

CHECK POINT SUPPORT

SERVICE DESCRIPTION SD028



Document Control

Version	Completed by	Date
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5.0	Amanda Morel	21 September 2018
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1. Service overview

All bold and capitalised terms throughout this Service Description are described in the <u>Glossary and</u> <u>definition of terms</u>.

1.1 Service summary

The Check Point Support Service provides Customers with remote telephone-based technical Support through Softcat's dedicated Check Point certified engineers. Additionally, Softcat's Check Point engineers will provide technical assistance recommendations, updates for software Support queries, as well as hardware repair and replacement support.

Where a Customer requires assistance or information on how to resolve an issue, Softcat's experienced Check Point certified engineer will work with them to establish a resolution or workaround. This will include best practice and recommended implementation approaches for the application of that resolution or workaround, and configuration advisory Support. Where a hardware issue is identified on a Supported Product, a component or part will be despatched to support the resolution of the hardware issue, dependant on the level of Support taken.

Where the Customer requires a resource outside of the contracted service to apply changes, fixes, or configurations, they have the ability to access Softcat's Professional Services. Should the Customer require additional services, they can contact their Softcat Account Manager for more information.

The Service comprises:

- Providing 24x7x365 access to log Support Tickets ("Service Desk")
- Providing remote, telephone based technical Support for Check Point ("Check Point Support")
- Triage and resolution or workaround of hardware Incidents ("Hardware Breakfix Support")
- Software advisory support, updates, and recommendations ("Software Support")
- A point of contact and escalation ("Service Delivery Management")

Optional Add-Ons are chargeable extras and, where required, will be quoted, and confirmed on the Customer's Schedule.

• Providing a named Service Delivery Manager, service reviews and service reporting ("Service Delivery Manager" (Optional Add-On))

Together, the above comprise the "Check Point Support Service", referred to as the "Service" within this document.

In addition to any terms set out in this Service Description and the Customer Schedule, the following applies to the delivery of the Service:

• Softcat's Terms and Conditions: T&C's

• Data Processing Agreement: DPA

1.2 Service feature table

Service Desk				
Log support Tickets 24x7x365*	✓			
Online support portal to track and log calls	✓			
A minimum of two (2) authorised contacts	✓			
P1 Incident Response SLA	15 minutes			
Check Point Support				
Remote technical Support	✓			
Hardware Breakfix				
Hardware breakfix	✓			
Engineer to site option available	Optional			
Software support				
Access to vendor portal	✓			
Access to vendor hotfixes and service patches	✓			
Access to vendor software downloads and firmware	✓			
Managed escalation to Vendor Support Centre	1			
Configuration advisory support	✓			
Service Delivery Management				
Contact and escalation	✓			
Service Delivery Manager (Optional Add-On)**				
Named Service Delivery Manager	✓			
Service reports and reviews	✓			

^{*}Requests are acted upon within contracted coverage hours, as confirmed in the Customer's Work Order

^{***&}quot;Optional" and "Optional Add-On" means a chargeable extra. Where an optional extra and/or Optional Add-Ons are chosen by a Customer, this is confirmed on the Customer Schedule.

2. Service Detail

2.1 Service Desk

This Service provides assistance, resolution or workarounds to Customers who manage their estate with inhouse support staff and expertise.

Authorised Customer Contacts have access to Softcat's Service Desk around the clock and on any day of the year ("24x7x365").

Customer Contacts should raise Tickets for Incidents and Service Requests via phone, email or the SupportCat portal.

The priority level of the Ticket will be agreed with the Customer at the point of logging the Incident or service request. Where Service Levels apply to the management of a Ticket, these will be confirmed on the Work Order. For any Incidents which the Customer believes would be categorised as a P1 Incident and other urgent Incidents, the Customer Contact must report to Softcat by telephone.

2.2 Check Point Support

Check Point Support delivers remote, telephone-based expert technical Support. Softcat will Support the Customer to the extent that it can be determined whether any issue being experienced lies with Check Point, or not.

