



Enterprise Standard Support Service Level Agreement

Worldwide Technical Services

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Enterprise Standard Support Service Level Agreement

Check Point Software Technologies Ltd.

1.1 INTRODUCTION

The Service Level Agreement (“SLA”) is intended to identify the features and define the processes involved with Check Point Software Technologies Ltd.'s (*Check Point*) delivery of various *Support* functions to Enterprise Standard Support Customers (*Customer*) for all products purchased and licensed from *Check Point*.

1.2 MISSION STATEMENT

Check Point Worldwide Technical Services (WTS) is committed to building strategic relationships with *Check Point* Customers by providing consistent, dependable, high-quality, measurable services that effectively utilize Check Point Software Technologies Ltd.'s products to meet network connectivity and security objectives.

1.3 TECHNICAL SERVICES GENERAL PROCESS

Check Point WTS utilizes a multitier support model for *Problem Resolution*. When initial contact with WTS is made, a Technical Assistance Center (TAC) Team Member will validate all contract information and gather details relevant to the question or issue. A unique *Service Request* (SR) number will be assigned and delivered to the *Customer Designated Contact*, either verbally, via Web request, or via email. This SR number will be used to track any given issue from initial contact to final *Problem Resolution*.

If appropriate, an issue will be reproduced in the *Check Point* Test Lab. Additional testing and problem duplication may take place in a network laboratory environment. Further investigation, including additional troubleshooting or debugging activity may be required. Based on the results of the Test Lab investigation, an issue may be resolved, or, if an anomaly is identified, elevated to the appropriate *Check Point* Team for final *Problem Resolution*.

2.1 TECHNICAL SUPPORT DEFINED

Subject to the specifications of the *SLA*, *Customer* will be entitled to access *Check Point Support* via telephone, Web, and email request. The TAC is a telephone, Web, and email request-handling service staffed by *Check Point Support* personnel providing assistance with diagnosis and resolution of defects and/or failures in *Check Point* products to conform to *Check Point* published documentation when the products are installed and operated according to *Check Point Software and Hardware* specifications. TAC access is intended to supplement the *Customer Senior Technical Staff* in accordance with the Section 7.1 CUSTOMER OBLIGATIONS.

Check Point agrees to provide *Support*, where appropriate, to *Customer*, which can include but is not limited to the following actions:

- Receive technical questions
- Analyze the technical questions and provide answers to *Customer*
- Provide assistance in answering questions that may arise concerning the operation and use of licensed product that cannot be resolved by *Customer*

- Approval and initiation of an RMA process in case of hardware failure in an *Appliance*

Support does not include the following items or actions:

- Enterprise Software Subscription
- Step-by-step installation of Software or Service Packs
- Onsite services, Professional Services, or Educational Services
- Modification of software code, security-policy configuration, audits, or security design

With respect to any warranty on *Check Point* hardware products, such warranty can only be renewed for a maximum of three (3) years.

2.2 DEFINITIONS

The definitions, which are set forth below in italics, apply to this Service Level Agreement:

<i>Activation Date</i>	The date a License Key is registered for activation of <i>Software</i> within the <i>Check Point</i> User Center.
<i>Appliance</i>	A computing device with a specific function and limited configuration ability. The appliance is sold by <i>Check Point</i> for the purpose of executing the specific <i>Check Point Software</i> supplied with it.
<i>Certified Professional</i>	An individual who has passed the appropriate current <i>Check Point</i> Certification Test(s) to demonstrate technical competency. The current minimum requirement of a <i>Certified Professional</i> is a <i>Check Point</i> Certified Security Expert (CCSE™) for the current <i>Major Release</i> of <i>Software</i> . For dealing with hardware issues, the certification level needed is CCSE ACE (Appliance Certified Engineer).
<i>Check Point</i>	Check Point Software Technologies Ltd., the party to this <i>SLA</i> with <i>Customer</i> to whom an order is issued under this <i>SLA</i> .
<i>Continent Time</i>	The time at selected locations which represents the reference time for logistical purposes. The <i>Continent times</i> are – Paris Time (Europe, Africa), Pacific Time (Americas), and Hong-Kong (Asia).
<i>Customer</i>	Party identified as the Purchasing Organization to this <i>SLA</i> with <i>Check Point</i> .
<i>Designated Contacts</i>	<i>Customer</i> engineering resources who are established in the User Center account associated with the <i>Customer Support</i> contract.
<i>Enhancements</i>	All <i>Software</i> changes, including new releases, new versions, product improvements, system modifications, updates, upgrades, <i>Service Packs</i> , <i>Feature Packs</i> , field modifications, and all <i>Hardware Appliance</i> changes, including official <i>Check Point</i> appliance enhancements and accessories.
<i>Error</i>	An <i>Error</i> in the product, which degrades the product as defined by the <i>Severity</i> definitions, as compared to <i>Check Point</i> published functionality and performance specifications.
<i>Fix(ed)</i>	The repair or replacement of object or executable code versions of product to remedy an <i>Error</i> .
<i>Information</i>	Any idea, data, program, technical, business, or other intangible information, however conveyed.
<i>Intellectual Property</i>	Patents, copyrights, trademarks, and/or trade secrets whose owners have rights at law or in equity to exclude others from exploiting such property.

