

Goods Addendum

to the

Credit Suisse General Terms and Conditions for the Purchase of Products and/or Services

This Goods Addendum (the “**Addendum**”) is incorporated by reference or attached to the Purchase Order. The Purchase Order (including any statement of work attached thereto), the GTC and the Addendums attached to it together form the agreement (the “**Agreement**”). The Agreement is made between the Credit Suisse company named in the Purchase Order (“**Credit Suisse**”), which shall include its Affiliates, successors, assignees and agents, and the supplier named in the Purchase Order (the “**Supplier**”) (each of Credit Suisse and Supplier, a “**Party**” and together, the “**Parties**”).

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in section 34 (Definitions) of the GTC.

In this Addendum, the following terms shall have the following meanings:

“**Delivery Date**” means the date specified as the delivery date in the Purchase Order, being the date the Supplier shall deliver the Products to Credit Suisse.

“**Documentation**” means the operating manuals, user instructions, technical literature, functional descriptions, and all other related materials concerning the Products or Services, including but not limited to the descriptions of the functional, operational and design characteristics of the Products and the items of programming, systems and data base documentation, and documentation for installation and use.

“**Joint Venture Partner**” means any entity that enters into or has entered into a joint marketing or other joint venture arrangement with Credit Suisse.

“**Product**” means for the purposes of this Addendum the products, equipment and/or goods set out in the Purchase Order and all other products, equipment and/or goods supplied by the Supplier to Credit Suisse.

“**Site**” means the Credit Suisse premises or other site stated in the Purchase Order or such other site as Credit Suisse may notify the Supplier in writing from time to time to which the Products are to be delivered.

“**Technology Supported Client**” means any person or entity who receives, processes or accesses data from or provides data to Credit Suisse’s data processing systems in the normal course of its business operations or that: (i) buys products and/or services from Credit Suisse; or (ii) sells products and/or services or provides advice concerning any such products and/or services offered by Credit Suisse; or (iii) develops, markets or offers services with respect to any such products and/or services offered by Credit Suisse; or (iv) has a license to access Credit Suisse’s applications in the normal course of either entity’s business. “Technology Supported Clients” shall also include auditors, agents, customers and others who buy, sell, market, or offer advice or services with respect to products or services offered by Credit Suisse and its joint ventures and partnerships.

“**Warranty Period**” means in respect of each item of Product the period of twelve (12) months immediately following the Delivery Date.

2. Rights and Licenses

2.1 The rights and licenses which are granted hereunder include the right of:

- (i) Credit Suisse to provide the required operating environment for use of the Products in Credit Suisse owned, possessed or licensed environments;
- (ii) Credit Suisse to use the Products for the purpose and benefit of Divested Entities, Joint Venture Partners and Technology Supported Clients;
- (iii) Credit Suisse, Divested Entities, Joint Venture Partners and Technology Supported Clients to use the Products;
- (iv) Credit Suisse’s service providers, including contractors, consultants and outsourcing service providers, to use the Products in Credit Suisse-owned, possessed or licensed environments in accordance with the Agreement to provide services to Credit Suisse;

- (v) incidental usage by clients of Credit Suisse, provided such usage is considered part of the business of Credit Suisse.

2.2 Supplier agrees that Credit Suisse may, at Credit Suisse's option, either (i) assign to any Divested Entity any or all of its rights and obligations under the Agreement with respect to any Products, or (ii) continue to use on the Divested Entity's behalf, or allow the Divested Entity to continue to use, the Products and Services pursuant to the Agreement for a period of up to twenty-four (24) months, at Credit Suisse's election, after the effective date of the change in Control of the Divested Entity, without limitation of Credit Suisse's rights hereunder. In the event of any assignment hereunder, Credit Suisse shall have no further obligation for the Products assigned. In the event a Divested Entity is granted a temporary right to use the Products pursuant to subsection (ii) hereof, the rights to such Products shall revert to Credit Suisse at the conclusion of such temporary period.

