

## Check Point Incident Response Service Level Agreement

This Incident Response Service Level Agreement (“Agreement”) is an agreement between you (both the individual purchasing the Services under the Agreement and any legal entity on whose behalf such individual is acting) (hereinafter “Customer”) and Check Point Software Technologies, Inc. (“Check Point”). This Agreement provides a description, scope for the incident response services provided by Check Point engineers (“Engineers”). Check Point and Customer agree as follows.

**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. Definitions

**1.1 Agreement:** Means a documented set of negotiated terms and conditions between Check Point (supplier) and customer(s) in a binding contract specifying the minimum acceptable performance in the delivery of the service(s).

**1.2 Confidential Information:** means all items identified as being confidential by the disclosing party, including: (i) any portion of a product, in object and source code form, and any related technology, ideas, algorithms or any trade secrets; (ii) either party’s business or financial information and plans; and (iii) the terms of this Agreement. “Confidential Information” will not include information that the receiving party can show: (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by or in the possession of the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; (c) is lawfully obtained from a third party who has the right to make such disclosure; or (d) was independently developed by the receiving party without use of the Confidential Information.

**1.3 Engineer(s):** Means an individual appointed by Check Point who is accredited, qualified and authorized by Check Point.

**1.4 Parties:** Meaning Check Point (supplier), customer(s) and agents acting on behalf of customer(s).

**1.5 Services:** means the incident response services as specified in Exhibit A, as may be amended from time to time.

### 2. Term and Termination

**2.1 Term.** The Services shall be provided in annual terms and shall be renewable to the then-current Services when Check Point is notified of Customer’s intent to renew the existing Agreement.

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

### 3. Relationship of the Parties

**3.1 Responsibility for Performance of Statement of Work.** Check Point will perform the Services under the general direction of Customer, but Check Point will determine in its sole discretion the manner and means by which the Services will be accomplished.

**3.2 Independent Contractors.** Check Point is an independent contractor and services performed under this Agreement shall in no way be construed to constitute Check Point as an agent, partner, or employee or Customer for any purpose whatsoever.

## **4. Confidential Information**

**4.1 Protection of Confidential Information.** Each party shall treat all information it receives from the other party as strictly confidential. Confidential Information includes only information that, if tangible, is marked “confidential” or with words of similar import and information disclosed visually or in other intangible form when designated as confidential at the time of disclosure and confirmed in writing within thirty (30) days of the initial disclosure, or that a commercially reasonable party would deem and treat as Confidential Information during the ordinary course of its business (whether marked or not). Each party shall not, directly or indirectly, use the other’s Confidential Information for any purpose other than to perform its obligations under this Agreement. Any employee or consultant given access to any Confidential Information must have a legitimate need to know such Confidential Information and shall be bound by obligations no less restrictive than those contained herein. The parties must continue to comply with the terms of this section for a period of two (2) years after any termination of this Agreement.

**4.2 Notification of Employees.** Each employee or agent of either party, performing duties hereunder, shall be made aware of this Agreement and shall comply with its terms and conditions including, but not limited to, the terms of confidentiality.

## **5. Ownership**

The Services reflect concepts that have been developed and used by Check Point in the past, or may be developed by Check Point in the course of providing the Services hereunder. Customer acknowledges and agrees that Check Point will retain all rights in any patentable material, copyrighted material, trade secrets, or other intellectual property that it develops, whether alone or jointly with Customer, in the course of performing the Statement of Work, subject to the underlying rights of Customer, if applicable, in any intellectual property that Customer owns prior to the Effective Date of this Agreement. Provided that Customer is not in breach of any material term of this Agreement, Check Point will grant Customer a nonexclusive license, without right of sublicense, to use the results of the Statement of Work solely for Customer’s own internal business purposes.

## **6. Warranties, Disclaimers and Limitation of Liability**

**6.1 Warranties.** Check Point represents and warrants that all services and deliverables rendered pursuant to this Agreement shall be provided by Check Point in a professional, effective and efficient manner that equals the then current industry standard for such services and deliverables.

**6.2 Disclaimers.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CHECK POINT MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6.3 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 PAID BY CUSTOMER UNDER THIS AGREEMENT FOR A CLAIM PURSUANT TO A PARTICULAR SERVICES UNDER THIS AGREEMENT THAT CAUSED THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION INCLUDES ANY WORK REQUESTED BY CUSTOMER WHEREIN CHECK POINT MANAGES, CONTROLS OR MODIFIES EQUIPMENT AND/OR CONFIGURATIONS.

## **7. Miscellaneous**

**7.1 Governing Law.** This Agreement shall be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods.

**7.2 Jurisdiction.** The U.S. federal and state courts of the State of California located in San Francisco shall have sole and exclusive jurisdiction and venue to adjudicate over any actions relating to the subject matter of this Agreement. The parties hereto consent to the exclusive jurisdiction of the courts specified above, and expressly waive any objection to the jurisdiction or convenience of such courts.

