

**Check Point  
SecureAcademy™ Program Agreement**

This SecureAcademy™ Program Agreement (“Agreement”), effective as of the last date set out on the signature page hereof (“Effective Date”), is made by and between Check Point Software Technologies Limited., an Israeli limited company, located at 5 Shlomo Kaplan Street, Tel Aviv, Israel 6789159 (“Check Point”); and Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya, Deemed to be University, located at Enathur, Kancheepuram (“Institution”).

**Whereas**, Check Point offers a program designed for the academic community to obtain access to Check Point software for the purpose of remote or in-classroom instruction;

**Whereas**, Institution has been duly incorporated, is in good standing and is an accredited educational institution or non-profit organization within its place of incorporation;

**Whereas**, Institution would like to participate in such program under the terms and conditions of this Agreement;

**Now, therefore**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **SecureAcademy™ Program.** Under Check Point’s SecureAcademy (SA) Program, qualified academic users in the worldwide academic community may obtain access to a copy or copies as applicable of Check Point’s software for purpose of Academic Instruction (defined below). This is part of the benefits granted each year by Check Point to the Institution under this Agreement in the form of content and services (non-cash) as specified under the Grant Package section of Exhibit A. On becoming a member, Institution will be granted a license to use and deliver training services on the Check Point computer software programs set forth on the attached Exhibit A (“Authorized Products”). Programs available may change with thirty (30) days prior notice. Details of the SA Program are set forth on Exhibit A. “Academic Instruction” means the academic institute may only teach its students and cannot offer classes on Check Point products at an additional price or to students outside the school or institute.

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2. **License Grant.** Subject to the terms and conditions set forth on Exhibit A, Check Point grants to Institution a non-exclusive, non-transferable, non-sublicensable license, to demonstrate and to use the Authorized Products solely for research and to provide Academic Instruction (defined above) to students for a period of one (1) year. Licenses may be renewed annually for additional one (1) year periods by Institution upon renewal of the Agreement. Institution may only make one copy of the Software for back-up purposes. All copyright notices must be reproduced on all software copies. Institution may not disassemble, decrypt, decompile or modify the Authorized Products. Course materials may not be re-produced. Check Point may use the Institution's name, logo, and/or trademark on Check Point's website and promotional materials for purpose of showing that the Institution is enrolled in Check Point's SecureAcademy program.

### 3. **Institution Responsibilities.**

3.1 The Institution's responsibilities under this Agreement shall be as follows:

- Institution must complete the program orientation.
- Institution must provide two (2) points-of-contact and Networking Lead.
- Institution must maintain the minimum number of hours/days of instruction.
- Check Point expects the Institution to assist the students who enroll in the program to achieve an official certification of completion. Check Point will give the following support, tools, and information to achieve this goal:
  - Free training course for faculty and staff hosted by Check Point technical training team.
  - Free training as determined by Check Point for the students (including books and learning aids).
  - Free access to Check Point online courses via Learning Management System.
  - Technical assistance as determined by Check Point.
  - Exam preparation prep day.
  - Discounted certification exam.

3.2. Institution is required to deliver the number of courses as shall be required by Check Point from time to time, and anyway, no less than at least one (1) course per each year of participation in the Check Point's SecureAcademy (SA) Program within one (1) year of enrollment.

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3.3. Institution will use its commercially reasonable efforts to: (i) provide quality training in a comfortable learning environment, in accordance with the requirements (if any) included in the SA Program sign up package (“Procedural Document”), including any instructor training certification requirements; (ii) recruit and help prepare students for Check Point certification exams wherever applicable; (iii) upon request, and in accordance with applicable privacy regulations, provide to Check Point the name, e-mail, and skill level of those students who consent to have their personal data shared with Check Point and agree to be contacted by Check Point; and (iv) continuously promote the Authorized Products in a positive light. All representations or warranties made or agreements executed by Institution pursuant to this Agreement will be Institution’s sole responsibility.

4. **Orders and Delivery.** Institution shall order all course materials by written request to [secureacademy@checkpoint.com](mailto:secureacademy@checkpoint.com) or electronically. This written request or electronic submission must include Institution’s student roster and state that it must be received within seven (7) business days prior to the start of the course. Institution will include statement that the Institution must administer and provide student assessments and score reports for the purpose of tracking student progress and development. All orders are subject to acceptance by Check Point. Nothing contained in any written request or acknowledgment shall in any way modify the terms of this Agreement. Upon acceptance of an order by Check Point and the satisfaction of all Check Point prerequisites prior to delivery, Check Point shall make available for download by Institution the Authorized Products. During the term of this Agreement, Check Point agrees that it shall use its commercially reasonable efforts to provide Institution with instructor support.

