

RESELLER TERMS

THESE TERMS (THE “TERMS”) GOVERN THE RIGHTS OF RESELLERS TO OFFER AND RESALE PRODUCTS OF CHECK POINT SOFTWARE TECHNOLOGIES LTD (“CHECK POINT”) TO END-USERS (AS DEFINED BELOW). IF THE RESELLER DOES NOT AGREE WITH ANY OF THESE TERMS, IT SHALL NOT ACCESS, OFFER, RESELL OR OTHERWISE PROVIDE OR THE PRODUCTS OR ANY INFORMATION THEREIN.

1. Definitions.

- 1.1. “**Collaborative SLA**” means Check Point’s Collaborative Support Level Agreement, as available at <https://www.checkpoint.com/downloads/support-services/collaborative-enterprise-support-sla.pdf> or at any successor address.
- 1.2. “**Distributor**” means a third-party authorized distributor of Check Point.
- 1.3. “**End-user**” means the person or entity that is authorized to access and use the Product pursuant to Check Point’s applicable End-User License Agreement.
- 1.4. “**EULA**” means the applicable end-user license agreement available at Check Point’s website: (i) <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/> (standard EULA) ; (ii) <https://www.checkpoint.com/about-us/cloud-terms/> (cloud EULA); or (ii) at any successor web address.
- 1.5. “**Privacy Policy**” means Check Point Privacy Policy at Check Point’s website: <https://www.checkpoint.com/privacy/> or at any successor web address.
- 1.6. “**Products**” means all Check Point products and services listed in Check Point’s product catalog, as updated from time to time, including hardware devices and support services, which Check Point has authorized Reseller to resell (including via acceptance of a Distributor purchase order).
- 1.7. “**Reseller**” means a third-party indirect reseller approved by Check Point reselling Products purchased via Distributor to End-users in accordance with these Terms.
- 1.8. “**Territory**” means a specific territory as to be determined by Check Point and communicated by Check Point or Distributor, as the case may be.

2. Right to Resell the Products. Reseller is granted a limited right to resell Products to End-users, per the terms herein, provided it has a valid quote for such resale from Distributor. The rights hereunder are non-exclusive, non-transferable, non-sublicensable and limited to the Territory.

3. Distributor’s Terms. The rights under Section 1 above are limited per the scope specified in the agreement between the Reseller and the Distributor(s) and are subject to the limited rights granted by Check Point to the applicable Distributor(s). For the avoidance of doubt, if Reseller’s agreement with the Distributor is terminated or expired and/or the Distributor’s agreement with Check Point is terminated or expired, the Reseller’s rights hereunder shall automatically expire.

4. EULA and Privacy.

- 4.1. The Reseller agrees that any installation and/or use of the Products are subject to the EULA and Privacy Policy. Reseller shall: (i) ensure that the EULA is not tampered with or removed from the Product, and in all cases is delivered to the End-user with every Product; and (ii) notify the End-users before placing an order of Products that the installation and/or usage of such Products are subject to the terms and conditions of the EULA.
- 4.2. Reseller approves and accepts the terms of the Privacy Policy and the Data Processing Addendum (for Resellers) referenced thereto, as integral part of these Terms.

5. Support. In case Reseller provides a Product with Check Point’s Collaborative Support, the Reseller shall meet the requirements of the Collaborative SLA.