Level 1 Support	Ability to provide general pre and post-sales product information; hardware and software configuration; questions on upgrade <i>Support</i> ; collect relevant technical problem identification information; perform base problem determination; provide basic <i>Support</i> on the standard products, protocols and features.
Level 2 Support	Ability to provide <i>Level 1 Support</i> plus the ability to resolve the majority of misconfigurations, troubleshoot and simulate complex configuration, hardware, and software problems; support problem isolation and determination of product specification defects; provide lab simulation and interoperability and compatibility testing for new software and hardware releases prior to being deployed into a Customer production network; define an action plan; provide advanced <i>Support</i> on all products, protocols and features; have the ability to analyze traces, diagnose problems remotely, and provide <i>Check Point</i> with complete steps to reproduce a problem.
Level 3 Support	Ability to provide <i>Level 1</i> and <i>Level 2 Support</i> plus the ability to provide software enhancements such as patches and Hotfixes, fixing or generating workarounds that address software bugs; troubleshoot bugs that were not diagnosed during <i>Level 2 Support</i> ; work with Customers to resolve critical situations, and building action plans with Customers to address complex issues.
License Key	Code provided by <i>Check Point</i> , which activates the <i>Software</i> and enables the <i>Software</i> to operate.
Major Release	Current issuance of a <i>Software</i> and/or <i>Appliance</i> product that is designated by <i>Check Point</i> , as a change in the number or name, signifying a new product level, e.g. Version 4.0, Version 4.1, or NG. Hotfixes, Service Packs, and/or Feature Packs do not constitute a <i>Major Release</i> change.
Previous Sequential	Release of <i>Software</i> or <i>Appliance</i> product, which has been replaced by a subsequent version of the product.
Release	<i>Major Release</i> of the same product.
Problem Resolution	The use of reasonable commercial efforts to resolve the reported problem. These methods may include (but are not limited to): configuration changes, patches that fix an issue, replacing a failed appliance, reinstalling the software, etc.
Respond	Addressing the initial request and taking ownership of the issue.
Response Time	The amount of time elapsed between the initial contact by <i>Customer</i> to <i>Check Point TAC</i> and the returned response to <i>Customer</i> by <i>Check Point Support</i> staff.
RMA	Return Material Authorization - The process of replacing a faulty appliance or a field-replacement-unit (FRU) of a component of an <i>Appliance</i> . The process is authorized by <i>Check Point TAC</i> .
Service Request	A single issue opened with <i>Check Point Support</i> . The SR number identifies the <i>Service Request</i> . The format for the unique SR number will be as follows: n-nnnnnnn ["n" is a digit].
Severity 1 Error	An <i>Error</i> isolated to <i>Software</i> or <i>Appliance</i> that renders the product inoperative or causes the product to fail catastrophically; e.g., major system impact, system down. A reported defect in the licensed product, which cannot be reasonably circumvented, in which there is an emergency condition that significantly restricts the use of the licensed product to perform necessary business functions. The inability to use the licensed product or a critical impact on operation requiring an immediate solution.

