

Product Evaluation Addendum

to the

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

This Product Evaluation 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:

“**Effective Date**” means the date indicated in the Purchase Order.

“**Term**” means the term of the Agreement, which shall commence on the Effective Date and remain in force until the end of the Evaluation Period.

2. Products Provided

- 2.1 Subject to the terms and conditions of this Addendum, Credit Suisse desires to test and/or evaluate the Products.
- 2.2 At all times, title to the Products shall remain with the Supplier. No ownership of the Products is transferred to Credit Suisse.
- 2.3 Solely in relation to Products installed on Credit Suisse premises, and except for normal wear and tear, Credit Suisse will be responsible for any damage to the Products while in its possession and caused by the gross negligence or intentional misconduct of its personnel.

- 2.4 The Supplier will deliver the Products, including all available documentation, without charge and at the Supplier’s expense, to the location designated in the Purchase Order on or before the delivery date designated on the schedule.
- 2.5 Following delivery of the Products, the Supplier shall have its employees or consultants on Credit Suisse’s site, as required, to assist in the installation and use by Credit Suisse after installation.
- 2.6 After such initial period, the Supplier will provide assistance or repair of the Products, if necessary. Credit Suisse may contact the Supplier by phone, e-mail or other mutually agreed upon communication method. The Supplier’s analysis and resolution of any problems shall be at no charge to Credit Suisse.

3. Evaluation

- 3.1 The evaluation period will begin following installation of the Products and will continue for the period specified in the Purchase Order (the “**Evaluation Period**”) unless Credit Suisse elects to extend the Evaluation Period by notice in writing to the Supplier prior to the expiration of the Evaluation Period and the Supplier agrees to such extension.
- 3.2 Credit Suisse may use, test and evaluate the Products in production or test environments. Credit Suisse will use commercially reasonable efforts to provide reports of problems, failures, or defects. The Supplier will use commercially reasonable efforts to resolve problems, failures and defects reported by Credit Suisse. The Supplier shall also provide all corrections, modifications, and/or enhancements made to the Products during the Evaluation Period to Credit Suisse.
- 3.3 Credit Suisse may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the Products. The Supplier shall be free to use Credit Suisse’s suggestions in the development, marketing and sale of its Products, provided however that the Supplier shall not thereby obtain any ownership of the intellectual property or proprietary information of Credit Suisse. The Supplier shall not be obligated to

make any changes, modifications or improvements to the Products suggested by Credit Suisse.

- 3.4 Either Party may terminate the Evaluation Period at any time upon five (5) Business Days' written notice to the other Party. Unless the Parties have executed and delivered a definitive written agreement for the purchase of the Products, Credit Suisse shall return the Products at the Supplier's expense, or in the case of software Products, de install such Products from its information technology systems, upon the Supplier's request following termination or expiration of the Evaluation Period.