**7.3 Assignment.** This Agreement may not be assigned by Customer without the prior written consent of Check Point. Assignment includes any direct or indirect change in the ownership or control of Customer. Check Point may transfer its rights without Customer's approval.

**7.4 Waiver.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

**7.5 Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**7.6 Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control.

**7.7 Non Solicitation.** Each party agrees not to seek, offer or solicit offers of employment from the other party, without the expressed written consent of the other party. 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 Agreement or any extension hereto. Solicitation does not include advertisements in the general media and, except to the extent and individual was specifically encouraged to respond to such advertisement there shall be no restrictions on the hiring of individuals so responding.

**7.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

**7.9 Section Headings.** The Section headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders.

**7.10 Interpretation.** In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

**7.11 No Other Rights.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any license or other right except the licenses, rights and uses expressly granted hereunder to a party hereto.

**7.12 Changes.** Should any situation or development occur that will materially change the project scope and resulting cost for the Services during the Term, the Check Point Engineer or project manager will advise the appropriate Customer management personnel. Customer and Check Point shall agree on a course of action to deal with the situation.

**7.13 Entire Agreement.** The provisions of this Agreement, including any exhibits thereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

#### **7.14 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.**  
959 Skyway Rd #300,  
San Carlos, CA 94070  
Main Tel: +1 650-628-2000  
Main Fax: +1 650-654-4233

Worldwide Technical Services: **Check Point Software Technologies, Inc.**  
6330 Commerce Dr #120  
Irving, TX 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: <ftp.ts.checkpoint.com>  
Ottawa TAC: <ftp.ott.checkpoint.com>  
International TAC: <ftp.checkpoint.com>

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## **Exhibit A Incident Response Services**

### **1. Description and Scope**

Check Point will provide the Services as set forth in this Exhibit A. The Engineers will work off-site and will report directly to a designated Customer representative whose primary responsibilities are with the security infrastructure. When assigned to Customer, the Engineer will be available to assist Customer with issues relating to security incidents ("Incident").

### **2. Contact Information**

Customer shall contact Check Point's Technical Assistance Center at 888.361.5030 to report a security incident.

### 3. Incident Response

During the term of the Agreement, Check Point will perform the following activities once notified of an Incident:

- Within thirty (30) minutes of receiving the call, an Engineer will contact Customer and a conference bridge will be established where all parties can join in on the private conference call.
- Once initial contact has been created, an Engineer will work with the customer to identify the type of incident and proceed through the analysis phase, which can include investigation of anomalies associated with:
  - System resources
  - Network Patterns
  - Application performance
  - Device operation
- A Engineer may also perform log analysis from Check Point products, network equipment and device operating systems and applications
- Additional investigative efforts may include reviews of full packet captures and binaries

### 4. Deliverables

- Within 48 hours of an Incident being closed, Check Point will provide a full report of the circumstances of the Incident to the Customer. The clock will start once the Customer has indicated that the incident is closed.
- The report may include:
  - Incident overview and executive summary information
  - Event description and behavior
  - Details of call log and work performed
  - Data and system/network behavior analysis
  - Recommendation and analysis
  - Raw log information

### 5. Assumptions

- For Incidents that last multiple hours or days, multiple Engineers may be assisting the Customer and a rotation of Engineers might be required to assist.
- Check Point shall provide commercially reasonable effort to assist Customer, but due to multiple limiting factors (Customer's environments, legal concerns, access issues). Check Point may not be able to provide a full remediation to an Incident. In those cases a full analysis will be provided to the Customer outlining the issues that prevented a full analysis and provide recommendations for ensuring a successful Incident response.
- Check Point may use intelligence gathered from an Incident to provide protections to the ThreatCloud (C&C IP's, DoS attack sources, etc.) but this information shall not make any references to the Customer.

### 6. Out of Scope

The following items are not covered by the Agreement:

- Configuring systems not related to Check Point.
- Providing onsite services unless a separate engagement has been entered into between the parties.
- Providing any retaliation to incidents.
- Interfacing with law enforcement and government Agencies. Customer must interface with law enforcement and government agencies. Check Point will provide analysis and experts, but will not testify

in a court of law or give a deposition unless it's provide as a professional service under a separate agreement.

- System analysis on third party products (routers, switches, operating systems, etc.) but Check Point shall use commercially reasonable efforts to analyze these products under this Agreement.

## **7. Pre-engagement Phone Interview**

Check Point and Customer will conduct a phone interview to review the system environment and application requirements. The purpose of this interview is to ensure all site preparation activities are complete as well as to ensure the proposed solution and configuration meets the Customer's requirements and is within the specifications of the Product and corresponding security applications.

## **8. Customer Responsibilities**

The following prerequisites are required to be completed by Customer prior to Check Point commencing this Agreement:

- Provide the Engineers remote access to Customer's network in order to remotely diagnose an issue.
- Provide access to the documentation, or personnel, who have knowledge of the Check Point configuration as well as the OS configuration.
- Provide where available a network diagram showing all devices relating to the Product.
- Customer must provide enough data to Check Point to assist with an effective Incident response, this should include logs, binary's, diagrams, data that will assist with full analysis.