Severity 2 Error

An *Error* isolated to *Software* or *Appliance* that substantially degrades the performance of the product or materially restricts business; e.g., moderate system impact, system hanging. This classification is a reported defect in the licensed product, which restricts the use of one or more features of the licensed product to perform necessary business functions but does not completely restrict use of the licensed product. Ability to use the licensed product, but an important function is not available and operations are severely impacted.

Severity 3 Error

An *Error* isolated to *Software* or *Appliance* that causes only a minor impact on the use of the product; e.g., minor system impact, performance/operational impact. The severity level three defect is a reported defect in the licensed product that restricts the use of one or more features of the licensed product to perform necessary business functions. The defect can be easily circumvented. The *Error* can cause some functional restrictions but it does not have a critical or severe impact on operations.

Severity 4 Error

A reported anomaly in the licensed product that does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions. This is a minor problem and is not significant to operation. An anomaly may be easily circumvented or may need to be submitted to *Check Point* Research and Development as a request for enhancement.

SLA

The *Customer* Service Level Agreement, as represented by this document, which identifies the features and defines the processes involved with the *Check Point* delivery of various support functions to *Customer*.

Software

The object code version of the intangible information constituting one or more computer or apparatus programs and the informational content of such programs, together with any documentation supplied in conjunction with, and supplementing such programs, the foregoing being provided to *Customer* by way of electronic transmission or by being fixed in media furnished to *Customer*.

Software Subscription

Registered access to modifications, corrections, and/or updates to *Software*; including Hotfixes, Service Packs, Feature Packs, and/ or Major upgrades, provided to *Customer* by way of electronic transmission or by being fixed in media furnished to *Customer*; must be purchased separately, and in addition to *Customer* Support Contracts, in matching quantity and SKUs relative to the *Check Point* Product SKUs. *Software Subscription* is a prerequisite for all *Customer* Support Contracts.

Check Point Feature Packs, Service Packs, and/or Hotfixes shall cover the *Previous Sequential Release* for a period of eighteen (18) months after release of the subsequent *Major Release*, or *Check Point* shall make available Feature Packs, Service Packs, and/or Hotfixes, as appropriate, for six (6) months following the last official ship date of a product, whichever period is determined to be longer.

Support

Technical telephone, Web, and email assistance provided by *Check Point* to help the *Customer Designated Contact* with *Problem Resolution*.

Support is provided on the then-current *Major Release* of product and the *Previous Sequential Release* of the product. *Check Point* will also provide commercially reasonable technical assistance on older versions of product, but *Problem Resolution* may be limited to the current *Major Release* of product.

For *Appliance* related issues, the supported version includes the combination of the exact hardware model number and the specification with

the *Check Point* software installed on it. Notice that support might be given only if no hardware modification were done to the appliance (addition of hardware components, removal of components, modification of components) – unless in accordance with *Check Point* guidance.

Support does not include any Education Services or Professional Services. Products such as training and/or onsite services may be purchased in addition to *Support*, at the then-current standard services rates.

TAC

Technical Assistance Center is a telephone, Web, and email request handling service staffed by *Check Point Support* personnel providing assistance with diagnosis and resolution of defects and/or failures in *Check Point* products to conform to *Check Point* published documentation when the products are installed and operated according to *Check Point Software* specifications.

Workaround

A change in the followed procedures or data to avoid error without substantially impairing use of the product.

3.1 CONTACTING TECHNICAL SUPPORT BY TELEPHONE

Call +1-972-444-6600 (Americas) or +972-3-611-5100 (International) for Enterprise Standard Support customers.

An Automatic Call Distribution System (ACD) will prompt you to select your support level. At the prompts, please select appropriate options for your organization.

At this point, you will be directed to a *TAC Team Member*. You will be asked for your email address registered with your organization's User Center Account and you will be verified as a *Designated Contact*. After this, the *TAC Team Member* will create an SR number in the *Check Point* database. You may be asked to provide or verify some of the information needed for the understanding and resolution of the problem. If it is not possible to provide this information, *Check Point* may be hindered in the ability to bring resolution to an issue in a timely fashion.

If the issue is related in any way to licensing, please select Licensing Assistance (option 7) from the main menu of the ACD and provide certificate keys and/or purchase order numbers for the applicable product.

