

## **Purchase License and Maintenance Addendum**

to the

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

This Purchase License and Maintenance 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:

“**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.

“**Error**” means any failure of or problem, non-conformity, defect, malfunction, error or ‘bug’ that causes:

- (i) the Product to fail to provide the performance, features and functionality described in the Requirements or to produce unintelligible or incorrect results; or
- (ii) any adverse effect on the availability or response times of the Product.

“**Fees**” means the remuneration payable to Supplier for the performance of its obligations set forth in the Agreement, including the rights and licenses granted herein.

“**Harmful Code**” means any computer instructions, circuitry, or other means whose purpose or effect is to (i) disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Products or Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as ‘viruses’ or ‘worms’), (ii) disable the Products or Services or impair in any way their operation, or the operation of any other software, firmware, hardware, computer system or network, based on the elapsing of a period of time, exceeding a number of users, processors, copies or other Licensed Units, advancement to a particular date or other numeral, or the occurrence of any other event (sometimes referred to as ‘time bombs’, ‘time locks’, or ‘drop dead’ devices) or (iii) permit unauthorized access to the Products or Services or any other software, firmware, hardware, computer system or network (sometimes referred to as ‘traps’, ‘back doors’, ‘access codes’ or ‘trap door’ devices), and (iv) any other harmful, malicious, hidden, or self-replicating procedures, routines or mechanisms which could or do cause the Products or Services, or any other software, firmware, hardware, computer system or network to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with any part of Credit Suisse’s or any third party’s operations.

“**Help Desk Service Hours**” means the period of time identified as such on the Purchase Order.

“**Initial Maintenance Term**” means the period of time identified as such on the Purchase Order. Unless otherwise set forth in the Purchase Order or agreed to by the Parties, the Initial Maintenance Term shall be one (1) year and shall commence upon the expiry of the Warranty Period as defined below or in the Purchase Order.

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

“**Licensed Unit**” means each of the applicable license metrics for the Product set forth in the relevant Purchase Order;

**“Maintenance Service Levels”** means the required levels of performance of the Maintenance Services, including the Reaction Time and the Resolution Time.

**“Maintenance Term”** means the Initial Maintenance Term and each Renewal Maintenance Term, individually and collectively.

**“Product”** means each of the computer programs listed in the Purchase Order, including all Updates and all Documentation as hereinafter defined. The detailed description of the Products, including the specification of the intended applications, functions and performance, the language of the Documentation and further performance are listed in the Purchase Order.

**“Reaction Time”** means the period of time specified in this Addendum for Supplier to acknowledge receipt of an Error report from Credit Suisse.

**“Renewal Maintenance Term”** means each period the Maintenance Term is renewed or extended as provided herein or in the Purchase Order. Unless otherwise set forth in the Purchase Order or agreed to by the Parties, each Renewal Maintenance Term shall be one (1) year and shall commence upon each anniversary of the commencement date of the Initial Maintenance Term.

**“Requirements”** means the performance, features, and functionality described in the Documentation, in the Agreement and any additional requirements or specifications set forth in, attached to, or referenced in the applicable Purchase Order;

**“Resolution Time”** means the period of time specified in this Addendum for Supplier to resolve an Error.

**“Service Hour”** means an hour within the Help Desk Service Hours.

**“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

**“Update”** means each patch, revision, new version, release, update, improvement, modification, correction, addition, and additional functionality enhancement to the Product made by or on behalf of the Supplier.

## Licenses and Other Rights

### 2. License to Use

2.1 The Supplier hereby grants to Credit Suisse an irrevocable, worldwide non-exclusive license to use the Product.

### 3. Licensed Units

3.1 Credit Suisse’s use of the Product is limited to the applicable number of Licensed Units set forth in the relevant Purchase Order and such Additional Licensed Units as Credit Suisse acquires from time to time.

3.2 The specified Licensed Unit(s) is or are the only limits on the quantity of Credit Suisse’s use of the Product. Any metric of Credit Suisse’s use of the Product other than in respect of the specified Licensed Unit(s), is unlimited. Accordingly, Credit Suisse may make and distribute within their enterprise copies of the Product, subject to limit only where the applicable Licensed Unit is copied.

