



Westcon / Check Point Evaluation Agreement

This Westcon Evaluation Agreement and the attachments (the "Agreement") is entered into between WestconGroup North America, Inc. with its principal office located at 520 White Plains Road 2nd Floor, Tarrytown, NY 10591 and the participant named below ("Company"). Please read this Agreement carefully; it establishes the terms and conditions under which certain items of hardware and software ("Product") will be loaned to Company. If you agree to these terms, please indicate by completing the associated click agree.

- 1. Agreement:** Westcon agrees to loan to Company the Product(s) described in the associated evaluation order for up to thirty (30) days commencing with the date of shipment from Westcon (the "Evaluation Period"). Company intends to perform an evaluation of the Products to determine if they meet Company's requirements. The use of the Products shall be governed by the terms and conditions of Check Point End User Agreement which is shipped with the Product(s). The Products are and shall remain Westcon's property. Nothing in this Agreement shall be construed as granting to Company any rights in any Check Point patents, copyrights, trade secrets or other intellectual property rights. Company may neither encumber the Products in any way nor transfer them. Company shall take all reasonable actions to protect the Products from loss or damage while such Products are in Company's custody. This Agreement shall be interpreted and governed under the laws of the State of New York.
- 2. Return of Product(s):** Before the end of the Evaluation Period Company must return the Product(s), to Westcon using the RMA issued to Company at the time of shipment. Products returned must be in their original, unmodified form less reasonable wear and tear with all of the original contents. Company will be billed for Products not returned on the 31st day in accordance with the list price on page 2 above. If Company returns the Products without the original contents then Company will be billed at the price(s) listed on page 2, in addition to applicable shipping charges and sales tax.
- 3. Disclaimer of Warranty:** PRODUCTS ARE LOANED ON AN "AS IS" BASIS. WESTCON AND CHECK POINT MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PRODUCTS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Limitation of Liabilities:** In no event will Westcon be liable for any lost profits, lost savings, incidental damages or other economic, punitive, consequential, direct or indirect damages, even if Westcon or Check Point has been advised of the possibility of such damages. In addition, Westcon will not be liable for any damages claimed by Company based on any third party claim. Westcon is not liable for any damages caused by performance or non-performance of the Products. In no event shall Westcon be liable for any damages caused by Company's failure to perform its responsibilities.

All transactions between Company and Westcon are governed by the Terms and Conditions set forth in Company's Credit Application or a separate agreement signed by Westcon and Company.