

Check Point Direct Support Program Service Level Agreement

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Check Point Direct Support Program Service Level Agreement

DIRECT SUPPORT TERMS AND CONDITIONS

This Check Point Direct Support Program Service Level Agreement (the “Agreement”) is an agreement between you (both the individual purchasing the Support and any legal entity on whose behalf such individual is acting) (hereinafter “You” or “Your”) and Check Point Software Technologies, Inc. (hereinafter “Check Point”). The purpose of this Agreement is to specify the services and commitments with respect to direct Software technical support and/or Hardware replacement services for the purchased Check Point products.

1. DEFINITIONS:

“**Advance Hardware Replacement**” means a Hardware replacement service for Customers who have purchased Hardware Support, whereby after Check Point TAC approves an RMA, Check Point delivers a replacement to Customer’s Site before Customer returns the faulty hardware to Check Point.

“**ACE Partner**” means an authorized Check Point partner who is staffed with Check Point Certified Professionals and Appliance Certified Experts (ACE) in accordance with Check Point ACE Partner requirements.

“**Activation Date**” means the date a License Key is registered for activation of Software within the Check Point User Center.

“**Appliance**” shall have the meaning set forth in this Agreement for the term “Hardware”.

“**Business Day**” means normal working day in the time zone where the Customer is located.

“**CCTE**” means a Check Point Certified Troubleshooting Expert (CCTE) who provides advanced troubleshooting skills to investigate and resolve more complex issues that may occur while managing a Check Point security environment.

“**Certified Professional**” means an individual who has passed the appropriate current Check Point Certification Test(s) to demonstrate technical competency. The current minimum requirement of a Certified Professional is a Check Point Certified Security Expert (CCSE™) for the current Major Release of Network Software and Check Point Certified Troubleshooting Expert (CCTE).

“**Check Point**” means Check Point Software Technologies, Inc., the party to this Agreement with Customer to whom an order is issued under this Agreement.

“**Customer**” means the party identified as the purchasing organization to this Agreement with Check Point.

“**Designated Contacts**” means Customer named contacts, engineering resource individuals, who are established person-specific email addresses in the User Center account associated with the Customer Support contract. It is expected that these contacts will be Check Point Certified Professionals.

“**Device Number**” means a unique identifier of a hardware device, which can be located in a label on a Hardware Product. Check Point uses Media Access Control (MAC) Address, Serial Number (SN), or Service Tag Number (STN) as a Device Number, depending on the type of Hardware.

“**Documentation**” means user and technical manuals provided by Check Point for use with the Software and Hardware.

“**Endpoint Security Product(s)**” means Check Point product(s) with an Endpoint device security focus.

“**Enhancement**” means all Software changes, including new releases, new versions, product improvements, system modifications, updates, upgrades, Service Packs, Feature Packs, field modifications, and all Hardware changes, including official Check Point Hardware product enhancements and accessories.

“**Error**” means an Error in the product, which degrades the product as defined by the Severity definitions, as compared to Check Point published functionality and performance specifications.

“**Hardware**” means a computing device and/or its component with a specific function and limited configuration ability. The Hardware is sold by Check Point for the purpose of executing the specific Check Point Software supplied with it.

“**Information**” means any idea, data, program, technical, business, or other intangible information, however conveyed.

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“Intellectual Property” means 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” means the ability to provide general pre and post-sales product information; hardware and software configuration; questions on upgrade Support; collect relevant technical problem identification information; perform base problem determination; provide basic Support on the standard products, protocols and features; replace Field Replaceable Units (FRUs) or whole Hardware units.

“Level 2 Support” means the ability to provide Level 1 Support plus the ability to resolve the majority of misconfigurations, troubleshoot and simulate complex configuration, hardware, and software problems; perform Hardware diagnostics to determine Hardware malfunction; 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 Support on all products, protocols and features; have the ability to analyze traces, diagnose problems remotely, and provide Customer with complete steps to reproduce a problem.

“Level 3 Support” means the ability to provide Level 1 and Level 2 Support 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 Level 2 Support; work with Customers to resolve critical situations, and building action plans with Customers to address complex issues.

“License Key” means code provided by Check Point, which activates the Software and enables the Software to operate.

“Major Release” means the current issuance of Software and/or Hardware that is designated by Check Point, as a change in the number or name, signifying a new product level. Hot Fix Accumulators (HFAs), Hotfixes, and/or Feature Packs do not constitute a Major Release change.

“Network Security Product(s)” means Check Point product(s) with network security focus.

“Previous Sequential Release” means Release of Software or Hardware, which has been replaced by a subsequent version of the product.

“Release” means Major Release of the same product.

“Problem Resolution” means 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 hardware, reinstalling the software, etc.

“Respond” means addressing the initial request and taking ownership of the issue.

“Response Time” means the amount of time elapsed between the initial contact by Customer to Check Point TAC and the returned response to Customer by Check Point support staff.

“RMA” means Return Material Authorization (RMA), the process of replacing a faulty Hardware or a component of a Hardware product. The process must be authorized by Check Point TAC.

“Service Level Agreement (SLA)” means the Customer Service Level Agreement (SLA) that identifies the features and defines the processes involved with the delivery by Check Point of various support functions to Customer, as presented by this document’s: (1) Direct Support Term and Conditions; and (2) Exhibit A – Check Point Direct Support Plan Descriptions.