The technical Support includes troubleshooting and the management and resolution of Customer logged Incidents and Service Requests related to Check Point. These Incidents and Service Requests are logged via SupportCat, email, or telephone by a Customer Contact.

Diagnosis of Incidents will be carried out by assessing the incident details raised by the Customer, and where required, remote access to view the Incident occurring in the Customer Operating Environment. Should any configuration changes be required to resolve the Incident these will be supplied to the Customer Contacts so that they can apply these to the environment.

2.3 Hardware Breakfix Support

Where Hardware break-fix support is included in the Service, a Service Level will be aligned to the Supported Products and confirmed in the Customer Schedule.

Where a Hardware issue is identified following Incident triage, a replacement Component or Supported Product (whichever is applicable) will be dispatched to support the resolution of the Incident. Where the Customer has purchased a Service Level which includes an onsite engineer, the engineer will replace the faulty part(s) and bring the Supported Product back to a working state.

Softcat typically provides three types of optional Hardware Incident Service Levels:

- a. Engineer response
- b. Engineer fix
- c. Part only

The Customer's Hardware Incident Service Level type and associated Service Level times will be confirmed on the Customer Schedule.

Where stated as such in the Customer Schedule, Hardware for End-of-Life Legacy Device(s) are provided under this Service (subject to Component or Supported Product availability).

It is assumed, unless agreed with the Customer and stated in the Customer Schedule, that the Customer's Supported Products are situated at floor level. Where Supported Products are above floor level (and where this is up to three metres above floor level) it may be necessary for Softcat to add an additional cost in order to provide the Service. Any additional costs will be quoted to the Customer and confirmed on the Customer Schedule.

Where a Customer believes that a replacement Component or Supported Product is needed, a replacement may be requested at any time. In the event that Softcat agrees to replace the Component or Supported Product at the Customer's request (and the Incident triage process has not been completed) that Customer agrees to pay a "false call out" charge if the root cause of the fault was not related directly to the Supported Product; for example if the fault was caused by a software issue in a different part of the Customer's Operating Environment.

2.4 Software Support

Fixes or workarounds for software Incidents will be provided to Customer Contacts in line with this Service Description.

Vendor software support and access to software updates, firmware updates and patches are included in the Service only when the vendor service has been purchased as part of the solution. Where applicable and required, Softcat will escalate software Incidents to the Vendor Support Centre and manage the Ticket with the vendor.

Customers must keep their relevant vendor partner programme software support Contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges (relating to outstanding vendor partner programme costs) will be confirmed on the Customer's Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.

2.5 Service Delivery Management

The Service Delivery Management Team is a point of contact and escalation for any services take with Softcat. The Service Delivery Management Team is available during standard UK Working Hours.

A named Service Delivery Manager, service report and service reviews are available. Where requested, this will be quoted separately and detailed in the Work Order.

2.6 Service Delivery Manager (Optional Add On)

Customers will be assigned a named Service Delivery Manager who will act as a point of contact and escalation for the agreed services.

The aligned SDM will produce a monthly service report detailing performance against pre-defined KPI's & SLA's which will be sent to an agreed distribution list. Alongside the service report the customer will have the option of a service review meeting with their aligned SDM.

As part of the service review the SDM will run through the report in more detail and discuss and capture any other service relevant actions, these will be shared and tracked via meeting minutes.

3. Service Levels

3.1 Service Desk

Softcat offers a Response Service Level, which is Softcat's commitment to raise a Ticket against the Customer's Incident or Service Request within a given time from when the report or request is made to the Service Desk.

In the table below, the Service Level column is the percentage of reports or requests responded to within the Response Service Level metric, for example: 95% of Tickets logged as a P1 Incident are responded to within fifteen (15) minutes.

