

Check Point SMB Support Service Level Agreement

SMB SUPPORT TERMS AND CONDITIONS

This Check Point SMB (Small to Medium Business) Support Program Service Level Agreement (“Agreement”) is an agreement between you (both the individual purchasing Check Point SMB Support and any legal entity on whose behalf such individual is acting) (hereinafter “Customer”) and Check Point Software Technologies Ltd. (hereinafter “Check Point”). The purpose of this Agreement is to specify the services and commitments with respect to SMB technical support and/or hardware replacement services for the Check Point SMB products purchased.

1. CHECK POINT PRODUCT REGISTRATION AND ACTIVE SUPPORT CONTRACT REQUIRED

Products for which support is requested must be registered with Check Point and covered by an active support contract. If Customer’s support contract is expired, Customer will need to contact its Check Point reseller to reinstate support. If Customer does not have an active support contract, Customer should contact a local Check Point reseller for assistance in purchasing a new support contract.

2. CONTACTING CHECK POINT TAC TO OPEN A SUPPORT CASE

Customer’s access to Check Point’s Technical Assistance Center (“TAC”) will be by live chat.

By Telephone:

Canada: +1 (888) 361 5030 or +1 (613) 271 7950

US: +1 972 444 6600

APAC: +61 (28) 014 9211

Choose Option 4

By Live Chat: Log into User Center, under the “Support” Tab, select “Live Chat” icon. Live Chat is for quick and simple questions about Check Point products and services. Any issue that requires troubleshooting must be submitted by web request.

Availability and accessibility of TAC is in accordance with the specifications of this Agreement.

TAC Availability	5X8 Business Days
Unlimited Service Requests	Yes

3. ADVANCE REPLACEMENT

With Check Point hardware support, Customer is entitled to Advance Hardware Replacement service on the hardware. After TAC determines that the hardware issue is related to a malfunction of one of the appliance components, Check Point will provide Advance Hardware Replacement of the faulty hardware product via next business day (NBD) shipment.

4. TARGETED SERVICE LEVELS

Check Point TAC will use commercially reasonable efforts to respond to Customer requests based on the severity of the issue.

Severity levels and corresponding targeted response times are defined as follows:

Severity Level	Description	Targeted Response Time
Severity 1	Customer's production network is down, causing critical impact to business operations if service is not restored quickly. No work around is available.	0 – 4 hours
Severity 2	Customer's production network is severely degraded, impacting significant aspects of business operations. No work around is available.	4 – 8 hours
Severity 3	Customer's network performance is degraded. Network functionality is noticeably impaired, but most business operations continue.	24 – 48 hours
Severity 4	Customer requests information regarding product capabilities, installation or basic configuration.	48 hours

Note: Check Point does not guarantee the resolution of a problem within the times specified.

5. WEB-BASED SUPPORT

Check Point web-based Support available at URL:<https://support.checkpoint.com> provides Customer with access to:

- (a) Documentation, containing product documentation, release notes, troubleshooting guides and technical white papers about Check Point software and hardware products, as releases become generally commercially available.
- (b) SecureKnowledgeSM, a self-service knowledge base, restricted repository of thousands of technical documents as well as tools covering everything from planning installation and upgrades, to understanding error messages and fixing specific known issues. Technical solutions, how-to's, and troubleshooting documents written by Check Point engineers and technical staff are added daily. When a solution is identified to solve an issue, Check Point TAC may share this solution with Customer via email or verbal communication.

As part of Check Point's SMB Support, Customer will be granted with Advanced access to Check Point's Knowledge Center.

- (c) Product Forums, containing shared knowledge of Check Point products and solutions within an online community of customers, partners and employees, as well as news on Check Point products and technologies. Support customers can view and post on the discussion threads in all Forums.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER CHECK POINT NOR ITS SUPPLIERS WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER CHECK POINT OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (i) ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS; OR (ii) FOR COSTS OF PROCUREMENT OF SUBSTITUTE

GOODS, TECHNOLOGY OR SERVICES; OR (iii) FOR ANY CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE, FOR ANY AMOUNT IN EXCESS OF THE PRICE PAID TO CHECK POINT FOR SUCH DEFECTIVE PRODUCT(S) OR SERVICE; OR (IV) FOR ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS, ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNT PAID TO CHECK POINT HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

7. PROGRAM UPDATE

This Agreement and related Check Point Support plan 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 any modifications and provide the opportunity to review and discuss the change with Check Point and terminate the customer relationship without penalty if all parties cannot abide by the revisions. This Agreement supersedes any previous service level agreements.