“Service Request (SR)” means a single issue opened with Check Point TAC. The SR number identifies the Service Request. The format for the unique SR number can be as follows: 1-nnnnnnnnn or 11-nnnnnnnn (“n” is a digit).

“Severity” Definitions for Network Security product(s):

“Severity 1” means

- (a) an Error with a direct security impact on the product;
- (b) an Error isolated to Software or Appliance in a production environment that renders the product inoperative or causes the product to fail catastrophically; e.g., critical system impact, system down;
- (c) a reported defect in the licensed product in a production environment, 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; or

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(d) inability to use the licensed product or a critical impact on operation requiring an immediate solution.

“Severity 2” means

- (a) an Error isolated to Software or the Appliance that substantially degrades the performance of the product or materially restricts business; e.g., major system impact, temporary system hanging;
- (b) 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; or
- (c) ability to use the licensed product, but an important function is not available, and operations are severely impacted.

“Severity 3” means

- (a) an Error isolated to the Software or Appliance that causes only a moderate impact on the use of the product; e.g., moderate system impact, performance/operational impact;
- (b) 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, while the defect can be easily circumvented; or
- (c) an Error that can cause some functional restrictions but it does not have a critical or severe impact on operations.

“Severity 4” means

- (a) 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; or
- (b) an anomaly that may be easily circumvented or may need to be submitted to Check Point Research and Development as a request for enhancement.

“Severity” Definitions for Endpoint Security product(s):

“Severity 1” means

- (a) an Error with a direct security impact on the product; or
- (b) an Error isolated to Software, for which there is no reasonable Workaround, which renders the product inoperative, causing the end-point devices to fail catastrophically, affecting more than 1000 end point devices or 35% of deployed client base (in any case more than 100 affected end-point devices) within a production environment (not pre-deployment or staging) where end-point devices have been interrupted and not recovered; e.g., severe and general deployment wide system impact, systems are down, making end-point devices unable to perform (even with reduced performance) necessary business operations even after a change of, and/or addition of procedures, configurations, applications, tools and/or data.

“Severity 2” means

- (a) an Error isolated to Software, for which there is no reasonable workaround, which substantially degrades the usability of the end-point devices, restricting the usage of and/or access to one or more necessary business functions without completely restricting the use of the licensed product, affecting more than 500 end-point devices or 25% of deployed client base (in any case more than 50 affected end-point devices) within a production environment (not pre-deployment or staging) where the end-point devices and/or Software may have been interrupted but recovered, in part or completely; e.g., end-point devices are operative but with limited capacity, substantially impacting the end-point devices’ ability to perform one or more necessary business functions; end-point devices and/or Software are operative, but an important product function is unavailable or not operating; end-point devices and/or Software may have been interrupted but recovered, in part or completely; inability to connect to the Internet /Intranet; or
- (b) an Error causing severe Software deployment/upgrade problems without prohibiting necessary business operations, affecting more than 500 end-point devices or 25% or more of the actual/intended client base (at least 50 devices affected); it may, or may not, be possible to circumvent the error, e.g., inability to install and/or upgrade product, without prohibiting the end-point devices ability to perform necessary business operations; or business operations are not prohibited but may run with reduced performance.

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“**Severity 3**” means

- (a) an Error isolated to Software, for which there is a reasonable Workaround, or an Error that causes only a minor impact on the end-point client. Restriction in usage of one or more features of the licensed product with minor impact of necessary business functions. The Error can cause some functional restrictions but it does not have a critical or severe impact on operations, e.g., the end-point device is operational but may experience performance or operational limitations; or
- (b) an Error isolated to Software only affecting one or a limited number of individual end-point devices, that is not common for the installed end-point device population; it may, or may not, be possible to circumvent the error, e.g., an individual end-point device(s) is encountering issues not common for deployed end-point device client base.

“**Severity 4**” means a reported anomaly in the licensed product that does not substantially affect end-point ability to perform normal business operations. This is a minor problem and does not constitute any significant limitation to products ability to allow normal business operation. An anomaly may be easily circumvented, e.g., a product cosmetic anomaly or documentation flaw; end-point devices and/or Software may have been interrupted but recovered.

“**Site**” means the physical location where System(s) are installed as specified by Customer in Customer’s User Center account.

“**Software**” means 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**” means registered access to modifications, corrections, and/or updates to Software; including Hot Fix Accumulators (HFAs), security fixes, Feature Packs, and/ or major upgrades, provided to Customer by unlimited web download access or by mail upon Customer’s request. Software Subscription is a deliverable for all Support Contracts.

“**Shelf Spare Unit(s)**” means Check Point Hardware unit(s) that is stored at Customer’s Site and which is reserved for Hardware replacement usage only in case of failure of Customer’s Hardware which is covered under Check Point On-Site Hardware Support Plan.

“**Support**” means the technical Support and Hardware replacement services provided by Check Point directly to Customer as set forth in this Agreement.

“**Support Plan**” means the direct Support program offering options and benefits set forth on [Exhibit A](#).

“**System(s)**” means the Hardware, Software and Documentation that have been provided to Customer by Check Point or Check Point’s authorized resellers/partners.