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6. Ownership. The Reseller acknowledges that Check Point, and its licensors, own and shall retain all right (except those expressly licensed herein), title and interest in and to the Products (including all copies, modifications, and derivative works thereof, by whomever produced) and documentation, including all intellectual property rights embodied therein. The Reseller further acknowledges and agrees that it shall have no rights with respect to any of the foregoing, other than the rights expressly set forth in these Terms.
7. License Restrictions. The Reseller agrees: (i) that the right of End-users to use the Products will be limited per the EULA and the scope permitted in the applicable order approved by Check Point; (ii) not to reverse engineer, disassemble, decompile or otherwise attempt to reconstruct or discover the source code, internal structure, or organization of the Products, or any part thereof or aid, abet or permit others to do so; (iii) not to remove or delete any notices of any proprietary or copyright restrictions from the Products or any accompanying documentation; (iii) not to copy the Products and/or develop any derivative work thereof; (iv) not to develop methods to enable unauthorized parties to use the Products nor to use the Products in any way circumventing the metering of the consumption of the Products.
8. Audit Rights. Reseller is required to maintain complete and accurate records, including copies of agreements, orders, invoices, and other relevant materials related to transactions pursuant these Terms. Check Point reserves the right to conduct audits, either independently or by appointing a third-party auditor, at its own expense. These audits may examine applicable books, records, order details, and related agreements required to verify compliance with applicable laws, regulations, and these Terms. If a material breach is discovered during the audit, Reseller will be responsible for all audit costs and will fully reimburse Check Point for any expenses incurred.
9. Trademarks and Servicemarks. Reseller will market the Products under the trademarks and servicemarks of Check Point, in accordance with Check Point's trademark usage guidelines. Any use which includes Check Point's trademarks and tradenames must be pre-approved in writing by Check Point. If Check Point instructs Reseller to remove or cease any such use, the Reseller must comply within no more than 14 days.
10. Warranty Disclaimer. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHECK POINT DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ANY REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. CHECK POINT DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
11. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OR OTHERWISE, CHECK POINT WILL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS 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 PRODUCTS. NOTWITHSTANDING ANYTHING IN THESE TERMS 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 THESE TERMS OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY CHECK POINT IN CONNECTION WITH THE PRODUCTS PROVIDED TO THE APPLICABLE END-USER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE PARTICULAR PRODUCTS THAT CAUSED THE LIABILITY.
12. Indemnification by Check Point. Check Point shall pay all costs, liabilities, and damages finally awarded against Reseller to the extent such action is based on a third-party claim that use or resale by Reseller of the Products within the scope of the licenses granted hereunder, which directly infringes any United States or EU patent, or any copyright or trade secret, provided that: (i) Reseller promptly notifies Check Point of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section and prior to taking any action which could adversely impact the defense; and (ii) Check Point is given reasonable assistance and the opportunity to assume sole control over the defense of the claims and/or allegations for which indemnity is sought under this Section as well as sole control over all negotiations for a settlement or compromise of those claims. Check Point will not be responsible for (a) any settlement it does not approve in writing in advance or (b) any allegation of trade-secret misappropriation other than one based on an allegedly wrongful act of misappropriation by a Check Point employee or agent.

If the Product is, or in Check Point's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, Check Point may, in its sole discretion: (i) procure, at no cost to Reseller, the right to continue using the Product; (ii) replace or modify the Product, at no cost to Reseller or End-user, to make it non-infringing (even if that modification materially impacts the value or utility of the product), or (iii) terminate the license for the infringing Product and grant a refund credit thereon as depreciated on a monthly basis and reflecting the shorter of: (a) remaining Product license term; and (b) 36 months.



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THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CHECK POINT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCT AND IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT.

The foregoing indemnity obligation of Check Point does not apply with respect to Product or portions or components thereof: (i) not supplied by Check Point, (ii) made in whole or in part in accordance to Reseller specifications, (iii) which are modified after shipment by anyone other than Check Point, if the alleged infringement relates to such modification, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Check Point could not be held liable for inducing or contributing to infringement of the asserted claims by Reseller; (vi) with respect to which a claim or allegation of infringement was first made prior to the date of the applicable purchase order; (viii) where the claim arises because of Reseller's decision to offer indemnity to a third party that is greater in scope than the indemnity offered herein; or (viii) where Reseller continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. Check Point also shall have no indemnity obligation for legal fees, costs or expenses incurred by Reseller prior to the time that Reseller provides Check Point both (a) notice of the claim and (b) materials from which Check Point could reasonably determine that indemnity is owed. Reseller will indemnify Check Point and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from Check Point's indemnity obligation.