The Response Service Level for Incidents and Service Requests is shown in the table below:

Service Level	Description	Service coverage hours	Response Metric	Service Level
Priority 1 (P1)	Business impacted or imminent impact expected within 4 hours; full Customer Site outage; a business-critical system or Supported Product is not working; Customer cannot perform business critical functions; loss of revenue; risk of severe reputational damage; all end-users unable to perform business critical roles.	24/7	<15 Minutes	95%
Priority 2 (P2)	Partial Customer Site outage; loss of redundancy; a non-business-critical system or Supported Product is down; Customer experiencing a high degradation in Service; risk to revenue generation; multiple end-users unable to perform business critical roles.	24/7	<30 Minutes	95%
Priority 3 (P3)	Single end-user issue that prevents them from performing business-critical elements of their role; multiple end-users affected by an identical issue that does not prevent them from performing their roles; reduction in redundancy for business-critical systems.	Mon-Fri 09:00 - 18:00 (ex. bank holidays)	<4 Hours	95%
Priority 4 (P4)	Single user issue that does not prevent them from performing their role or a critical operation; reduction in redundancy for non-business critical systems.	Mon-Fri 09:00 - 18:00 (ex. bank holidays)	<4 Hours	95%
Service Request	Service Request - Working Hours	Mon-Fri 09:00 - 18:00 (ex. bank holidays)	<4 Hours	95%

3.2 Hardware Breakfix Support

A variety of Service Levels for an engineer being on site to address an Incident ("Engineer Response SLAs") and the remediation of Incidents are available for the Supported Products. Should an Engineer not be required, then ("Parts Only") is an additional option available.

Hardware Incidents will be resolved within the agreed Service Level after the completion of the triage process. Service Level options will be discussed with each Customer and the agreed Service Levels will be confirmed on the Customer Schedule.

The hardware breakfix support service includes advisories of configuration changes and recommendations of upgrades to the Supported Products.

Any applicable Service Level commences at the earlier of a) the diagnostics having been completed, and b) an RMA (return material authorisation) being identified, providing all required information is captured/communicated to Softcat to remedy the Supported Problem.

Where a Supported Product is replaced pursuant to the Support Service following an RMA, the device with which it is replaced shall automatically take the place of the faulty device as a Supported Product.

4. Customer responsibilities

4.1 Service Desk

- a. The Customer should ensure that Customer Contacts are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and be of a sufficient proficiency to apply the recommendations that are provided as part of this service.
- b. Prior to Service commencement the customer should provide:
 - i. Up to ten (10), but at least two (2), Customer Contacts for the purpose of support and continuity;
 - ii. Any relevant Key Information e.g. models, serials, tenancy, subscription.
- c. When raising an Incident or Service Request the Customer Contact should provide, when requested by Softcat:
 - i. Valid serial numbers for the affected Supported Product(s), where applicable;
 - ii. Reasonable visibility of system logs, configuration files and error messages;
 - iii. Details of software versions and configuration;
 - iv. A description of the symptoms and other devices or services impacted;
 - v. Confirmation when the issue first occurred and if it has occurred before (where possible provide previous Ticket references);
 - vi. Details of any recent changes or projects implemented prior to the issue being raised;
 - vii. Details of all attempted fixes, configuration amendments and updates performed already to attempt to resolve prior to raising the Incident or Service Request;
 - viii. To what extent the issue is affecting operation of the Customer's business;
 - ix. The number of End Users impacted and their location;
 - x. Contact details of the Customer Contact.
- d. Implementation of best practice recommendations advised by Softcat.
- e. Direct support for End Users. Customers should ensure the Customer's staff are trained to refer all
 Incidents to the Customer Contact in the first instance, and not permit persons other than a Customer
 Contact to approach Softcat to register an Incident or Service Request.
- f. Provide Thirty (30) days' notice to Softcat of any requested addition(s) to the Supported Product list.
- g. Follow the information in the "Softcat Services Welcome Pack".
- h. Use the service only for the business purposes of the Customer and keep all access credentials and certificates, which Softcat may provide to allow access to the service, safe and secure, and not share them with any third party without Softcat's prior written consent.
- i. Not use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction.
- j. Configuration changes and upgrades to the Supported Products.
- k. Monitoring and/or management of the Supported Products.
- l. Patching of the Supported Products.