“**TAC**” means Check Point Technical Assistance Center, which is staffed by Check Point Support personnel providing assistance with diagnosis and resolution of defects and/or failures in Check Point products.

“**Workaround**” means a change in the followed procedures or data to avoid error without substantially impairing use of the product.

2. CHECK POINT SUPPORT OBLIGATIONS:

A description of Check Point’s direct Support offerings is set forth on [Exhibit A](#), attached hereto. Upon Check Point’s acceptance of a valid purchase order, and corresponding payment for that Support offering selected, Customer will be entitled to receive Support according to the features and benefits provided under that offering, subject to the terms and conditions of this Agreement.

2.1 Technical Support:

For Customers covered under a valid Check Point Support offering, technical Support will be provided pursuant to the terms of Section 5 TECHNICAL SUPPORT. Check Point agrees to provide Support, where appropriate, to Customer, which may include but is not limited to, the following actions:

- (a) Provide Customer with access to product update releases, related Documentation and knowledge articles, upon general commercial release;

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- (b) Provide Customer with access to TAC Technical Representatives, who will work with Customer to diagnose issues, and provide Problem Resolutions, including escalating the issue through TAC management as needed.

2.2 Hardware Replacement. For Customers covered under Hardware Support, Check Point will use commercially reasonable efforts to provide Hardware replacement in accordance with the terms set forth in Section 4 HARDWARE REPLACEMENT.

2.3 On-site Hardware Support. For those Customers whose Hardware Support level includes an on-site service feature, upon Customer's request, after TAC determines that the hardware issue is related to a malfunction of one of the Hardware components, and after a repair action plan has been defined, Check Point will use commercially reasonable efforts to dispatch a Check Point Certified Onsite Technician or ACE Partner to the Site in accordance with the terms and timeframes of such plan as set forth on Exhibit A. Provision of on-site support is subject to the following limitations:

- (a) On-site Hardware Support is limited to Advance Hardware Replacement only; it does not include on-site service for Software troubleshooting or any Software related issues.
- (b) On-site Hardware Support service may not dispatch a certified technician on-site to help set up the RMA unit outside of Check Point's normal on-site service areas (<http://www.checkpoint.com/services/onsite-availability.html>). Under those situations, Check Point may provide a Shelf Spare solution under specific conditions to ensure a rapid unit replacement at the Customer's site. Customer will need to sign up for this service under a separate Shelf Spare Replacement Agreement.
- (c) On-site service response times may be dependent upon the Customer's Site address for the Hardware, the timely arrival of replacement parts at Customer's Site, and accessibility to the Site.

On-site Hardware Support is effective one (1) month from the day it was purchased.

Note: For full unit replacement, a technician will verify that the current base software image and hotfix level are installed and will restore a backup of the machine only if the prerequisite software image dependencies are preinstalled and the backup files are available onsite and handy.

2.4 On-site Software Support for Critical Severity 1 Issues. For those Customers covered under Elite Support, the Customer shall contact Check Point TAC directly by telephone. After TAC confirms that the matter is a Severity 1 issue, TAC and the Customer will work diligently, with highly skilled, experienced engineers to resolve the critical situation and to restore operation. In the case the criticality of the issue remains or no progress is made, after four (4) hours, Check Point will use commercially reasonable efforts to dispatch a local engineer to Customer's Site. If no local resources are available, travel arrangements will be made for the next available flight to the Customer's Site. The engineer will remain on-site until the issue is no longer defined as critical (an acceptable resolution or workaround was achieved) or up to three (3) days, with travel and expense included. Provision of on-site critical Severity 1 case support under Elite Support is subject to the following limitations:

- (a) An Elite Customer is entitled up to three (3) visits on-site a year as required to resolve critical Severity 1 cases.
- (b) For any additional days on-site that is required after the first 3 days, will be charged at a discounted rate of \$2,000 per day.
- (c) On-site critical case Support is limited to Software Support only, and does not include on-site service for Hardware issues and Hardware replacement. For On-site Hardware Support, please refer to Section 2.3 Onsite Hardware Support and Appliance Support SLA options as set forth on Exhibit A.
- (d) On-site critical case Support may not be available for some Check Point Software products or in some geographic regions, and may require a set-up period before it can be made available to Customers.
- (e) For Elite support service for critical issues, which requires fast arrival to the site, Check Point will cover all locations which are accessible within 12 hour elapsed commercial travel time from G7 countries hubs (US (mainland), UK, Germany, Italy, France, Japan, and Canada). In some remote locations, entry certifications requirements might add additional time to the engineer arrival on site.

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- (f) Elite Support is account based and requires that the entire User Center install base be covered by the Elite SLA. Elite may not be applied to cover only portions of the User Center's products.
- (g) It is necessary that Elite Customers commit the necessary resources around the clock (24x7) in working with Check Point TAC and/or the engineer towards Problem Resolution of Severity 1 Errors.

For Severity definitions for Network Security Product(s) or Endpoint Security Product(s), refer to Section 1 DEFINITIONS, "Severity" Definitions for Network Security Product(s) and "Severity" Definitions for Endpoint Security product(s).