3.2 CONTACTING TECHNICAL SUPPORT BY WEB REQUEST

URL: <https://usercenter.checkpoint.com/>

To access the Web request, *Customer* must log into their User Center Account and select the "Create Service Request" link located under the "Support" Tab. Complete the request form with all of the appropriate information about your issue and submit the request. A *Service Request* will be generated in the *Check Point* database. You may be asked to provide or verify some of the information needed for the understanding and resolution of the problem. If it is not possible to provide this information, *Check Point* may be hindered in its ability to bring resolution to an issue in a timely fashion.

PLEASE NOTE: DO NOT submit a *Service Request* for a *Severity 1* or *Severity 2* issue via the Web request form. For these cases, please contact *Check Point* by telephone and select the appropriate options for your support.

3.3 CONTACTING TECHNICAL SUPPORT BY EMAIL

Check Point does not recommend opening a *Service Request* via email. All requests should be opened in accordance with Section 3.1 CONTACTING TECHNICAL SUPPORT BY TELEPHONE or Section 3.2 CONTACTING TECHNICAL SUPPORT BY WEB REQUEST.

Correspondence on an open *Service Request* may be made via email, as long as the *Customer Designated Contact* writes a reply to emails received from the *Check Point TAC*.

PLEASE NOTE: If you do not receive an email reply acknowledging receipt of your email correspondence within two (2) hours, you should assume that the email link is down and proceed to make a voice call to the *TAC*.

3.4 AVAILABILITY OF TAC

TAC telephone, Web, and email request access is available to Enterprise Standard Support *Customers* (subject to the situations set forth in Section 10.5 FORCE MAJEURE) five (5) days a week, nine (9) hours a day (from 8:00 till 17:00 on a business day).

	Customer
Availability	9 x 5

3.5 SEVERITY LEVEL RESPONSE TIME/RESOURCE COMMITMENT

Check Point agrees to use commercially reasonable efforts to respond to *Customer* calls based on the severity of the issue as follows:

Severity Level	Definition	Customer Response Times	Commitment
1	An <i>Error</i> isolated to <i>Software</i> or <i>Appliance</i> that renders the product inoperative or causes the product to fail catastrophically, e.g. major system impact, system down.	4 Hours	<i>Check Point</i> and <i>Customer</i> will commit the necessary resources around the clock for <i>Problem Resolution</i> to obtain <i>workaround</i> or reduce the severity of the <i>Error</i> .
2	An <i>Error</i> isolated to <i>Software</i> or <i>Appliance</i> that substantially degrades the performance of the product or materially restricts business, e.g. moderate system impact, system hanging.		<i>Check Point</i> and <i>Customer</i> will commit full-time resources during normal business hours for <i>Problem Resolution</i> to obtain <i>workaround</i> or reduce the severity of the <i>Error</i> and alternative resources during non-Standard Business Hours.
3	An <i>Error</i> isolated to <i>Software</i> or <i>Appliance</i> that causes only a minor impact on use of the product, e.g. minor system impact, performance/operational impact.		<i>Check Point</i> and <i>Customer</i> will commit full-time resources during normal business hours for <i>Problem Resolution</i> .
4	A reported anomaly in the licensed product, which does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions.		<i>Check Point</i> and <i>Customer</i> will provide resources during normal business hours for <i>Problem Resolution</i> .

3.6 SERVICE REQUEST CLOSURE

Check Point agrees to use commercially reasonable efforts to work with the *Customer* for *Problem Resolution* for an issue in accordance with the specifications of this *SLA*. Timely efforts must be made by all parties involved. If communication from *Customer* ceases without notice, after five (5) business days, *Check Point* may, upon notice, close a *Service Request* due to inactivity on the part of the *Customer*. A *Service Request* may be reopened within thirty (30) consecutive days of closure. Once a *Service Request* is closed for 30 consecutive days, this issue will be considered permanently closed, and it cannot be reopened. If further work is necessary, a new *Service Request* will be opened, and all pertinent materials may need to be resubmitted before work can continue.

3.8 APPLIANCE RMA PROCESS

Upon determination of an *Appliance* related issue as related to a malfunction of one of the hardware components, an *RMA* process will be initiated by the *Check Point* TAC.