3.3 Notwithstanding anything to the contrary in this Addendum, Credit Suisse may

(i) make and use copies of the Product on temporary substitute or back-up equipment;

(ii) make and keep copies of the Product and Documentation at the same or separate facilities for backup and archival purposes and for emergency use, including disaster recovery, business resumption and periodic tests relating thereto; and

(iii) make and temporarily use copies of the Products for a reasonable time period necessary to relocate any Product or any other Product.

- 3.4 The Supplier grants to Credit Suisse a world-wide, non-exclusive, perpetual, transferable, royalty-free and irrevocable license to use and copy the Documentation to the extent necessary to receive replacement Maintenance Services following expiry or termination of the Maintenance Services.
- 3.5 If necessary for the operation of any computer program, the Supplier shall, on request, provide Credit Suisse with appropriate Product keys as necessary to permit the foregoing.
- 3.6 Use of the Products in non-productive environments, including test, development, disaster recovery environments and copies deployed but not activated shall not count against any limit on Licensed Units.

#### 4. Additional Licensed Units

- 4.1 Credit Suisse may purchase additional Licensed Units (“**Additional Licensed Units**”) in relation to those Additional Licensed Units from time to time without entering into a new Purchase Order by issuing a Purchase Order specifying the applicable Product, the number of Additional Licensed Units desired and the agreed-upon Fees for the Product.
- 4.2 The Fees for Additional Licensed Units (the “**Additional License Fee**”) shall not exceed the applicable Additional License Fee set out in the relevant Purchase Order, and the Maintenance Fee for the Additional Licensed Units shall not exceed the Additional License Fee times the ratio of the Maintenance Fee to the License Fee for the initial number of Licensed Units, prorated for the remaining then-current Maintenance Term.
- 4.3 If the relevant Purchase Order does not specify an Additional License Fee, then the Additional License Fee for each Additional Licensed Unit shall not exceed an amount calculated by dividing the initial Fees for the Licensed Units by the initial number of Licensed Units. In no event shall the Additional License Fee exceed the Supplier’s then-prevailing market price.

#### 5. Tier Exchanges

- 5.1 With respect to any Licensed Unit that is further subdivided (e.g. user types, server tiers), Credit Suisse may, in lieu of purchasing Additional Licensed Units as described above,

exchange Licensed Units between the subdivisions at the ratios specified in the Purchase Order, or if no such ratios are specified, then at the ratios of the applicable Additional License Fee.

#### 6. Use by Credit Suisse and Others

- 6.1 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 on Credit Suisse owned or licensed operating environments, platforms, databases and/or applications (either installed within its own IT environment and/or on a cloud computing system hosted by a third party);
  - (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 on Credit Suisse-owned or licensed platforms, databases and/or applications (either installed within its own IT environment and/or on a cloud computing system hosted by a third party), 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.
- 6.2 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.

## **7. Multiplatform License**

- 7.1 The licenses granted in this Module are multiplatform, such that Credit Suisse may exercise its rights in the Product in any technical environment supported by the Supplier, now or in the future.
- 7.2 The Supplier shall provide Credit Suisse with appropriate versions of the Product for different supported technical environments, promptly upon request by Credit Suisse.
- 7.3 In the event Credit Suisse changes or upgrades the operating system under which they operate any Product or modifies the hardware on which any Product operates, the Supplier shall provide to Credit Suisse, at no additional charge, a version of the Product compatible with such changed operating system or modified hardware, to the extent such operating system or hardware is reasonably expected to be compatible.

## **8. Interfacing**

- 8.1 Credit Suisse shall have the right to adapt, configure and parameterise the Product to their own requirements, including combining the Product or interfacing the Product with other programs and/or materials.
- 8.2 If the Supplier does not supply appropriate Documentation about any interfaces necessary to use the Product or to connect it with interoperable Product or hardware, and does not supply it within ten (10) days after Credit Suisse's request, then Credit Suisse shall have the right to make this information accessible for one of the above-mentioned purposes, including by decoding the machine readable Product into a human-readable form.

## **Delivery and Acceptance**

### **9. Product Delivery**

- 9.1 Promptly upon execution of each Purchase Order, the Supplier shall deliver the latest version of the Product specified thereon to Credit Suisse, together with all necessary credentials (e.g., 'keys') for accessing or activating the Product. Unless otherwise specified in the relevant Purchase Order, the Supplier shall deliver all Product and Documentation solely by electronic means.