2.5 Support Lifecycle.

- (a) Check Point provides Support on the then-current Major Release and the Previous Sequential Release of all the Software products covered under a valid Software support plan. Check Point will also provide commercially reasonable technical assistance on all Software Products for a minimum of four (4) years, starting from the general availability date of the product's Major Release version. 'General availability date' is defined as the date on which a product is officially made available for purchase, but Problem Resolution may be limited to the current Major Release of the product.
- (b) Check Point usually ends Software Support for a Major Release version only when the second subsequent major version has been released, or at least four (4) years have elapsed since the release of the major version in question. Check Point will provide End of Support notification for discontinued Software to Customer through an announcement posted on the Check Point Software Support Timeline website at URL: <https://www.checkpoint.com/support-services/support-life-cycle-policy/>
- (c) Check Point provides a comprehensive support lifecycle for its Hardware. Check Point TAC is available for Technical Assistance for up to five (5) years after Check Point's new appliance availability announcement. The supported version includes the combination of the exact Hardware model number and the specification with the Check Point Software installed on it.
- (d) For Software or Operating System installed on Check Point Hardware:
 - a. The then-current Major Release of the Software that was installed on the Hardware is fully supported until one (1) year after Check Point's new appliance availability announcement.
 - b. Maintenance releases/bug fixes are supplied for up to three (3) years after new appliance availability announcement. These fixes may require a Software upgrade by the Customer.
 - c. Fixes and Software upgrades will be supplied to handle support issues for up to five (5) years after Check Point's new appliance availability announcement. New Software releases may require the purchase of Hardware upgrades by the Customer.
- (e) Check Point provides Hardware Replacement for up to five (5) years after Check Point's new appliance availability announcement. Hardware shall be repaired or replaced with same or similar products when needed, at Check Point's discretion.
- (f) Check Point will provide the date of Check Point's new appliance availability announcement and End of Support notification for discontinued Hardware to Customer through an announcement posted on the Check Point Appliance Support Timeline website at URL: <https://www.checkpoint.com/support-services/support-life-cycle-policy/>.
- (g) Check Point reserves the right to modify Support Lifecycle policy at any time; notifications regarding changes in policy will be posted on the websites in Section 2.4 (b) and 2.4 (f).

2.6 Nonconformance. 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 under Check Point's Support plan, Check Point shall provide any Software fix for the reported nonconformance that may be available at the time the problem is reported. If no such fix is available, Check Point will use commercially reasonable efforts to remedy such nonconformance, which may include a Workaround or other temporary fix to the Software.

2.7 Exclusions.

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Support does not include the following items or actions:

- (a) Step-by-step installation of Software or Service Packs;
- (b) Onsite services (unless Customer's level of Support, as purchased, includes this feature), Professional Services, or Educational Services;
- (c) Modification of software code, security-policy configuration, audits, or security design.

Check Point shall have no obligation to Support:

- (a) An altered, damaged, or modified product or any portion of the product incorporated with or into other software, hardware, or products not specifically approved by Check Point;
- (b) Product problems caused by Customer negligence, misuse, misapplication, or use of the product other than as specified in the Check Point user manual, or any other causes beyond the control of Check Point;
- (c) Product installed on any computer hardware that is not supported by Check Point;
- (d) Product not purchased from the Check Point Price List;
- (e) Products subjected to unusual physical or electrical stress, misuse, negligence or accident, or used in ultra-hazardous activities;
- (f) Products that are past their End-of-Support date, as provided in Section 2.4 above.

Check Point shall have no obligation to Support Customer if:

- (a) Appropriate payment for Support has not been received by Check Point and Customer is unable to show reasonable proof of such payment to a reseller; or
- (b) Customer's annual Support term has expired without renewal.

2.8 Reporting Non-Check Point Errors to Customer. Upon working the Service Request under 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 Check Point product, Check Point will notify Customer. At that time, Customer may: (a) instruct Check Point to proceed with problem determination at Customer's possible expense as set forth herein; or (b) instruct Check Point that Customer does not wish the problem to be pursued at Customer's possible expense.

If Customer requests that Check Point proceed with problem determination at Customer's 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:

- (a) problem determination or repair to the extent the problems are due to anomalies in the Check Point product; or
- (b) work performed after Customer has notified Check Point that it no longer wishes problem determination to be continued at Customer's 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 Customer's 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.

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3. CUSTOMER OBLIGATIONS:

3.1 Staffing. All Customer personnel contacting Check Point for Support must be fully trained on both the Major Release of the Check Point Software and/or Hardware and the current issue for which Customer requires assistance.

3.2 Named Designated Contacts. Customer agrees that contact with Check Point will be through the specified number of Designated Contacts. Customer is responsible for specifying and updating valid Designated Contacts in the Check Point User Center with person-specific email addresses. Customer agrees that access to any Support deliverable, Software Subscription downloads and SecureKnowledge will be through these Designated Contacts, not any alias. The ability to add additional contacts may be purchased per the prevailing Support Plan program guidelines.

3.3 Network Access. To the extent possible, and as requested by Check Point, Customer understands that it may be necessary to provide Check Point or its authorized Technical Representative access to the affected network environment for any Severity 1 issue, or when Check Point determines that its Technical Representative needs to access Customer's network in order to remotely diagnose an issue. Customer understands that if access is not provided as requested by Check Point, problem determination will be slower or impaired.