4.2 Hardware Breakfix Support

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- b. Unless otherwise stated as supported under this Service Description or as Supported Products in the Customer Schedule: the management or maintenance of, or software associated to:
 - i. Devices used by end users;

- ii. Datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment;
- iii. User authentication Services;
- iv. Connectivity, including the method, Hardware, or protocol of connecting the Supported Product to the Customer's Operating Environment.
- c. Avoid the use of Components/Software which are/is:
 - i. Unauthorised by Softcat (or where consent has not been received);
 - ii. Not purchased via a route approved by the manufacturer/ vendor of the Component/Software (including "grey" products, being devices/Components purchased through unauthorised channels e.g. from overseas);
 - iii. Devices/Components excluded from support by the vendor or manufacturer (e.g. where a product is End of Life).
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the Supported Products and the Service Desk engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.
- e. Ensure that all Supported Products are insured for full replacement value against loss or damage and against all prudent and normal insurance risks.
- f. Keep each Supported Product at the original installation site, and not move it without notifying and receiving approval from Softcat.
- g. Structured and network cabling in the Customer Operating Environment and/or its connections to the Supported Product(s).
- h. Assistance where possible in troubleshooting any failed hardware prior to initiating the Hardware breakfix procedure.
- i. The name of a point of contact prior to delivery of replacement Components or Supported Product(s).
- j. Take all reasonable precautions to ensure the health and safety of Softcat employees and Softcat agents who are attending the Customer site.
- k. Provide any necessary security authorisation and physical access to the Supported Products so that the Service can be provided.
- l. Following an RMA, the Customer shall retain all packaging for the replacement Supported Product and shall use the same, or provide packaging of similar performance, for the return of faulty device. The Customer shall take all due care to pack the faulty device in such a way as to protect it from damage during transit. Following completion of an RMA, Softcat shall have the right to charge the Customer for the replacement Supported Product if the replaced Supported Product in question has not been returned as directed by Softcat within five Business Days of delivery of the replacement Supported Product.

4.3 Software Support

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- b. Unless otherwise stated as supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or Software associated to:
 - i. devices used by end users;
 - ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment;
 - iii. user authentication services;
 - iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment.

- c. Avoid Software which is/are:
 - i. unauthorised by Softcat (or where consent of Softcat to their use has not been received);
 - ii. not purchased via a route approved by the vendor or manufacturer of that;
 - iii. Software (including, but not limited to, "grey" Products, being Software purchased through unauthorised channels e.g. from overseas);
 - iv. Software excluded from support by the vendor or manufacturer (e.g. where a Product is End of Life (EOL)).
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the supported equipment and the Service Desk engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.
- e. Where the Service includes Software, the Customer acknowledges that the Service can only be provided if they have entered into an End User License Agreement ("EULA").
- f. The Customer will provide to Softcat with TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images.
- g. Except to the extent it would be impossible) network diagrams and topologies of the technology infrastructure in which the Supported Products are embedded.
- h. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- i. Customers must keep their relevant service Software support Contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges will be confirmed on the Customer's Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.
- j. Data backup the Customer shall maintain a separate backup system or procedure that is not dependent on the Products, materials or services provided under this Agreement such that lost or altered Customer files, data or programs can be constructed.

4.4 Service Delivery Management

Provide email distribution list for the Service Delivery Management report.

5. Notable exclusions

5.1 Service Desk

Service Requests for project and design work, including Professional Services.

5.2 Check Point Support

- a. The Service does not include security analytics, security policy and rule base management.
- b. Anything not explicitly stated in this Service Description is not included in the Service and therefore excluded.