### **10. Manner of Delivery**

- 10.1 The Supplier shall provide Credit Suisse with all necessary credentials and access for downloading the Product.
- 10.2 Where the relevant Purchase Order indicates that the Product are to be delivered other than by electronic download, the Supplier shall deliver the Product to the address(es) and on the media specified on the relevant Purchase Order, or if no media is specified then on media reasonably acceptable to Credit Suisse.
- 10.3 Products to be delivered by electronic download shall be deemed to have been delivered when Credit Suisse has successfully downloaded the Product.
- 10.4 Products to be delivered by physical delivery shall be deemed to have been delivered when received by Credit Suisse at the address(es) specified on the relevant Purchase Order.

### **11. Risk of Loss**

- 11.1 The Supplier shall bear the risk of loss of all items until such items have been received by Credit Suisse in accordance with the Agreement.

### **12. Product Documentation**

- 12.1 Together with delivery of the Product, the Supplier shall deliver or make available to Credit Suisse at least one (1) electronic copy, and if requested by Credit Suisse at least one (1) hard copy, of all Documentation for such Product sufficient to enable Credit Suisse personnel to use and to fully understand the functionality, use and operation of such Product. The Supplier agrees that Credit Suisse may copy the Documentation, provided

they reproduce any copyright or other proprietary notice that is contained on the original Documentation provided by the Supplier.

### 13. Installation Assistance

13.1 The Supplier shall provide reasonable assistance to Credit Suisse in relation to the installation of the Product and each Update.

### 14. Replacement Media

14.1 In the event that the media containing the Product and/or Documentation is damaged, the Supplier will provide Credit Suisse with replacement media at no charge, which the Supplier shall do promptly following a request by Credit Suisse.

### 15. Acceptance Testing

15.1 Upon installation of each Product and each subsequent Update on Credit Suisse information technology systems, Credit Suisse may, with the assistance of Supplier, conduct testing procedures on the Product or Update. Unless otherwise agreed in the Purchase Order, each testing period shall last up to ninety (90) days ("**Acceptance Period**") and no license fee shall be due during the Acceptance Period for the Product or for the concerned Update, respectively. During the initial Acceptance Period of a Product or Update, Credit Suisse may terminate the Purchase Order at its sole discretion at no cost.

### 16. Representations and Warranties

16.1 The Supplier represents and warrants to Credit Suisse that:

- (i) the Product is compatible for use with, will work in combination with, successfully integrate and interface with, and will not adversely affect Credit Suisse systems;
- (ii) the Product shall meet the Requirements and otherwise comply with the Documentation when running on or in connection with Credit Suisse systems as well as in isolation;
- (iii) the Product and Maintenance Services are and shall remain free of all liens, claims, encumbrances and other restrictions, and Credit Suisse's use and

possession of the same shall not be adversely affected, interrupted or disturbed;

- (iv) the installation of any Update shall not materially degrade, impair or otherwise reduce the performance or functionality of any Product or Service or give rise to any additional, material costs;
- (v) the Product, including all Updates thereto, shall not, at the time of delivery to Credit Suisse, as the case may be, from time to time, contain any Harmful Code;
- (vi) it shall not intentionally include or introduce any Harmful Code in or into the Product or Maintenance Services;
- (vii) all the Supplier interconnectivity to Credit Suisse's systems and/or networks shall be in compliance with Credit Suisse's, as the case may be, information systems security guidelines provided to the Supplier from time to time;
- (viii) the Product is freely exportable, except to countries to which the United States has embargoed goods, or to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders.

16.2 The representations and warranties set out in the preceding section shall apply for two (2) years immediately following:

- (i) the later of (a) the Effective Date of the relevant Agreement, or (b) acceptance of the Product by Credit Suisse; and

- (ii) acceptance of any Update;

(the "**Warranty Period**").

16.3 Without limiting any of the Supplier's other obligations under the Agreement, if at any time during the Warranty Period Credit Suisse notifies the Supplier of a breach of section 16.1 (the "**Warranty Issue**"), the Supplier shall correct the Warranty Issue within:

- (i) three (3) Business Days following receipt of Credit Suisse's notice; and

- (ii) any period specified in the relevant Purchase Order.