3.4 Configuration Files. Customer agrees to maintain a backup of the configuration that can be used to restore the Hardware.

3.5 System Information. Customer must provide to Check Point information for each System under a Support Plan by registering all products in the Customer's User Center Account with accurate details:

- (a) Product License Key or Device Number;
- (b) Physical Site location of the Hardware product; and
- (c) Site contact person.

If Customer physically moves any Hardware from the original Site to an other location, Customer must inform Check Point of such change immediately with updated Site location and contact. It is Customer's responsibility to update such change in the Customer's User Center Account. Prior to Check Point's receipt of such notification from Customer, Check Point shall not be liable for any lapses in service coverage or Hardware delivery delays with respect to such Hardware.

3.6 Backup and Removal of Data.

To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Software or Hardware products under Support.

Where applicable, before receiving Hardware Replacement Services or before disposal or return of Hardware to Check Point, Customer agrees to:

- (a) backup and secure all programs and data contained in the Hardware;
- (b) securely erase all programs and data not provided by Check Point with the Hardware product. Customer acknowledges that, to perform its responsibilities under this Replacement Service, Check Point may ship all or part of the Hardware product or its Software to third party locations around the world, and Customer authorizes Check Point to do so; and
- (c) remove all features, parts, options, alterations, and attachments not provided by Check Point with the Hardware product, and ensure that the Hardware is free of any legal obligations or restrictions that prevent its exchange.

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3.7 On-site Access. Where applicable, Customer agrees to provide Check Point or its authorized partner with sufficient and safe access to Customer's facilities in order to permit Check Point to fulfill its obligations.

3.8 Shelf Spare Units. In the event that Customer has purchased Hardware Support with a Shelf Spare Replacement solution, Customer agrees that Check Point shall, at all times, remain the sole owner of the Shelf Spare Unit(s) stored at the Customer's premises. Customer agrees that each Shelf Spare Unit stored at Customer's on-site location is to be used ONLY in case of Hardware failure approved by Check Point's TAC. Each Shelf Spare Unit's on-site location will be required to take an inventory of Hardware physically in stock on a quarterly basis and provide the results to the Check Point Logistics at logistics-reports@checkpoint.com. If it has been determined that the Shelf Spare Unit on-site location does not have the relevant Check Point inventory in stock and the missing inventory cannot be found or accounted for, or if the inventory is damaged as result of Customer's practices, the item shall be considered lost, and Check Point shall have the right to seek reimbursement from the Customer at the standard Check Point list price.

In the case that Check Point will certify a local ACE Partner or subcontractor to provide the on-site Replacement Service, Check Point shall have the right to ask the Customer to send, at Check Point's expense, the Shelf Spare Unit from the Customer premises to the relevant partner at any time. In case this Support Plan is not renewed, Customer agrees to send the Shelf Spare Unit back to Check Point, or pay the full Check Point list price of a new unit.

4. HARDWARE REPLACEMENT:

4.1 Hardware Return Procedure. If a Hardware product or one of its component parts does not function during the Hardware Support period, and such nonconformance can be verified by Check Point, Check Point, at its election, will provide Advance Hardware Replacement service with a refurbished part /unit for the Hardware under the type of Hardware Support Plan Check Point designates for that Hardware. A defective Hardware product or one of its component parts may only be returned to Check Point upon Check Point's prior written approval. Any such approval shall reference a Returned Material Authorization ("RMA") number issued by an authorized Check Point service representative. To request an RMA number, Customer must contact Check Point TAC and open a Service Request. Customer should always register the Hardware Product in Customer's Check Point User Center account. If Customer does not register the Hardware Product with Check Point, Customer may be required to present proof of purchase as evidence of entitlement to Hardware Support service. The Hardware Product's Device Number will be required for all RMA cases.

Transportation costs, if any, incurred in connection with the return of a defective item to Check Point shall be borne by Customer. If such RMA Service orders are covered by Standard On-site, Premium On-Site or Elite On-Site SLA, then for the return of the defective item, Check Point will provide prep-paid shipment labels and customer will arrange pick-up of the defective item with the respective shipment service provider. Any transportation costs incurred in connection with the redelivery of a repaired or replacement item to Customer by Check Point shall be borne by Check Point; provided, however, that if Check Point determines, in its sole discretion, that the allegedly defective item is not covered by the terms and conditions of the Hardware Support Plan or that a claim is made after the Hardware Support period, the cost of the repair or replacement by Check Point, including all shipping expenses, shall be reimbursed by Customer.

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4.2 **Hardware Replacement Procedure.** For Customers who have purchased Support for their Hardware, Check Point will attempt to diagnose and resolve problem over the phone or web. Upon determination that the Hardware issue is related to a malfunction of one of the Hardware components, an RMA process will be initiated by Check Point TAC. Check Point TAC will either issue a replacement of the faulty part (like Power Supply, Fan, Hard Disk, etc.) or a full Unit Replacement. Check Point will send the required hardware to the Site location, as it appears in Customer's User Center and as verified with Customer when opening the Support Service Request, in accordance with the Hardware Support Plan Check Point designates for that Hardware.