5.3 Hardware breakfix support

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand.
- b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date.
- c. Equipment or technology, listed as Supported Products, where third-party Components have been installed such as memory, which were not manufactured by or certified by the vendor of the Supported Product.
- d. Consumable items, where these have been identified as Consumable items by the vendor.
- e. Repair or replacement of Supported Products which, in Softcat's opinion (acting reasonably) are beyond economical repair.
- f. Customer will be charged in in addition to the agreed Fees at Softcat's then current rate, should it be deemed the Supported Products, Components or labour supplied to the Customer are as a result of the Customer being in breach of any of the conditions, obligations, or undertakings in this Service Description or otherwise the Contract (or to bring the Customer back within those contractual obligations).

5.4 Software Support

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand.
- b. Softcat Service Levels will not apply to the resolution or workaround of any Software Incidents and support is provided on a reasonable endeavour's basis. Only Response Service Levels apply to Software Incidents.
- c. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing.
- d. Software, Operating System, and firmware support for Supported Products that are EOS.
- e. Software support for Supported Products that are excluded from support by the vendor.
- f. The effects of a vendor-recommended patch on the Supported Product.
- g. Field engineer attendance to resolve Incidents (unless stated as includes elsewhere in this Service Description).
- h. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported Software problem and the Customer chooses not to do this, support could be limited.

- i. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand.
- j. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date.
- k. Softcat Service Levels will not apply to the resolution or workaround of any Software Incidents and support is provided on a reasonable endeavour's basis. Only Response Service Levels apply to Software Incidents.
- l. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing.
- m. Software, Operating System, and firmware support for Supported Products that are EOL.
- n. Software support for Supported Products that are excluded from support by the vendor.
- o. The effects of a vendor-recommended patch on the Supported Product.
- p. The provision of Software and the provision of a vendor support package.
- q. Field engineer attendance to resolve Incidents (unless stated as includes elsewhere in this Service Description).
- r. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported software problem and the Customer chooses not to do this, support will be limited.

6. Service acceptance and onboarding

Following the acceptance of the Contract, the Onboarding Period will begin. This is the period in which any pre-requisite dependencies for the service are completed, for example the collation of the Key Information. If there is a requirement for any additional assessment of the Customer's Operating Environment following Softcat's receipt of the Key Information, this will be undertaken during the Onboarding Period.

The Activation Date for the Service will be the day on which the Onboarding Period ends and is signed off as complete by the Customer, or five (5) days after the Onboarding Period has completed (whichever is the sooner).

Where any Key Information requested by Softcat is outstanding at the Activation Date, Softcat's obligation to deliver the Service shall be subject to reasonable endeavours.

7. Service billing and contract term

The billing frequency, Contract Start Date and the Initial Term will be agreed with the Customer and confirmed in the Customer Schedule.

Where a Supported Product is added during an existing Term of the Service, where possible the Support for that Supported Product will co-terminate with the existing contract Term. Where this is not possible, Softcat will seek to agree a Term with the Customer for the additional Supported Product(s).

Customers can renew the Service at any time by obtaining a quote from their Softcat Account Manager. Before the end of any existing Contracts, Softcat will contact the Customer with a quote for renewal.

8. Terms and Conditions

8.1 Overview of Terms and conditions

The delivery of the Service to the Customer shall be governed by this Service Description, the Customer Schedule and Softcat's Terms and Conditions and the other agreements listed below.

Softcat Terms and Conditions: https://www.softcat.com/terms-and-conditions-uk

Capitalised terms in this document shall have the meaning set out here: https://www.softcat.com/documents/glossary-and-definition-of-terms.pdf

In the event of any discrepancy or conflict between the Softcat Terms and Conditions, Service Description and the Customer Schedule, the Customer Schedule shall take precedence to the extent of any discrepancy or conflict.

For the purposes of the relevant Customer Schedule and this Service Description, the term "Service" shall be interpreted as an "Annuity Service".

8.2 Data Processing Agreement and acceptance of the Contract

By signing the Customer Schedule, or transacting via eCat, the Customer agrees to the Data Processing Agreement (DPA), available here:

Softcat DPA UK: https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf

The relevant UK DPA shall apply dependent on the Customer's location.

The DPA shall be a separate agreement to the Contract (and no liability shall arise (i) under this Contract in respect of the Processing, or (ii) under the Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