Check Point TAC will either initiate replacement of the FRU (Field Replacement Unit) of the faulty part (such as, power supply, fan, hard disk, etc.) or decide on Full Unit Replacement.

Check Point TAC will send the required hardware to the appliance's physical location (the address as it appears in *Check Point*'s record in the User Center and as verified with the customer opening the *Support Service Request*). It is the customer's responsibility to update the correct shipping address.

The shipment will be made on the next business day, from the nearest logistical location, with a target of delivery on-site within 2-3 business days.

The customer is expected to ship back the faulty appliance (or replaceable unit) as instructed in an instruction guide within the *RMA* box –this shipment should happen no longer than 5 days from the arrival of the *RMA*.

4.1 WEB SUPPORT

URL: <https://support.checkpoint.com>

Access to Product Documentation

Customer is entitled to access the restricted *Check Point* Product Documentation Internet Web pages that contain general technical information about *Check Point Software*, including by way of example any known anomalies or corresponding corrections in the *Software*. *Customer* access to the *Check Point* Internet Web page shall include access to all capabilities provided to any other commercial *Customer*. The information is made available as *Check Point* releases it for general distribution.

SecureKnowledge Database

Customer is entitled to Advanced access to the *Check Point Software Technologies SecureKnowledgeSM* Database, an online self-service database and official repository of technical information to help engineers independently diagnose and solve installation, configuration, and upgrade problems. This Web-based problem-resolution tool enables engineers quick-and-easy access to a broad range of solutions based on reliable, timely information. When a solution is identified to solve an issue, *Check Point* may share this solution with *Customer* via email or verbal communication.

Access to Software Subscription Deliverables

Customer is entitled to access the restricted *Check Point* Download Section. This access is restricted for the sole use of the *Customer*.

Software Subscription includes software product upgrades, Feature Packs, Service Packs, and Hotfixes for the contract term. *Software Subscription* also includes regular Enterprise product review, coverage synchronization with auto-renewal. *Software Subscription* guarantees that Secure Virtual Network solutions are kept as current as possible through the latest product enhancements and capabilities. For *Major Product releases*, *Check Point* ships a *Software* upgrade package to *Software Subscription customers*. For minor *Software* upgrades, Service Packs, and Hotfixes are conveniently available for electronic download.

5.1 SOFTWARE VERSIONS COVERED

Check Point will provide *Support* for the current *Major Release* and the immediately *Previous Sequential Release* of the *Check Point Software*. *Check Point* agrees to use reasonable commercial efforts in providing *Customer* with telephone, Web, and email request assistance for all of the *Software* versions covered. *Check Point TAC* team members may refer *Customer* to a Hotfix, Service Pack, Feature Pack, and/or *Major Release* to resolve an issue.

For *Appliance* related issues, the supported version includes the combination of the exact Hardware model number and specification with the *Check Point Software* installed on it. Notice that support might be given only if no Hardware modification were done to the appliance (addition of hardware components, removal of components, modification of components) – unless in accordance with *Check Point* guidance.

6.1 ESCALATION

Some work items (especially those associated with critical situations) may need to be expedited. When this becomes the case, *Customer* will notify *Check Point* of the critical situation and *Check Point* will agree to work with *Customer* on providing the appropriate solution for each critical situation. If appropriate, *Customer* can also contact the Service Account Coordinator.

If *Check Point* determines that sufficient information has been provided by *Customer* and the escalation is accepted, work on resolving the escalation begins in accordance to *Check Point* standard business practices. Upon request, *Check Point* may provide an action plan to *Customer* that may include (but not limited by): *problem statement, next action items to resolve the issue and some time estimates on these action items*.

6.2 INTERNAL CHECK POINT ESCALATION PROCESS

When an issue needs internal escalation, an issue receives a combination of increasing levels of engineering expertise and higher levels of management.

Once an issue is internally determined to be receiving the appropriate level of engineering and managerial attention in accordance with *Check Point* standard business practice, then, except in the case of a *Customer*-initiated escalation in accordance with Section 6.3 below, then that issue need not be escalated to a higher resource level until the severity of the issue increases or progress toward resolution ceases or is unduly delayed.