Customer must ship back the faulty Hardware product (or replaceable unit) suitably packaged according to the guidelines, as specified by Check Point in the RMA letter shipped with the replacement, to a location that Check Point designates; return shipment of the faulty Hardware should be made within five (5) business days of the arrival of the replacement or approval of the RMA for Shelf Spare Unit usage, or pay standard Check Point list price of replacement for any Hardware.

4.3 **Dead on Approval (DOA).** If a defective Hardware product covered under warranty fails to operate within thirty (30) days from its activation, or no more than one hundred and twenty (120) days from the date of Check Point's shipment of the Hardware product, whichever is less, Check Point will provide expedited replacement of a new unit within two (2) business days from Check Point fulfillment hub, following confirmation of any such failure. Customers outside of the fulfillment hub region should allow for additional transit time due to international customs clearance.

5. TECHNICAL SUPPORT:

5.1 **Web-based Support.** Check Point web-based Support available at URL: <https://support.checkpoint.com> provides the Customer 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. Customer may have Advanced or Expert Access in accordance with their Support level and the specifications of this Agreement. When a solution is identified to solve an issue, Check Point TAC may share this solution with Customer via email or verbal communication.
- (c) **Software Subscription Downloads**, restricted download site for the sole use of the Supported Customer; includes latest product upgrades, Hot Fix Accumulators (HFAs), Feature Packs, security fixes, tools, and utilities for the contract term. Software Subscription guarantees that Check Point solutions are kept as current as possible through the latest product enhancements and capabilities. For Major Product releases, Customer may request Check Point to ship a Media Kit that includes Software upgrade package.
- (d) **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.

5.2 **Contact TAC.** Customer's access to TAC should be either by telephone, by web request, or by live chat.

- (a) By Telephone: Contact the nearest TAC (refer to URL: <http://www.checkpoint.com/services/contact/index.html>.) An Automatic Call Distribution System will prompt Customer to select appropriate Support Plan options. After Customer is directed to a TAC Technical Representative, Customer's email address must be provided. Once TAC verified Customer is a Designated Contact and account has a valid Support contract, TAC will inquire information about the issue and create a Service Request in the Check Point database.

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- (b) By Web Request: Log into User Center, under the “Support” Tab, select the “Create Service Request” link. Complete the request form with all of the appropriate information about the issue and submit the request. A Service Request will be generated in the Check Point database.

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

- (c) 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 requires troubleshooting must be submitted by telephone or by web request.
- (d) By Email: Check Point does not allow opening a Service Request via email. All requests should be opened by Telephone or 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 Check Point TAC.

Availability and accessibility of TAC is in accordance with the specifications of this Agreement, subject to the situations set forth in Section 8.1 Force Majeure.

	Standard	Premium	Elite
TAC Availability	5x9 Business Day	7x24 Every Day	7x24 Every Day
Unlimited Service Requests	Yes	Yes	Yes

5.3 Technical Support Procedures. Under Check Point’s Software support plan, Check Point TAC utilizes a multi-tier support model for Problem Resolution. When initial contact with TAC is made, a Technical Representative or Web Service Request Tool will validate Customer information, contract information, Device Number, 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.

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 Agreement. 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 thirty (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.

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5.4 Severity Level Response Time and Resource Commitment. Check Point agrees to use commercially reasonable efforts to respond to Customer requests based on the Severity of the issue as follows:

Severity Level	Response Time (in accordance with Support Plan)			Commitment
	Standard	Premium	Elite	
Severity 1	30 Minutes	30 Minutes	30 Minutes	Check Point and Customer will commit the necessary resources around the clock for Problem Resolution to obtain workaround or reduce the severity of the Error.
Severity 2	4 Hours	2 Hours	30 Minutes	Check Point and Customer will commit full-time resources during normal business hours for Problem Resolution to obtain workaround or reduce the severity of the Error and alternative resources during non-Standard Business Hours.
Severity 3	4 Hours	4 Hours	4 Hours	Check Point and Customer will commit full-time resources during normal business hours for Problem Resolution, to obtain workaround or reduce the severity of the Error.
Severity 4	4 Hours	4 Hours	4 Hours	Check Point and Customer will provide resources during normal business hours for Problem Resolution.

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

For Severity definitions for Network Security Product(s) or Endpoint Security Product(s), refer to Section 1 DEFINITIONS, "Severity" Definitions for Network Security Product(s) and "Severity" Definitions for Endpoint Security product(s).

The response times set forth in this Section 5.4 constitute targeted goals of the Technical Support to be provided by Check Point to Customer, and it is understood that Check Point shall use commercially reasonable efforts to respond to Customer requests within the target times set for the relevant Severity level. The parties acknowledge the potentially idiosyncratic nature of any issue, and agree that any sporadic failure to meet targeted times shall not constitute a breach of Check Point Support obligations under this Agreement.

5.5 Escalation Process and Procedure.

- (a) **Customer-initiated Escalation:** Under Check Point's Support plan, some work items (especially those associated with critical situations) may need to be expedited. When this becomes the case, Customer shall notify Check Point TAC of the critical situation. If TAC determines that sufficient information has been provided by Customer and the escalation is accepted, Check Point will work with Customer on providing the appropriate solution. 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 is not limited by): problem statement, next action items to resolve the issue and time estimates on these action items.
- (b) **Check Point Internal Escalation Process:** When TAC determines an issue needs internal escalation, the issue receives a combination of increasing levels of engineering expertise and managerial attentions in accordance with Check Point standard business practice. Except for the case of a Customer-initiated

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Escalation in accordance with Section 5.5 (c) below, that issue need not be escalated to a higher managerial level until the Severity of the issue increases or progress toward resolution ceases or is unduly delayed.