3. Inspection of Products Prior to Delivery

- 3.1 At any time prior to delivery of the Products to Credit Suisse, Credit Suisse shall have the right to inspect and test the Products.
- 3.2 If the results of inspection or testing hereunder demonstrate to Credit Suisse's reasonable satisfaction that the Products either do not conform or are unlikely to conform with the terms of the Agreement, in particular with the specifications set forth in the Purchase Order, Credit Suisse shall inform the Supplier who shall promptly take such action as is necessary to ensure conformity.
- 3.3 Notwithstanding the results of any inspection or testing hereunder:
 - (i) Credit Suisse shall have the right to require and witness further testing and inspection;
 - (ii) the Supplier shall remain fully responsible for the Products in accordance with section 5 (Title and Risk); and
 - (iii) the Supplier's obligations in respect of the Agreement shall not be diminished or otherwise affected.

4. Delivery

- 4.1 On the Delivery Date (or before the Delivery Date, as agreed between Credit Suisse and the Supplier), the Supplier shall deliver to Credit Suisse at the Site:
 - (i) the Products; and
 - (ii) all Documentation sufficient to enable the Credit Suisse to use, operate, and support the Products without further reference to the Supplier and otherwise as necessary to obtain the full benefit of the Products as contemplated by this Agreement.
- 4.2 The Supplier shall provide suitable containers and/or packaging materials for the safe delivery and reasonable storage of the Products
- 4.3 Save as otherwise expressly agreed in the Agreement, Credit Suisse shall not be charged for the delivery of the Products, including any costs relating to packaging, transporting, off-loading and transfer of the Products.
- 4.4 The Products shall be subject to Credit Suisse's inspection and approval. Without limiting any of Credit Suisse's rights and remedies under other provisions of the Agreement or Law, Credit Suisse shall be entitled to reject any Products which, on arrival, for any reason:
 - (i) are defective; or
 - (ii) do not comply with the Purchase Order,in which case:
 - (i) the rejected Products shall be returned to the Supplier (at the Supplier's cost); and
 - (ii) the Supplier shall promptly replace such Products provided that, in doing so, it remains capable of complying with the provisions of this Agreement.
- 4.5 By taking delivery of the Products, Credit Suisse does not waive any rights or remedies it may have against the Supplier under this Agreement for failure to discharge its obligations under this Agreement.
- 4.6 If the Products are not delivered on the Delivery Date, in addition to any other rights and remedies under other provisions of this

Agreement or at Law Credit Suisse shall be entitled to:

- (i) revise the Delivery Date;
- (ii) suspend payment of any amounts then due and any which may subsequently fall due until the Supplier remedies the delay of the delivery;
- (iii) terminate the Agreement with immediate effect by written notice to the Supplier.

5. Title and Risk

- 5.1 Until the Products and associated Documentation have been delivered to the Site, the Supplier shall bear all risk of loss or destruction of, or damage to, the Products.
- 5.2 Without prejudice to Credit Suisse's other rights and remedies under other provisions of the Agreement, if within twenty (20) Business days of the Delivery Date, Credit Suisse becomes aware of any loss of or damage to or defect in Products incurred in transit to the Site, it may notify the Supplier and the Supplier shall make good, free of charge and without delay, any such loss, damage or defect. Credit Suisse shall have the option of repair, replacement or refund of the lost, damaged or defective Products.
- 5.3 If the Products are delivered to Credit Suisse in excess of the quantities set out in the Purchase Order, Credit Suisse shall not be bound to make payment to the Supplier for the excess and any excess will be and will remain at the Supplier's risk and returnable at the Supplier's expense.
- 5.4 Title in the Products shall pass to Credit Suisse on the earlier of payment in respect of the relevant Products or delivery of the Products to the Site.

6. Acceptance

- 6.1 All Products shall be supplied subject to inspection and testing by Credit Suisse (but without any obligation on Credit Suisse to do so). Credit Suisse shall confirm to the Supplier its acceptance when the Products are delivered and/or installed in accordance with the Agreement and to Credit Suisse's reasonable satisfaction. Credit Suisse shall be entitled at any time prior to acceptance of the Products, at the Supplier's expense:

- (i) to reject the Products or part thereof even where Credit Suisse has accepted some (but not all) of the Products (including, at its sole discretion, a complete consignment of Products or an instalment thereof) in the event that a consignment or instalment or part thereof contains Products which fail to conform with the requirements of this Agreement; or
- (ii) to request the Supplier to repair or replace the Products so that they conform with the requirements of the Agreement.

