Diamond PLUS Amendment

To the Check Point Direct Support Program Service Level Agreement

Rev. March 24, 2022

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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, PremiumPRO 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 PLUS Support Program ("Diamond PLUS 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 PLUS 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 PLUS 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 PLUS Support Program with a Term of less than one (1) year shall be quoted separately by Check Point.

2. **Technical Contacts**
   The Diamond PLUS Support Program provides Customer with a designated named Diamond PLUS Technical Contact person that is an integral part of the Check Point Technical Assistance Center. It also provides Customer with an additional regional focal point that will be a focal point to all technical related needs. Both designated focal points (the designated engineer in the TAC and the regional focal point) will have intimate knowledge of Customer's deployment and working procedures to ensure the best possible support.

   Customer will receive the direct contact phone numbers of both focal points and their managers.

   Every pre-determined period between Customer and the designated focal points (target is once every 1-2 weeks), there will be a conference call between Customer, the designated engineer from the TAC and the regional focal point to review all progress on current pending issues, and to discuss on-going plans to allow better preparation to them.

   Once a quarter, Check Point will send Customer a report outlining services rendered in the past quarter.

3. **Onsite Consultations**
   Customer's onsite consultations included in the chosen Diamond PLUS Support Program consists of a certain number of days per contractual year (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 needs. Note that any such visit lasting less than 3 days will cause T&E expenses to be billable to Customer. On-site work during weekend / local national or religious

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holidays will require the deduction of 2 Diamond days per work day. Once a quarter, the designated engineer will send Customer a report outlining services rendered in the past quarter.

Onsite assistance included in the chosen Diamond PLUS Support Program shall be coordinated with Check Point at least 15 business days in advance, excluding emergency onsite requests, in which case, Check Point will use commercially reasonable efforts to provide earlier onsite assistance.

	Diamond PLUS
Diamond Days per Contractual Year	10
Professional Services Days*	20
Total On-site Consultation days	30
Professional Services Off-site Consultation days	70

*Professional Services days cannot be exchanged for Diamond days.

Cancellation requests must be received by Check Point in writing at least 5 days prior to the scheduled consultation date. Cancellations received with less than 5 days advance notice, will result in loss of Diamond consultation day(s) as follows:

- Cancellation between 5 and 3 days before the date: 1 Diamond Day
- Cancellation between 3 and 1 day before the date: 2 Diamond Days
- Cancellation 1 day before the date: 3 Diamond Days

Diamond Days are set as per the applicable Diamond contract. As such, any days that have not been utilized prior to the end of each contractual year shall become obsolete, and cannot be transferred to the following year.

Likewise, if the contract is multi-year, the Diamond days allocated as per the Diamond level is accounted per year and cannot be carried over to the subsequent years of the multi-year contract.

When travel is not permissible due to any restrictions or advisories, onsite assistance requests can be fulfilled remotely via Zoom/WebEx meetings where possible. It is the responsibility of the customer to provide local hands to carry out any in-person onsite changes and provide out of band access to hosts/devices on which work needs to be performed by the designated Diamond technical person.

4. **Additional Onsite Assistance**
   For any onsite assistance required, in addition to the number of days specific to the chosen Diamond PLUS Support Program, Customer will need to contact Check Point Professional Services. Customer shall be charged at the rates set forth in Check Point's price list, plus

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travel expenses. Customer shall submit a purchase order to Check Point Professional Services and shall coordinate the request with Check Point Professional Services 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. **Offsite Consultations**

Customer's Offsite consultations included in the chosen Diamond PLUS Support Program consists of a certain number of days (per the table above). The number of days utilized by Customer in each offsite task shall be coordinated between Customer and the regional focal point. These days can be used for any technical task as needed by Customer, i.e., on-going technical account management, project planning and management, tuning and optimization of deployment, operation assistance, etc.

6. **Appliance RMA Process**

With respect to Check Point appliances only ("Appliances")*, the Diamond PLUS Support Program provides Customer with RMA Diamond PLUS service. Upon receiving an RMA request with the details on the Appliance related issue, Check Point TAC will process the RMA. Check Point's preference is that an active CCSE certified engineer from 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 Customer's 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 PLUS 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 the 61000/64000 or 41000/44000 appliance and to appliances utilizing third party-vendor servers and platforms (including but not limited to IAS M-Series, IAS D-Series, IAS R-Series and IAS X-Series).

** On supported Check Point Appliances (refer to sk97251), Check Point would request the Customer to use Check Point's Hardware Diagnostic Tool before claiming for RMA This is not mandatory, but necessary for eliminating software issues perceived as failing hardware.

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 internal 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 internal use only and shall not disclose it to any third party without the written consent of Check Point.

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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 their 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   **Check Point Software Technologies Ltd.**

By:_____   By:_____

Name:_____   Name_____

Title:_____   Title:_____

Date:_____   Date:_____