- (c) **Management Escalation:** If Customer feels that the issue is not moving forward in an appropriate timeframe to closure, and/or an issue requires managerial attention, for immediate escalation, Customer can either request Technical Representative to connect the Customer to a Team Leader or contact the Team Leader of the Technical Representative handling the case directly. Team Leader's contact details are located at the bottom of the Service Request email. Regardless of the total elapsed time of an outstanding Service Request, the point of escalation shall be initiated at the Technical Representative level, escalated to the Team Leader(s), followed by TAC Manager(s), the TAC Director(s), and then the TAC Vice President. For the most current list of Check Point TAC Escalation Management contacts, refer to Escalation Management link in Service Request Web tool in the User Center.

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. TERM and TERMINATION:

7.1 Term. Support shall be provided in annual terms and shall be renewable to the then-current Support Plan 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 its Support Plan level. The availability of Support contract renewal is limited for products that are subject to End-of-Support notices in accordance with Section 2.4.

In order to prevent a lapse in Support, Check Point, through a reseller, must receive purchase order for renewal prior to the expiration date of a Support contract. In the event renewal made after the expiration date, Support payment terms will be back-dated to the day following the expiration date of Customer's prior contract and invoiced according to Check Point's then-current list price.

7.2 Termination. Check Point may terminate this Agreement in the event Customer has not made the applicable payments to the reseller for the designated Support Plan. Check Point shall provide a 30-day cure period prior to termination.

7.3 SLA Update. This Agreement and related Check Point Support Plan offering 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 Agreement supersedes any previous service level agreements.

7.4 Support Plan 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 Agreement in accordance with Section 7.3, and such modification has or will have a substantial impact on the Check Point Support Plan offering under this Agreement, then the Customer may terminate said Support forthwith upon

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Check Point implementing any such modification and Customer may obtain a prorated refund for the remainder of the effective period.

8. Miscellaneous:

8.1 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.

8.2 Non-solicitation. Customer agrees not to solicit any employee of Check Point for employment, or encourage any employee of Check Point to leave his or her employment with Check Point, without the expressed written consent of Check Point. The above limitation shall be effective for the term of this Agreement and for a period of one (1) year following the termination of this SLA or any extension hereto. Solicitation does not include advertisements in the general media and, except to the extent an individual was specifically encouraged to respond to such advertisements, there shall be no restriction on the hiring of individuals so responding.

8.3 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.

8.4 Entire Agreement. This Agreement, outlining the terms and conditions of Software technical support and/or Hardware replacement services for Check Point products, constitutes the entire agreement between Check Point and Customer and supersedes all previous written or oral agreement between the parties with respect to the subject matter of this Agreement. The terms in this Agreement override any contrary terms contained in any purchase order or other Customer documentation.

9. Office Locations:

Worldwide Headquarters: **Check Point Software Technologies Ltd.**
5 Shlomo Kaplan Street, Tel Aviv 6789159, Israel
Main Tel: +1 972-3-753-4555
Main Fax: +1 972-3-575-9256

U.S. Headquarters: **Check Point Software Technologies, Inc.**
959 Skyway Road, Suite 300
San Carlos, California 94070 USA
Main Tel: +1 650-628-2000
Main Fax: +1 650-654-4233

Worldwide Technical Services: **Check Point Software Technologies, Inc.**
6330 Commerce Drive, Suite 120
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>
Check Point User Center: <http://usercenter.checkpoint.com>
Support Programs: <http://www.checkpoint.com/techsupport/>
Support Services: <http://www.checkpoint.com/services/>
Support Secure FTP site: US TAC: sftp.ts.checkpoint.com
Ottawa TAC: sftp.ott.checkpoint.com
International TAC: ftp.checkpoint.com

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EXHIBIT A

Check Point Direct Support Plan Descriptions

Support offerings and services listed herein are subject to availability by product family and by service geographic area. Customer is advised to contact a Check Point authorized reseller, or Check Point will confirm the support programs that are available for purchase at its discretion.

To contact Check Point Technical Support, please refer to URL:
<http://www.checkpoint.com/services/contact/index.html>.

1. CHECK POINT SUPPORT OFFERINGS

1.1 In order to meet the needs of its enterprise Customers, Check Point offers its Enterprise Support program for the support of Check Point Software products. This provides a total support service solution directly to enterprise/business customers. Below, are the program levels available under Check Point's direct Enterprise Support program:

Direct Enterprise Support	Direct Hardware Support
<ul style="list-style-type: none"> • Enterprise Standard • Enterprise Standard PRO* • Enterprise Premium • Enterprise Premium PRO* • Enterprise Elite • Enterprise Elite PRO* • Enterprise Diamond/Diamond Plus** • Enterprise Diamond/Diamond Plus PRO* ** 	<ul style="list-style-type: none"> • Appliance Standard • Appliance Standard PRO* • Appliance Standard Onsite*** • Appliance Standard Onsite PRO* *** • Appliance Premium • Appliance Premium PRO* • Appliance Premium Onsite*** • Appliance Premium Onsite PRO* *** • Appliance Elite • Appliance Elite PRO* • Appliance Elite Onsite* *** • Appliance Elite Onsite PRO* ***

* PRO support refers to enhancements to the Enterprise Support programs which enable proactive ticket creation for severe issues, comprehensive reporting and daily monitoring of the Check Point environment.

