

Check Point Backline Assistance for Collaborative Enterprise Support

1. Introduction to Check Point Backline Support

A. Welcome. As part of its Collaborative Enterprise Support solution, which combines the capabilities of a local Certified Collaborative Support Provider (“CCSP”) partner, Check Point Software Technologies Ltd. (“Check Point”), is pleased to provide customers with designated backline support functions to expedite the resolution of severe and complex problems.

B. Point of Contact. Under Collaborative Enterprise Support, the CCSP is the primary point of contact for customer’s support needs. For issues that cannot be resolved for some reason by the CCSP, Check Point provides the CCSP access to Check Point’s Technical Access Center for escalation of service requests requiring backline support for customer problem diagnosis and resolution. Once an issue is escalated by the CCSP to Check Point, Check Point’s support team will open a service request in SecureTrakSM, Check Point’s online service request system, and then send the customer an email with request details so it can view and track its request anytime.

2. Bug Fixes and Functionality Upgrade

The table below defines the eligibility for software subscription (including, hotfixes, service packs, feature packs, and major upgrades) and fixes (i.e., bug fix and Hot Fix Accumulators or “HFAs”), according to the applicable program levels, with the highest level shown as Co- Premium.

Type	Co-Premium	Co-Standard
Major Releases, Service Packs and Feature Packs	Yes	Yes
Fix (bug fix HFA)	Yes	Yes

According to the above chart, every level of support includes bug fixes and HFAs to ensure continued maintenance and functionality of the Check Point products. Software upgrades are included as part of the higher program levels, thereby maximizing customer’s security with the latest applications, features and technologies as they become available.

3. Term

The support term for each level is for 12 months. Backline support is provided starting from the date the customer purchases a program level, through the duration of such program agreement.

4. Response Time, Availability and Resource Commitment

A. Urgent Support from Check Point. Check Point offers committed response times, and, for the highest program level, direct access for Severity 1 issues. “Severity 1” means an error, requiring immediate solution isolated to software that renders that product inoperative or causes the product to fail catastrophically, thereby critically impacting business operations (e.g., major system impact or system down), which cannot be reasonably circumvented. For Severity 1 issues, the table below defines the relevant support features.

Support Feature	Check Point Backline Support to CCSP Severity 1 Issues		Commitment
	Co-Premium	Co-Standard	
Availability	24 x 7	24 x 7	Check Point will commit the necessary resources around the clock for problem resolution, to obtain work-around, or reduce the severity of the error.
Response Time	30 minutes*	30 minutes*	
Ability to contact Check Point Directly	Yes	No	

**Note: Check Point does not guarantee the resolution of a problem within the times specified above. Check Point will use reasonable commercial efforts to resolve each reported problem in an expeditious fashion.*

B. Response Times and Fast Path Escalation.

Check Point's backline support is made available to the CCSP's designated contacts, 24 hours a day, 7 days a week, for immediate support of customer's most urgent issues, as set forth above. Specific response times for Severity 1 issues vary depending on the program level, with a 30 minute response time for Co- Standard and Co-Premium support. For Severity 1 issues, customers may contact Check Point: (i) indirectly, through the CCSP, under the Co-Standard plan; or (ii) directly, under the Co-Premium program level. Check Point's highest program level offers "Fast Path" escalation, ensuring support issues are handled at first contact by Check Point senior engineers.

5. Resources and Tools for Customer

Check Point's support provides expanded access to online, self-service tools as follows:

A. SecureKnowledge™ Database. Customer is entitled to advanced access to the Check Point's SecureKnowledge database.

<https://secureknowledge.checkpoint.com>.

B. SecureTrakSM. Customer is entitled to view the status of its service request using SecureTrak. <https://securetrak.checkpoint.com>.

C. Access to Product Documentation Area.

Customer is entitled to access the restricted Check Point Product Documentation Internet web pages.

<http://www.checkpoint.com/support/technical/document>

D. Access to Software Deliverables.

Co-Standard & Co-Premium. Customer is entitled to access the restricted Check Point download section. For major product releases, Check Point ships a software upgrade package following an order from the customer.

6. Exclusions

Backline support from Check Point is not available for Check Point software:

i) that has been altered, damaged, modified, or incorporated with or into other software not specifically approved by Check Point; ii) that is not the current major release or immediately previous sequential release; iii) problems caused by the negligence, misuse, or use of such product other than as specified in the Check Point user manual; iv) Check Point software installed on any computer hardware that is not supported by Check Point; v) Check Point software not purchased from the Check Point price list; or vi) service requests by a customer when such customer is not or is no longer under a valid Collaborative Enterprise Support program.

7. Force Majeure

Check Point is not liable for any delay or failure in performance due to events outside of Check Point's reasonable control, including without limitation, acts of God, earthquakes, labor disputes, shortages of supplies, sabotage, actions of governmental entities, riots, war, fire, epidemics, or other circumstances beyond its reasonable control. The obligations of Check Point shall be extended on a day-to-day basis for the period equal to the period of the excusable delay.

8. Disclaimers and Limitation of Liability

CHECK POINT HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, CHECK POINT WILL IN NO EVENT BE LIABLE FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, 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 WITH

RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL, CONTRACTUAL, OR EQUITABLE THEORY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT TO THE CONTRARY OR THE FAILURE OF AN 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 PAID BY CUSTOMER FOR THAT PARTICULAR CHECK POINT PRODUCT THAT CAUSED THE LIABILITY, LESS REASONABLE DEPRECIATION FOR ANY PERIOD OF USE BY CUSTOMER DURING THE PRECEDING 12 MONTH PERIOD IN WHICH THE PRODUCT WAS OPERABLE.

9. 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.

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