- 16.4 Credit Suisse shall not be liable for any Fees or other charges relating to the correction of any Warranty Issue.
- 16.5 If the Supplier fails to comply with its obligations within the relevant timeframe (as specified in section 16.2), Credit Suisse may:
- (i) correct the Warranty Issue or instruct a third party to correct the Warranty Issue; and
  - (ii) deduct from the Fees (or recover as a debt due from the Supplier) all reasonable costs involved in correcting the Warranty Issue.
- 16.6 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.

## **Product and Maintenance**

### **17. Title to Product**

- 17.1 The Supplier shall retain title to the Product and does not convey any proprietary rights or other interest therein to Credit Suisse, other than the rights and licenses granted under the Purchase Order. Credit Suisse shall not remove, and shall reproduce on any copies, any copyright or other proprietary notices included by the Supplier.

### **18. Maintenance Services**

- 18.1 During the Acceptance Period and thereafter during each Maintenance Term, Supplier shall provide the Maintenance Services to Credit Suisse in accordance with the Maintenance Service Levels for the Products subscribed to by Credit Suisse. Supplier shall provide Maintenance Services with respect to the subscribed Product(s), all Updates, and all modifications, customizations and enhancements made by Supplier even if made under a separate agreement. Supplier shall continue to offer the Maintenance Services to Credit Suisse for a minimum period of five (5) years from the date of the Purchase Order.

### **19. Enhanced Maintenance Services**

- 19.1 Credit Suisse may elect to expand the Maintenance Services the Supplier is providing, arrange for additional on-site services, or add

or enhance other services from the Supplier upon mutually acceptable terms and conditions.

### **20. Renewal of Maintenance Services**

- 20.1 At least ninety (90) days prior to the expiration of each Maintenance Term, Supplier shall notify Credit Suisse in writing of such expiration and of the proposed Maintenance Fee for the next Renewal Maintenance Term. Credit Suisse may elect to renew the Maintenance Services for the Renewal Term by notifying Supplier or by paying the Maintenance Fees for such Renewal Term. Unless Credit Suisse renews the Maintenance Services, the Maintenance Term shall terminate as of the end of the then-current Maintenance Term. Notwithstanding anything herein to the contrary, the then-current Maintenance Term shall continue for ninety (90) days after Credit Suisse's receipt of Supplier's notice referred to above.

### **21. Termination of Maintenance Services**

- 21.1 Credit Suisse shall have the right to terminate the Maintenance Services in accordance with section 13 (Term and Termination) of the GTC.

### **22. Training**

- 22.1 The Supplier shall provide all training necessary to train all applicable Credit Suisse Personnel on the use and operation of the Product at no additional charge to Credit Suisse. If additional training is required and/or requested by Credit Suisse, the charge, duration, nature and other particulars applicable to such training shall be specified on the relevant Purchase Order.

### **23. Unsupported Product**

- 23.1 If the Supplier ceases to offer Maintenance Services for any Product or Service (such Product or Service, an "**Unsupported Product**") at any time during which Credit Suisse is entitled to or has elected to receive or renew Maintenance Services, the Supplier shall provide to Credit Suisse, at no additional charge and pursuant to the Purchase Order, any Product announced, licensed, or provided by the Supplier to any other customer ("**Replacement Product**") that:

- (i) is or is marketed as a replacement for or successor to such Unsupported Product;
- (ii) provides substantially similar functionality to the Unsupported Product; or
- (iii) provides alternative functionality to or substitute functionality for the functionality of the Unsupported Product.

23.2 In all cases regardless of whether the Replacement Product provides substantially new or additional functionality to the functionality of the Unsupported Product, and Maintenance Services thereon for the same Fees for Maintenance Services applicable to the Unsupported Product pursuant to this Addendum.

## 24. Product Errors

- 24.1 Without prejudice to any other rights or remedies which Credit Suisse may have and whether or not any part of the Product have been accepted by Credit Suisse, if any Product contain an Error and/or are not supplied in accordance with, or the Supplier fails to comply with, the Agreement during the Acceptance Period, Warranty Period and any Maintenance Term, Credit Suisse shall be entitled at its discretion to request that the Supplier promptly correct any such Error or issue or develop a work-around, patch or other fix for such Error or issue and shall provide same to Credit Suisse.
- 24.2 If an Error or issue cannot be eliminated within a reasonable period of time, Credit Suisse shall be entitled, at its own discretion and without limiting its other remedies, to:
- (i) reduce the relevant Fees in the amount corresponding to the loss of value due to the Error or issue; or
  - (ii) rescind the affected Purchase Order(s) in return for reimbursement of all amounts paid with respect thereto.