** Enterprise Diamond/Diamond PLUS is an add-on to Enterprise Premium Support. For services, features, and benefits available to Diamond/Diamond PLUS Customers, in addition to the terms of Enterprise Premium Support, refer to the Diamond Support Amendment.

*** Onsite services refer to enhancements to the Enterprise Support programs that deliver on-site Hardware Replacement service in case of a hardware issue is found and determined to require an RMA.

1.2 As part of Check Point's Support program, and in connection with the sale of Appliances which include both Software and Hardware, Check Point offers Support levels for both Software and Hardware, as described below, covering the Software and OS installed on the Hardware, and the Hardware itself.

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2. SUPPORT PLAN DESCRIPTION

For the most updated feature list of the Check Point Support plan, please visit the following online URL:

http://www.checkpoint.com/services/techsupport/programs/ces/compare_enterprise_support.html

2.1 TAC Access.

With Check Point Software and/or Hardware Support, Customer has access to TAC engineers per the Support plan, in accordance with the terms of this Agreement.

- Standard: 5 x 9 Business Day - five (5) days a week, nine (9) hours a day, on a Business Day
- Premium: 7 x 24 - seven (7) days a week, twenty-four (24) hours a day, every day.
- Elite: 7 x 24 - seven (7) days a week, twenty-four (24) hours a day, every day.

2.2 Support Web Access.

Access to restricted websites and resources for the sole use of the Support Customer at Check Point User Center: <http://usercenter.checkpoint.com>; Check Point Support Center: <http://support.checkpoint.com>.

2.3 SecureKnowledge.

Check Point provides Support Customers with access to restricted portions of its knowledgebase per the Support plan, in addition to the general installation and upgrade knowledge articles given to users with General Access:

- Advanced Access – contains solutions regarding technical issues with moderate fix complexity, complex errors and troubleshooting, and known issues that require contacting Check Point Support.
- Expert Access – in addition to knowledge articles available to Customer with Advanced Access, Expert Access contains solutions regarding issues with high fix complexity, known issues with Workarounds or Hotfixes, in-depth complex troubleshooting, and RFEs. Expert Access is given to Premium/Elite Customers* - where * means Customers whose User Centers are covered by Premium/Elite Support or, if only Appliances are in the account, that 100% of their Appliances are covered by Premium Support or above.

2.4 Software Subscription.

Access to restricted download site for the sole use of the Support Customer includes latest product upgrades, enhancement, Hot Fix Accumulators (HFAs), Feature Packs, security fixes, tools, and utilities.

2.5 Severity Level Response Time.

Check Point agrees to use commercially reasonable efforts to respond to Customer requests based on the Severity of the issue within specified time target(s) per the Support plan, in accordance with the terms of this Agreement.

2.6 Support Focal Point.

Check Point Technical Assistance Centers are staffed by Support engineers who have extensive experience in supporting large-scale networks and providing assistance with diagnosis and resolution of defects and/or failures in Check Point products. As a single point of contact for all of Customer's support needs, TAC Support engineers are grouped by expertise and experience, to ensure that TAC responds as quickly as possible by priority in accordance with the terms of the Support plan and this Agreement.

- Desks Support Engineer
- Premium Support Engineer
- Escalation Support Engineer

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2.7 Advance Replacement.

With Check Point Hardware Support, Customer is entitled to Advance Replacement service on the Hardware in accordance with the terms of the Support plan and this Agreement. Replacement delivery targets are listed per the Support plan.

Appliance Standard

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 same business day (SBD) shipment*, with delivery target next business day (NBD).

Appliance Standard Onsite

After TAC determines that the Hardware issue is related to a malfunction of one of the Appliance components, and after a repair action plan has been defined, Check Point will provide Onsite Hardware Replacement next business day (NBD), which includes delivery of replacement hardware to the Site and basic installation by a Check Point Certified Onsite Technician or ACE Partner. (For RMA determination completed by 5 pm local time).

Appliance Premium; Appliance Elite

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 a customized rush service Next Flight Out (NFO) or Express Delivery shipment (when applicable**) or same day (SD) shipment, with delivery target same evening/night or early next business day (NBD) morning**.

Appliance Premium Onsite; Appliance Elite Onsite

After TAC determines that the Hardware issue is related to a malfunction of one of the Appliance components, and after a repair action plan has been defined, Check Point will provide Onsite Hardware Replacement within four (4) hours (4Hr), which includes delivery of replacement hardware to the Site and basic installation by a Check Point Certified Onsite Technician or ACE Partner.

* For RMA determination completed by 15:00 regional hub time; otherwise shipment will occur next business day (NBD) with delivery target extended by one day.

** Next Flight Out / Express Delivery is available in the European Union and mainland USA. Appliances are shipped during normal business hours and may arrive during off hours or next business day until 9AM.