13. Indemnification by Reseller. The Reseller agrees to defend, indemnify and hold harmless Check Point, its officers, directors, employees, affiliates, licensors, agents and suppliers from and against any and all damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from a demand or a claim related to: (i) the Reseller's unauthorized distribution, resale and/or use of the Products; (ii) the Reseller's violation of any applicable laws, regulations and/or third party rights in connection with its use and/or resale of the Products, including, without limitation, any intellectual property rights or privacy rights; and (iii) the Reseller's breach of these Terms.
14. Compliance with Law.
 - 14.1. The Reseller agrees to resell and/or export the Products only as permitted by and in compliance with any applicable law and regulation in any relevant jurisdiction, including, without limitation, laws and regulations regarding export and privacy.
 - 14.2. Reseller acknowledges that the Products and the technical data received from Check Point in accordance with these Terms may be subject to United States, Israeli, or other Territory export and import controls, and in the performance of its obligations, Reseller shall at all times strictly comply with all laws, regulations, restrictions and orders, and agrees to commit no act which, directly or indirectly, would violate any United States, Israeli, or Territory law, regulations, restrictions, sanctions or order.
 - 14.3. Reseller represents and warrants that, throughout the term of this Agreement: Neither Reseller nor any of its affiliates, owners, officers, employees, agents, nor any end-user or customer to whom Reseller resells, provides, or makes available the Products is (i) designated, or directly or indirectly owned or controlled (as "control" is defined under applicable sanctions laws), by any person or entity designated under sanctions administered or enforced by the United States, European Union, United Kingdom, Switzerland, or Israel, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN), the U.S. Department of Commerce Denied Persons List, the European Union Consolidated Sanctions List, the United Kingdom Sanctions List, or the Swiss State Secretariat for Economic Affairs (SECO) Sanctions Lists. Reseller shall not resell, distribute, export, re-export, transfer, or otherwise make available, directly or indirectly, any Products to any end-user or customer that is located in, organized under the laws of, resident in, or under the control of a national or resident of Cuba, North Korea, Iran, Syria, Lebanon, Sudan, the Crimea region, the Luhansk People's Republic (LNR), the Donetsk People's Republic (DNR) regions of Ukraine, or any other country or region for which export or trade transactions are prohibited or restricted under applicable sanctions or export control laws of the United States, European Union, United Kingdom, Switzerland, or Israel. If Reseller acts as a managed service provider, the representations, warranties, and obligations set forth in this Section 14.3 apply to Reseller and to all of Reseller's customers, users, and beneficiaries of the Products, and Reseller shall be responsible for ensuring their compliance with this Section. Reseller agrees to comply with all applicable export control, sanctions, and trade compliance laws and regulations in any relevant jurisdiction and shall implement reasonable screening and compliance procedures to ensure adherence to this Section. If Reseller or any applicable End-user or customer becomes designated under any of the foregoing sanctions regimes, or becomes owned or controlled by a designated person or entity, Reseller shall immediately cease all resale, distribution, and access to the Products with respect to such party and promptly notify Check Point. Check Point shall have the right to immediately suspend or terminate this Agreement, in whole or in part, without notice and without refund or liability, in the event of any breach of this Section 14.3.
15. Disclaimer of other Representations. All representations or warranties made, or agreements executed by Reseller pursuant to these Terms shall be Reseller's sole responsibility, unless specifically approved by Check Point in writing.



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16. Supply Chain Code of Conduct; Code of Ethics; Environmental Social Governance. Reseller shall: (i) comply with Check Point's Supply Chain Code of Conduct, as available at Check Point's website; and (ii) cooperate with Check Point at no extra cost, in responding to compliance questionnaires and providing any applicable evidence of compliance as reasonably requested by Check Point from time to time.
17. Term and Termination. These Terms are effective for as long as Reseller is authorized by Check Point, and provided that Reseller holds a valid license from the Distributor to offer, resell and/or provide the Products to End-users. Check Point may terminate these Terms upon fifteen (15) days written notice (including via email). These Terms shall immediately terminate in case Reseller does not meet the requirement of Section 14.3 above. Upon termination and/or expiration of the Reseller's rights hereunder, the Reseller shall cease all offering, resale and provisioning of the Products, and so certify to Check Point. Except for the Reseller's rights to offer, resell and provide the Products to its End-users, the maintenance and support rights herein and as expressly provided herein, these Terms shall survive any termination and/or expiration. Reseller acknowledges and confirms that in case of termination, for any reason, Check Point may transfer any transaction to another reseller (in whole or in part), at its sole discretion, and Reseller undertakes to fully assist with such transfer and confirms it shall have no claims whatsoever in connection therewith.
18. Suspension for Breach. In case Reseller fails to perform any material obligation under to these Terms and/or under any order or ancillary agreement to these Terms, including, without limitation, transferring any payment due to Distributor for order pursuant to these Terms, and such material breach has not been cured within fifteen (15) days after Check Point's notice, Check Point may at its sole discretion contact the applicable End-users and request them to place order(s) or transfer outstanding portions of existing orders to another reseller. Reseller shall cooperate fully with such transfers.
19. Special Terms for Infinity Deals. Following submission by Reseller of a purchase order (through the Distributor) for a Check Point Infinity deal, the Reseller shall be responsible for further submitting all subsequent purchase orders to Check Point throughout the term of such Infinity deal, as required to fully utilize the allowances specified in the Infinity agreement to reflect the applicable End-user's allowance utilization selections.
20. Miscellaneous. Reseller may not assign its rights or obligations under these Terms without the prior written consent of Check Point. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of these Terms will be enforced to the maximum extent permissible to effect the intent of these Terms, and the remainder of the provisions of these Terms shall remain in full force and effect. The laws of the State of Israel shall govern all issues arising under or relating to these Terms, without giving effect to the conflict of laws principles thereof. These Terms will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. All disputes arising under or relating to these Terms shall be resolved exclusively in the appropriate court located in Tel Aviv-Yafo district, Israel. These Terms, the End-User License Agreement and the documents incorporated herein set forth the entire understanding and agreement between the Reseller and Check Point regarding matters hereof and may be amended only in writing signed by both parties. The Reseller agrees that Check Point may revise these Terms at any time by providing a notice to the Reseller or publishing the updated Terms at Check Point's website or resellers' portal. The Reseller agrees that its continued offering, resale and/or provisioning of the Products after such revisions have been made will constitute the Reseller's acceptance of such revised Terms.

Last update: January 2026