIONAL SERVICES, INCLUDING THE ANALYST REPORTS, AND DISTIL HEREBY DISCLAIMS ALL SUCH WARRANTIES, BOTH EXPRESS AND IMPLIED. DISTIL'S PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE"

BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY USE OR RELIANCE ON ANALYST REPORTS BY CLIENT WILL BE AT CLIENT'S SOLE RISK, AND CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE RESULTS OF SUCH ACTIONS.

6. **LIMITATION OF REMEDIES.** Distil's sole liability and Client's sole and exclusive remedies for a failure to meet any service level set forth in these Specific Terms shall be limited to the provisioning of credits in accordance with Section 4 (Service Levels).

7. **NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year thereafter, Client agrees that it will not solicit or hire, on behalf of Client or any other organization, any employee or sub-contractor of Distil or any of Distil's Affiliates, unless Client has first obtained Distil's written consent.

8. **INTERPRETATION.**

8.1. Any capitalized term not otherwise defined herein shall have the same definition ascribed to them in the Master Services Agreement or Order, whichever the case may be.

8.2. The terms "include" and "including" shall not be interpreted as having a limiting effect, but rather as introducing a non-exhaustive example or list in the same fashion as "including without limitation" and "including, but not limited to".

8.3. "**Analyst Reports**" means all analyses, reports, specifications and suggestions provided by Distil in connection with the Professional Services purchased under an Order.

8.4. "**Anomaly Investigation Request**" means a request for a member of the Security Analyst Team to analyze anomalous web traffic for a Covered Site for bot activity.

8.5. "**Client Content**" means the content of the web, API and/or mobile traffic for the Covered Sites, whichever the case may be, that Client or its Representatives routes through Distil's systems and networks in connection with Client's use of the relevant Bot Defense Services.

8.6. "**Eligible Fee**" means the monthly recurring fee paid by Client for the Professional Services under the applicable Order for the month in which the Service Level Failure occurred.

8.7. "**Professional Service Hours**" refers to the aggregate amount of time that each individual member of Distil's Security Analyst Team spends performing the Professional Services.

8.8. "**Service Level Failure**" means a failure to maintain the service levels described in Section 4 (Service Levels) above.