## 25. Necessary Resources

- 25.1 If Credit Suisse directs the Supplier to correct an Error, the Supplier shall apply such additional resources as are reasonably required to correct the Error within the applicable timeframe.

## 26. Maintenance Service Levels

- 26.1 Error Corrections. Supplier shall diagnose, verify and correct or replace any Error within the applicable Resolution Time after Credit Suisse notifies Supplier of the Error or Supplier discovers the Error.
- 26.2 Error Notification. Supplier shall provide Credit Suisse with notice of all known Errors in the Products, related Services and/or Documentation, as such Errors become known or are reported to Supplier (as well as any remedial action, if any). Supplier shall promptly correct any such Errors and shall provide the Error correction Credit Suisse.
- 26.3 Telephone Assistance. Supplier shall provide telephone hot-line assistance for the Products and Services during the Help Desk Service Hours, including but not limited to explanations of program methodology, input/output interpretations, documentation problems, Error reporting, use of the Products and Services, installation instructions and network operations.
- 26.4 Updates. Supplier shall provide Credit Suisse with all Updates and the related Maintenance Services at no additional costs. If the installation of any Update adversely affects Credit Suisse's use of the Products, Credit Suisse's operations, or other systems or processes, Credit Suisse can reject such Update and Supplier shall continue to maintain the Products in its non-updated form. Such rejection shall not relieve Supplier of any of its warranty or Maintenance obligations under this Addendum. At Credit Suisse's request, Supplier shall install or assist Credit Suisse in installing each Update. For purposes of this Addendum, an Update once incorporated into any program or Documentation shall be considered a part of the Products for all purposes hereunder.
- 26.5 Compatibility of Updates. All Updates shall be compatible with (a) all modifications, customizations and enhancements made by Supplier even if made under a separate agreement, and (b) the relevant Credit Suisse operating environment.
- 26.6 Place of Performance. Unless otherwise requested by Credit Suisse, Supplier shall provide all Services from Supplier's locations.

Upon Credit Suisse's request and subject to the applicable contractual documentation, Supplier shall provide on-site Services at Credit Suisse's locations.

26.7 Remote Services. Subject to Credit Suisse's prior written approval and the relevant contractual documentation, Supplier shall provide remote technical assistance and consultation to Credit Suisse. Supplier agrees that it shall in no event access Credit Suisse's information technology systems from abroad or transfer any information stored on such systems abroad, except expressly permitted by Credit Suisse in writing.

26.8 Updates to Documentation. Supplier shall provide revised and/or updated Documentation (in the same amount and media as originally provided) to correspond to any changes (including Updates) made to the Products and related Services, within ten (10) days of such changes.

26.9 Error Severity Levels. When reporting Errors to Supplier, Credit Suisse shall classify each Error as follows:

- (i) A Severity 1 Error is (i) any Error that prevents or seriously disrupts the use of a Product or any major function for its intended purpose, and (ii) any Severity 2 Error that has not been resolved by a temporary workaround or permanent solution within the applicable Resolution Time specified below.
- (ii) A Severity 2 Error is (i) any Error that seriously impairs, but does not prevent or seriously disrupt, the use of a Product or any major function for its intended purpose, and (ii) any Severity 3 Error that has not been resolved by a temporary workaround or permanent solution within the applicable Resolution Time specified below.
- (iii) A Severity 3 Error is any Error that causes only a minor impairment in the use of a Product, in whole or in part, for its intended purpose.
- (iv) A Severity 4 Error is any Error that has no or only a trivial impact on the use of a Product, in whole or in part, for its intended purpose, such as cosmetic or minor spelling errors.