6.3 MANAGER ESCALATION PROCEDURE

Regardless of the total elapsed time of an outstanding *Service Request*, the point of escalation is initiated at the engineering level, escalated to the Team Lead(s), followed by Supervisor(s), and then the *TAC Manager(s)*.

Should an issue require managerial attention, a Technical Services team member will, upon request from the *Customer*, connect *Customer* to a manager directly.

If the *Customer* does not feel that the issue is moving forward in an appropriate timeframe to closure, the first action should be to call TAC and speak with a TAC Team Member.

7.1 CUSTOMER OBLIGATIONS

Customer agrees to the following:

1. All *Customer* personnel contacting *Check Point* for *Support* must be fully trained about both the *Major Release* of the *Check Point Software* and the current issue with which *Customer* requires assistance.
2. *Customer* agrees that contact with *Check Point* will be through the specified number of *Designated Contacts*. The ability to add additional contact(s) may be purchased per prevailing program guidelines.

7.2 NAMED DESIGNATED CONTACTS

Check Point requires that *Designated Contacts* be identified in the *Check Point* User Center with person-specific email addresses.

1. As a security company, it is important to know and authenticate with whom *Check Point* is working. Person-specific email addresses assist in identifying valid contacts.
2. *Designated Contacts* are named contacts within the *Customer* User Center Account.
3. Access to *Software Subscription* downloads is a deliverable with *Customer*. Encryption access is based on federal export restrictions, which require person-specific named accounts.
4. SecureKnowledge is a deliverable within the *Support* offering. SecureKnowledge access is based on individuals, not an alias.
5. The *Customer* can always "CC" their *Support* alias (if they have one and if they so choose) and *Check Point* will "Reply All" in the *Service Request* response, alleviating concerns the *Customer* may have on situations where the contact who originally opened the *Service Request* is "out of the office" but the organization has other *Support* experts on hand working the issue.

7.3 NONCONFORMANCE

If *Customer* is unable to complete, or requires assistance in, the diagnosis of a reported problem, then *Check Point* can aid *Customer* to perform a diagnosis. If *Check Point* determines the problem is due to nonconformance to published specifications of a *Software* version, or another substantial *Check Point*-related problem, then *Check Point* shall provide any *Software* fix for the reported nonconformance that may be available at the time the problem is reported. If there is no such available fix, *Check Point* shall use reasonable commercial efforts to remedy such nonconformance, which may include a *workaround* or other temporary fix to the *Software*. If a *workaround* or other temporary fix to the *Software* is provided, *Check Point* shall make reasonable commercial efforts to include it in a subsequent *Software* updates.

7.4 REPORTING NON-CHECK POINT ERRORS TO CUSTOMER

Upon working the *Service Request* in normal processes and with appropriate management review, if at that point *Check Point* believes that a problem reported by *Customer* may not be due to an error in the product *Check Point* will so notify *Customer*. At that time, *Customer* may (1) instruct

Check Point to proceed with problem determination at its possible expense as set forth herein; or (2) instruct *Check Point* that *Customer* does not wish the problem pursued at its possible expense. If *Customer* requests that *Check Point* proceed with problem determination at its possible expense and *Check Point* determines that the error was not due to the error in the product, *Customer* shall pay *Check Point*, at the *Check Point* then-current standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. *Customer* shall not be liable for:

1. Problem determination or repair to the extent problems are due to anomalies in the *Check Point* product or
2. Work performed after *Customer* has notified *Check Point* that it no longer wishes problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by *Check Point*). If *Customer* instructs *Check Point* that it does not wish the problem pursued at its possible expense or such determination requires effort in excess of *Customer* instructions, *Check Point* may, at its sole discretion, investigate the anomaly with no liability thereof.

8.1 EXCLUSIONS

Check Point shall have no obligation to *Support*:

1. Altered, damaged, or modified product or any portion of the product incorporated with or into other *Software* or product not specifically approved by *Check Point*;
2. Product that is not the current *Major Release* or immediately *Previous Sequential Release*;
3. Product problems caused by *Customer* negligence, misuse, or misapplication, use of product other than as specified in the *Check Point* user manual, or in any other causes beyond the control of *Check Point*;
4. Product installed on any computer hardware that is not supported by *Check Point*; or
5. Product not purchased from the *Check Point* Price List.