5. **Ownership and Retention of Rights.** Institution acknowledges that Check Point, and its licensors, own and shall retain all right, title and interest in and to: (i) Authorized Products (including all copies, modifications, and derivative works thereof, by whomever produced), and accompanying documentation, including all intellectual property rights embodied therein; (ii) all of the service marks, trademarks, trade names or any other designations associated with the Authorized Products; and (iii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the Authorized Products and associated documentation. Institution further acknowledges and agrees that it shall have no rights with respect to any of the foregoing rights other than the rights expressly set forth and licensed in this Agreement.

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6. **Confidential Information.** Each party will protect the other's "Confidential Information" from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information, but in no event less than a reasonable degree of care. "Confidential Information" means all items identified as being confidential by the disclosing party, including any portion of the Authorized Product and any related technology, ideas, algorithms or any trade secrets, or either party's business information and plans, and the terms of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party will use the other's Confidential Information for purposes other than that necessary to directly further the purposes of this Agreement. The parties agree that any breach of this Section 6 may cause irreparable harm to the disclosing party for which monetary damages may not be adequate and therefore, the parties agree that in the event of a breach of this Section 6, the disclosing party shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

7. **Initial Term, Renewal Term and Termination.** This Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Year") unless either party notifies the other party in writing not less than thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Year of such party's desire not to renew the Agreement. Institution may terminate this Agreement at will by giving thirty (30) days written notice to the Check Point. Check Point may terminate the SA Program and this Agreement at any time upon thirty (30) days prior written notice to Institution. Either party has the right to terminate this Agreement if the other party breaches any obligation hereunder, which has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party. Upon termination of this Agreement for any reason whatsoever, Institution shall immediately cease all use of Authorized Products and related documentation; discontinue all representation from which it might be inferred that any relationship exists between Institution and Check Point; and return all Confidential Information to Check Point. In addition to the foregoing, Institution agrees that it shall not, following termination of this Agreement, act in any way to damage the reputation or goodwill of Check Point or any Authorized Product. Upon the expiration or termination of this Agreement, the Institution shall not be entitled to any compensation, reimbursement or damages for loss of goodwill, clientele, prospective profits, investments or anticipated sales or commitments of any kind.

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8. **Survival of Terms.** The following terms shall survive any expiration or termination of this Agreement: Sections: 5. Ownership and Retention of Rights; 6. Confidential Information; 7. Term and Termination; 8. Survival of Terms; 9. Liabilities and Disclaimers; 10. Indemnification; 12. Governing Law and Jurisdiction; and 15. Entire Agreement.

**9. Liability and Disclaimers**

9.1 **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 ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION OF LIABILITY OR LIMITED REMEDY, CHECK POINT WILL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE).

9.2 **Warranty Disclaimer.** CHECK POINT MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT, LICENSE OR SERVICE AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NONINFRINGEMENT. CHECK POINT DOES NOT WARRANT THAT THE CHECK POINT PRODUCT(S) OR SERVICES WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF CHECK POINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

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## 10. Indemnification

**10.1 Indemnification by Check Point.** Check Point shall defend any action brought against Institution, its officers, directors, agents and employees, and shall pay all costs, liabilities, damages and legal fees finally awarded against Institution in, or paid in settlement of, such action, to the extent such action is based on a third-party claim that use of the Authorized Products within the scope of the licenses granted hereunder directly infringes any United States patent or trademark or any copyright or trade secret, provided that (i) Institution promptly notifies Check Point of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section 10.1; and (ii) Check Point is given reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise. Check Point will not be responsible for any settlement it does not approve in writing (which approval will not be unreasonably withheld or delayed). If the Authorized Products is, or in Check Point's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, Check Point may (i) replace or modify the Authorized Product, at no cost to Institution, to make it non-infringing, or (ii) terminate the license for the infringing Authorized Product and grant a refund credit thereon as depreciated on a straight-line thirty-six (36) month basis.

**10.2 Indemnification by Institution.** Institution shall defend any action brought against Check Point, its officers, directors, agents and employees, and shall pay all costs, liabilities, damages and legal fees finally awarded against Check Point in, or paid in settlement of, such action, to the extent such action arises from or is connected with: (i) Institution's modification or use of the Authorized Products not in strict accordance with this Agreement; (ii) any misrepresentation or any breach of any warranty, covenant or agreement on the part of Institution; or (iii) any third party claim or action against Check Point for injuries or damage to persons or property caused or claimed to have been caused by the negligent acts or omissions of Institution's personnel while in the course of performing under this Agreement.

**11. Compliance with Applicable Laws.** Institution will be solely responsible for complying with all applicable laws and regulations applicable to its performance under this Agreement and will bear all expenses and costs related to compliance with such laws and regulations. Institution shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, licenses, permits and authorizations required under applicable law, regulation or order required for Institution to perform its obligations under this Agreement. Check Point and Institution agree to conform with the United States Foreign Corrupt Practices Act and will not offer any payment or other gift or promise, or authorize the giving of

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anything of value, for the purpose of influencing an act or decision of an official of any government or of an employee of any company in order to assist Check Point or Institution in obtaining, retaining, or directing any business.

12. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of Israel, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods. The courts located in Israel shall have sole and exclusive jurisdiction and venue to adjudicate over any actions relating to the subject matter of this Agreement.

13. **Assignment.** Institution may not assign this Agreement without the prior written consent of Check Point. Assignment includes any direct or indirect change in the ownership or control of Institution. Check Point may transfer its rights without Institution’s approval.

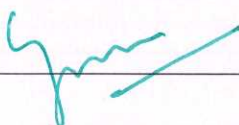
14. **Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party’s reasonable control.

15. **Entire Agreement.** The provisions of this Agreement, including any exhibits, 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 writing signed by a duly authorized representative of each party.

**In Witness Whereof,** the parties have caused this Agreement to be executed by their duly authorized representatives.

**Sri Chandrasekharendra Saraswathi  
Viswa Mahavidyalaya**

**Check Point Software Technologies Ltd.**

By: 

By: 

Name: G.Sriram

Name Sharon Schusheim

Title: Registrar i/c

Title: chief services officer

Date: 29/10/2024

Date: 11/10/2024

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**Exhibit A**

1. **Annual Fee SecureAcademy Program: None.**

2. **Grant Package:** For purpose of Academic Instruction and the Institution fulfilling its responsibilities under this Agreement, Check Point will provide to the Institution a yearly grant of benefits in the form of content and services (not as cash) as set forth below. The SecureAcademy Grant will provide each SecureAcademy partner with an annual grant potentially worth up to \$60,000 in content and services, with actual amounts determined by Check Point in its sole discretion. The below non-monetary grant is provided yearly and will automatically renew itself each year, unless the Agreement is not renewed or terminated by a party in accordance with Section 7 of the Agreement.

Yearly Grant:

- 2.1. On becoming a member, Institution will be granted a license to use and deliver training services to students.
- 2.2. If the Institution is entering the SecureAcademy partnership as an online partner, the Institution will have access to Check Point's e-learning resources.
- 2.3. Institution will be able to use Check Point authorized courseware.
- 2.4. Check Point to provide Institution with courseware kits in electronic format only.
- 2.5. Ability to arrange for a Check Point guest speaker at the Institution (based on availability).
- 2.6. Institution may receive a quarterly report from Check Point on how much the Institution has spent, and options to complete spends (see Sample benefits table below).

Additional Program Benefits:

- 2.7. 40% discount for IGS credits for academic and nonprofit organizations
- 2.8. 85% discount for certification exams (unlimited)
- 2.9. Self-paced content on online content library (unlimited)
- 2.10. Engagement with local Check Point teams (based on availability)
- 2.11. Software Licenses (1 per year)

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The following is a sample model of the benefits that a Secure Academy Yearly Grant could include (actual benefits to the Institution may vary as depending on the school, and as reported quarterly by Check Point).

Sample Benefit Value: \$60,000				
Item name	Value Price per unit	Limit / Year per partner	Overall	Total Value
eBook	\$600	Unlimited	1,332	\$42,000
Train the Trainer course	\$3,250	3	126	\$9,750
Strategic Advisory Meeting	\$1,000	1/Quarter	54	\$4,000
Participation in Virtual SecureAcademy Event	\$250	17	450	\$4,250
			<b>(Sample) Total</b>	<b>\$60,000</b>

- 3. Authorized Programs:** The Authorized Programs will be all of the Check Point software that Check Point makes available through its SA Program for download by Institution from Check Point’s password protected website containing the most recent releases of software files and documentation.
- 4. General Eligibility to SA Program and License:** Membership in the SA Program is open to accredited secondary, post-secondary, degree-granting higher education institutions worldwide offering bachelor or college programs, and non-profit organizations. The SA Program provides a one (1) year academic right-to-use license to Check Point Software for academic instruction and research use only. Membership in the Check Point SA Program is required for the academic license. Multiple academic groups such as departments, labs, research groups or clusters within member institutions may participate in the SA Program. Institute may only teach its students and cannot offer classes on Check Point products at an additional price or to students outside the Institution.

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5. **SA Program Overview:**

- Completed program application and partner information document
- All Check Point authorized training classes must utilize Check Point-developed courseware and supplemental materials.
- Alteration of courseware in any manner is prohibited.
- Maintain a minimum of one Check Point certified instructor (minimum CCSA, current version; CCSE is preferred) per location.
- Each instructor must have a trainer or teacher certification.
- All instructors must be certified on the specific Check Point products and product versions being taught.
- Institution must offer at least one (1) course per each year, within one year of enrollment, as set forth in Section 3 (Institution Responsibilities) subsection 3.1.

6. **Materials:** Institute is not allowed to re-produce books or materials.

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