26.10 Reaction and Resolution Times. Supplier shall respond to and resolve each Error reported by Credit Suisse, or which it discovers itself, or which is otherwise brought to its attention in accordance with the Maintenance Service Levels applicable to each type of Error as follows:

26.11 Severity 1 Errors:

- (i) Supplier shall confirm receipt of the error report to Credit Suisse immediately upon receipt.
- (ii) Within two hours of receipt of the error report, Supplier shall submit to Credit Suisse an initial analysis of the Error and a preliminary proposal for resolution.
- (iii) Within six hours of receipt of the error report, Supplier shall provide and install a permanent resolution or temporary workaround. If Supplier is unable to do so, then Supplier shall, at the request of Credit Suisse send an adequate number of appropriately trained specialists to the locations designated by Credit Suisse in order to carry out error recovery 'on-site', at no additional charge.
- (iv) If Supplier provides a temporary workaround, then Supplier shall provide and install a permanent resolution to the Error within five days of receiving the error report.
- (v) Supplier shall work continuously to provide the foregoing with respect to Severity 1 Errors irrespective of the Help Desk Service Hours.

26.12 Severity 2 Errors:

- (i) Supplier shall confirm receipt of the error report to Credit Suisse within two Service Hours of receipt.
- (ii) Within sixteen (16) Service Hours of receipt of the error report, Supplier shall provide and install a permanent resolution or temporary workaround.
- (iii) If Supplier provides a temporary workaround, then Supplier shall provide and install a permanent resolution to the Error within ten (10) days of receiving the error report.

26.13 Severity 3 Errors:



- (i) Supplier shall confirm receipt of the error report to Credit Suisse within eight (8) Service Hours of receipt.
- (ii) Within thirty (30) days of receipt of the error report, Supplier shall provide and install a permanent resolution or temporary workaround.
- (iii) If Supplier provides a temporary workaround, then Supplier shall provide and install a permanent resolution to the Error within sixty (60) days of receiving the error report.

#### 26.14 Severity 4 Errors:

- (i) Supplier shall confirm receipt of the error report to Credit Suisse within five days of receipt.
- (ii) Supplier shall provide a permanent resolution or temporary workaround in the next maintenance release, not to exceed ninety (90) days from receipt of the error report.
- (iii) If Supplier provides a temporary workaround, then Supplier shall provide a permanent resolution to the Error within one-hundred eighty (180) days of receiving the error report.

26.15 Liquidated Damages. If Supplier fails to comply with the Reaction Time with respect to any Severity 1 Error or Severity 2 Error, the Supplier shall pay to Credit Suisse liquidated damages in the amount 0.25% of the annual License Fee for each hour or part thereof of non-compliance. If Supplier fails to comply with the Resolution Time with respect to any Severity 1 Error or Severity 2 Error, the Supplier shall pay to Credit Suisse liquidated damages in the amount 0.50% of the annual License Fee for each hour or part thereof of non-compliance. The foregoing shall be without prejudice to any rights or remedies Credit Suisse may otherwise have.

26.16 Material Breach and Termination. In the event of 3 (three) or more Errors higher than the Severity 3 Errors level during any calendar month, Credit Suisse may terminate the Maintenance Services for material breach pursuant to the provisions in section 13.3 (Termination for Cause) of the GTC, it being understood that such breach cannot be remedied in accordance with the latter section.

26.17 Escalation Procedure. Credit Suisse shall be entitled to escalate within Supplier's organization if Credit Suisse is not satisfied, in its reasonable judgment, with Supplier's performance under this Addendum. Supplier shall provide names and contact information for at least two levels of escalation, starting with a senior manager responsible for overall service delivery to Credit Suisse. Supplier's designated representative for the each level of escalation shall return Credit Suisse's call within a maximum of 1 hour for Severity 1 Errors and 4 Service Hours for all other issues.

### **Payment**

#### **27. Payment Terms**

27.1 Credit Suisse shall pay each invoice received in accordance with section 3 (Price and Payment) of the GTC within sixty (60) calendar days following the later of (i) receipt of the invoice, or (ii) the date specified in the following.

- (i) License Fees. License Fees shall be payable upon expiration of the Acceptance Period, provided Credit Suisse has not rejected the Product as provided in this Addendum.
- (ii) Maintenance Fees. Maintenance Fees shall be payable upon the commencement of each Maintenance Term, provided that for Maintenance Terms in excess of one year, the applicable portion of the Maintenance Fees shall be payable annually in advance.