6.2 Inspection and testing of the Products by Credit Suisse at any time shall not relieve the Supplier of responsibility or liability for the Products and shall not imply acceptance thereof.

6.3 If Credit Suisse rejects the Products pursuant hereto, Credit Suisse, without prejudice to any other rights it may have, shall be entitled to:

- (i) return the Product to the Supplier at the Supplier's expense in which event risk in the Products shall pass to the Supplier at the time the Products leave the location specified in the Purchase Order but title in the Products shall not pass to the Supplier until all sums paid by Credit Suisse in respect of the Products have been repaid to Credit Suisse by the Supplier; or
- (ii) require the Supplier within a reasonable time to repair or replace the Products at the Supplier's expense so that the Products shall conform in all respects with the requirements of the Agreement; or
- (iii) refuse to accept any further consignments or instalments of the Products.

7. Documentation and Training

7.1 The Supplier hereby grants to Credit Suisse a worldwide, perpetual, irrevocable, non-exclusive, transferable, fully paid-up license to use the Documentation for its own internal or external business purposes.

7.2 The Supplier shall provide training as detailed in the Purchase Order to enable Credit Suisse

to make full and uninhibited use of the Products.

8. Product Warranties

8.1 The Supplier warrants, represents and undertakes that the Products shall during the Warranty Period:

- (i) provide the functions specified in and otherwise comply with the specifications set forth in the Purchase Order;
- (ii) be of satisfactory quality and fit for purpose;
- (iii) be new and not used; and
- (iv) be free from defects in workmanship, materials and installation.

8.2 Without limiting any of the Supplier's other obligations under the Agreement or any of Credit Suisse's other rights and remedies under other provisions of the Agreement or at Law, if at any time during the Warranty Period:

- (i) Credit Suisse notifies the Supplier of a breach of section 8.1; or
- (ii) the Supplier becomes aware of a breach of section 8.1,

(a "**Warranty Issue**"), the Supplier shall correct the Warranty Issue within ten (10) Business Days of receipt of Credit Suisse's notice under this section or of it becoming aware of the Warranty Issue (as the case may be).

8.3 If the Supplier fails to comply with section 8.2, Credit Suisse may:

- (i) correct the Warranty Issue or instruct a third party to correct the Warranty Issue; and/or
- (ii) deduct from the relevant invoice (or recover as a debt due from the Supplier) all reasonable costs incurred in correcting the Warranty Issue.

8.4 If the Supplier modifies or repairs any Product to correct the Warranty Issue, the Supplier shall ensure that, in modifying or repairing any Product, it remains capable of complying with its obligations under this Agreement.

8.5 The Warranty Period shall automatically extend by any period taken by the Supplier (or Credit Suisse, as the case may be) to correct

a Warranty Issue and, if the Supplier modified, repaired or replaced any Product in order to correct a Warranty Issue, the Warranty Period in relation to the modified, repaired or replacement Products shall re-commence from the date the Supplier corrects the Warranty Issue.

9. Product specific Remedies

9.1 Without prejudice to any other rights or remedies which Credit Suisse may have and whether or not any part of the Products have been accepted by Credit Suisse, if any Products are not supplied in accordance with, or the Supplier fails to comply with, the Agreement, Credit Suisse shall be entitled at its discretion to:

- (i) rescind the Agreement;
- (ii) reject the Products (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Products so returned shall be paid forthwith by the Supplier;
- (iii) give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Products or to supply replacement Products and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
- (iv) refuse to accept any further deliveries of the Products without any liability to the Supplier;
- (v) carry out at the Supplier's expense any work necessary to make the Products comply with the Agreement.

10. Invoicing

10.1 The Supplier shall invoice Credit Suisse pursuant to the relevant provisions of the GTC and no sooner than the Delivery Date and no later than six (6) months after the Delivery Date.

10.2 Unless otherwise agreed in writing, all Prices shall be quoted inclusive of all costs of packaging, packing, shipping, carriage, insurance and delivery to the location specified in the Purchase Order.