

Enterprise Software Subscription Program

By accepting the Enterprise Software Subscription deliverables and the associated pricing set forth in this Program, You agree to the terms and conditions and the Program requirements set forth below.

Complete Customer Coverage:

The Program is designed to create complete and comprehensive Support and/or Software Subscription coverage for all of the contracting Party's (hereinafter "Company") products. Company's covered products are identified in the User Center. Company may designate either single or multiple accounts for program coverage. Company agrees to identify all Products and comply with standard published User Center procedures.

Software Subscription:

Unless otherwise identified in your SLA, Enterprise Software Subscription is a prerequisite for receiving Support.

Term:

This is an annual (12 month) Program. If Company cancels Program after annual term with proper notification to Check Point, any and all credits will be applied to the entire product base and prorated time will be applied for continued Program coverage for such time as credits allow.

Account Rate:

The Account Rate is the enterprise pricing percentage used to calculate the cost of the Program and is determined based on the total list price sum of Company's products, as listed in the Company's User Center account(s). The Account Rate applies to all Company's products.

Total List Price of Products	Enterprise Software Subscription	Enterprise Software Subscription & Standard Support	Enterprise Software Subscription & Premium Support
Up to \$49,999	15.0%	30.0%	40.0%
\$50,000 to \$99,999	14.5%	28.0%	36.0%
\$100,000 to \$249,999	14.0%	26.0%	33.0%
\$250,000 to \$499,999	13.5%	24.0%	30.0%
\$500,000 to \$999,999	13.0%	22.0%	27.0%
\$1,000,000 and above	12.5%	20.0%	24.0%

Account Rates may change due to an increase in the sum of product list price. Adjustments to the Account Rate apply to new products at time of next product purchase. If products are decommissioned, the Account Rate adjusts on the Program anniversary date. Accrued credit will be applied to the next annual auto-renewal.

Product Additions, Changes, Decommissions:

Support and/or Software Subscription shall be automatically purchased for each product added to the Company's User Center Account(s). When Company purchases additional products, they must also add an additional 12 months of Program coverage for the new products. The cost of additional coverage is calculated using the then current Account Rate applied to the new product's list price.

Product can be removed (decommissioned) from Enterprise Support coverage if it is not to be used by the Company. Decommissioned product cannot be re-licensed or changed in any way until it is reactivated. Product can be reactivated or reinstated at a later date for an activation fee of 40% of current Product List price. No credit is applied for products that are decommissioned, nor will decommissioned products be included in the annual auto-renewal.

Auto-Renewal:

The Program shall automatically renew annually on the anniversary date for an additional 12 month annual term based on the then current Program unless Check Point is notified of Company's intent not to renew 60 days prior to the anniversary date of the Program. Credits accumulated throughout the term will apply to the cost of the Program annual renewal.

Check Point shall conduct an annual reconciliation of each account. All new / changed products are synchronized on the Enterprise Support anniversary date and added products paid beyond the anniversary date are recognized as accrued credit, applied toward the renewal costs. Based on the reconciliation of the account(s), an invoice for Program renewal shall be generated and submitted to the designated Reseller or, if no specific Reseller designation is made, to the last Reseller that procured product's for the Company. Payments shall be due within 30 days of the date of the invoice. Unless Customer specifies Reseller of preference, Reseller of most recent product sale will bill customer for extending coverage time for an additional 12-month term.