

# Diamond Amendment

To the Check Point Direct Support Program Service Level Agreement

Rev. April 1, 2011



This Amendment (the "Amendment") is made effective \_\_\_\_\_, 20\_\_, by and between **Check Point Software Technologies Ltd.** ("Check Point") and \_\_\_\_\_ ("Customer").

**WHEREAS**, the parties have previously entered into an Check Point Direct Support Program Service Level Agreement for Enterprise Software Subscription utilizing the Premium or Elite Support Level ("Premium or Elite SLA") and the parties wish to amend the Premium or Elite SLA to reflect the additional benefits of the Diamond Support Program ("Diamond Support Program") by incorporating the changes defined below;

**NOW THEREFORE**, in consideration of the mutual covenants, representations, promises, obligations and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Term**

The term of the Diamond Support Program is intended to be co-terminus with Customer's existing Premium or Elite SLA. In the event this is not a renewal with an existing support program and Customer purchases a Diamond Support Program for a Term of less than one (1) year, then the offerings and charges shall be pro-rated based on the table set forth in Check Point's price list, rounded down to the nearest integer, and shall terminate with the expiration of the existing Premium or Elite SLA. Cost for Additional Onsite Assistance for a Diamond Support Program with a Term of less than one (1) year shall be quoted separately by Check Point.

**2. Technical Contact Person**

The Diamond Support Program provides Customer with a designated named Diamond Technical Contact person and direct contact phone numbers. Every pre-determined period between Customer and the designated engineer (target is once every 1-2 weeks), there will be a conference call between the Customer and the designated engineer to review all progress on current pending issues, and to discuss on-going plans to allow better preparation to them. Once a quarter, the designated engineer will send Customer a report outlining services rendered in the past quarter.

**3. Onsite Consultations**

Customer's onsite consultations included in the chosen Diamond Support Program consists of a certain number of days (per the table below). The number of days utilized by Customer in each onsite visit shall be at Customer's sole discretion, according to its personal needs. Notice that any such visit lasting less than 3 days will cause T&E expenses to be billable to Customer.

Onsite assistance included in the chosen Diamond Support Program shall be coordinated with Check Point at least two weeks in advance, excluding emergency onsite requests, in which case, Check Point will use commercially reasonable efforts to provide earlier onsite assistance.

	<b>Diamond-1</b>	<b>Diamond-2</b>	<b>Diamond-3</b>
Products Install base	>1M\$	500K\$ - 1M\$	Up to 500K\$
Phone Consultation (half days)	6	4	2
On-site Consultation days	10	7	4



#### **4. Additional Onsite Assistance**

For any onsite assistance required in addition to the amount specific to the chosen Diamond Support Program, Customer shall be charged at the rates set forth in Check Point's price list, plus travel expenses. Customer shall submit a purchase order to Check Point and shall coordinate the request with Check Point at least two weeks in advance, excluding emergency onsite requests, in which case Check Point will use commercially reasonable efforts to provide earlier onsite assistance.

#### **5. Phone Consultations**

Customer's phone consultations included in the chosen Diamond Support Program consists of a certain number of up-to 4 hour block (per the table above). In these consultations, Customer can consult with a Check Point expert on any issue in his deployment (networking, security, planning, auditing, etc.). These consultation hours are on top of the ongoing handling of support related issue, weekly conference calls etc.

#### **6. Appliance RMA Process**

With respect to Check Point appliances only ("Appliances")\*, the Diamond Support Program provides Customer with RMA Diamond service. Upon receiving an RMA request with the details on the Appliance related issue, Check Point TAC will process the RMA immediately without performing the usual diagnostic steps. Check Point's preference is that an active CCSE certified engineer from the Customer's staff will perform troubleshooting and determine that an RMA is required. In any case, if the rate of "false positives" determinations (i.e. cases where the Customer requested RMA turns out not to be needed and no problem was found in the returned machine) is higher than 20% annually, this privilege might be revoked and Check Point will require troubleshooting and diagnosis to be done with the Check Point engineer before an RMA is approved and processed. As Diamond Support Program is co-terminus with Customer's existing Premium or Elite SLA, Customer may purchase a Premium or Elite 4-Hour On-site service for expedited RMA delivery.

\* This Section 6 does not apply to appliances utilizing third party-vendor servers and platforms.

#### **7. Access to SecureKnowledge**

In addition to its current Advanced Access to SecureKnowledge, Customer shall receive access to the Expert section in SecureKnowledge. The information contained there is provided "as is" and without warranty and shall be kept confidential by Customer. Customer may use the information for its personal use only and shall not disclose it to any third party without the written consent of Check Point.

#### **8. Access to Downloads**

Customer shall receive access to certain additional information and tools used by Check Point Technical Services as well as Check Point Certified Support Partners. The information and tools are provided "as is" and without warranty of any kind and shall be kept confidential by Customer. Customer agrees to be bound by the terms of the "download disclaimer" as it appears in the Download Section. Customer may use the information and tools for its personal use only and shall not disclose it to any third party without the written consent of Check Point.

#### **9. Meet the Experts**

Customer will be able to send three to six employees to Check Point's annual "Meet the Experts" conference and meet with Check Point executives, senior managers, developers, and engineers. Customer will have an opportunity to discuss its particular issues and



needs, product features, development plans, with all information kept strictly confidential. Customer may only send employees of their company who are approved by Check Point, and these employees must sign a confidential non-disclosure agreement as part of their attendance.

### 10. Hot Labs

At Customer's request, Check Point will maintain updated configuration information of Customer's network and specific configurations. Particularly, Check Point will maintain CPinfo files and MDS Backup files of Customer's management station(s) as well as applicable enforcement points. Check Point will use commercially reasonable efforts to work with Customer to efficiently simulate and emulate critical business systems as needed.

### 11. Effect of Amendment

This Amendment is intended only to effect the changes specifically set forth herein and all other terms and conditions of the Premium or Elite SLA shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto signify their assent to the terms and conditions set forth by their signatures below.

#### Customer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Check Point Software Technologies Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