Check Point shall have no obligation to *Support Customer* if:

1. Appropriate payment for *Customer Support* has not been received by *Check Point*; or
2. *Customer* annual *Support* term has expired without renewal.

9.1 COMMUNICATIONS

Critical situations may require the parties to use the telephone for immediate communications. The parties will follow up such communications via an electronic interface, such as email or Web update. For tracking and recording purposes, each party is responsible for funding the cost of this communication at their own locations.

In circumstances where materials have to be exchanged using facsimile, courier services, or other delivery services, each party is responsible for funding the cost of these exchanges at their own locations.

9.2 SLA UPDATES

This *SLA* and related Technical Services *Support* Program details are operational in nature and may be modified at any time by *Check Point*. *Check Point* will take appropriate measures to inform *Customer* of modifications and will provide *Customer* the right and window of time to review any proposed change, discuss it with *Check Point*, and terminate the *Customer* relationship without penalty if all parties cannot abide by the revisions.

This *SLA* supersedes any previous service level agreements.

10.1 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, *CHECK POINT* WILL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL, CONTRACTUAL, OR EQUITABLE THEORY FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION OF LIABILITY OR LIMITED REMEDY, *CHECK POINT'S* ENTIRE AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY *CHECK POINT* UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE PARTICULAR *CHECK POINT* PRODUCT(S) THAT CAUSED THE LIABILITY.

10.2 TERM

Support shall be provided in annual terms and shall be renewable to the then-current *Support* program when *Check Point* is notified of *Customer's* intent to renew the existing contract, or *Check Point* is notified of *Customer's* intent to change *Support* program level. Warranty on *Check Point* hardware products can only be renewed for a maximum of three (3) years.

10.3 TERMINATION

Check Point may terminate this SLA in the event *Customer* has not made the applicable payments for the designated *Support* program. *Check Point* shall provide a 30-day cure period prior to termination. *Support* payment terms are net thirty (30), on date of the invoice.

10.4 PROGRAM UPGRADES

Check Point permits upgrades of annual *Support* at any time during the term of the *Support* agreement. In the event a *Support* contract is terminated, *Check Point* shall not issue prorated refunds.

Notwithstanding the aforementioned, in the event *Check Point* modifies this SLA in accordance with Section 9.2, and such modification has or will have the substantially impact on the *Check Point Support* offering under this SLA, then the *Customer* may terminate said *Support* forthwith upon *Check Point* implementing any such modification and *Customer* may obtain a prorated refund for the remainder of the effective period.

10.5 FORCE MAJEURE

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to event outside the defaulting party's reasonable control, including without limitation, acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the period equal to the period of the excusable delay.

10.6 NONSOLICITATION

Customer agrees not to seek, offer or solicit offers of employment from *Check Point* employees, without the expressed written consent of *Check Point*. The above limitation shall be effective for the

term of this SLA and for a period of one (1) year following the termination of this SLA or any extension hereto.

10.7 ASSIGNMENT

Customer may not assign this agreement without the prior written consent of *Check Point*. *Check Point* may transfer its rights to any wholly owned *Check Point* subsidiary.

11.1 OFFICE LOCATIONS

Worldwide Headquarters:	Check Point Software Technologies Ltd. 5 Ha'Solelim Street, Tel Aviv 67897, Israel Main Tel: +1 972-3-753-4555 Main Fax: +1 972-3-575-9256
U.S. Headquarters:	Check Point Software Technologies, Inc. 800 Bridge Parkway Redwood City, California 94065 Main Tel: +1 650-628-2000 Main Fax: +1 650-654-4233
Worldwide Technical Services:	Check Point Software Technologies, Inc. 8333 Ridgepoint Drive, Suite 150 Irving, Texas, 75063 Main Tel: +1 972-444-6625 Main Fax: +1 972-444-6552
Check Point Web Site:	http://www.checkpoint.com
Check Point Support Site:	http://support.checkpoint.com
Support Programs:	http://www.checkpoint.com/techsupport/
Support Services:	http://www.checkpoint.com/services/
Support FTP site:	ftp.ts.checkpoint.com , login as "anonymous"
User Center Site:	https://usercenter.checkpoint.com/