

Hardware Maintenance Addendum

to the

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

This Hardware 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:

“**Initial Maintenance Term**” means the period of time identified as such in 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 from the Effective Date of the Purchase Order.

“**Installation Site**” means the Credit Suisse premises where the Supported Units are being installed and supported by Supplier and which is identified in the Purchase Order.

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

“**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.

“**Supported Units**” means each of the hardware components identified and listed in the Purchase Order shall include cables, connectors, interfaces and other accessories associated with it.

2. Hardware Maintenance

2.1 Maintenance Services to be provided by the Supplier aim to minimize equipment downtime and to ensure on an on-going basis that the Supported Units perform in accordance with the Documentation and other specifications and requirements agreed upon or otherwise explicitly confirmed to Credit Suisse in the context of the purchase of such Supported Units. Therefore, the Supplier shall diagnose, verify and correct or replace any non-conformity, failure or defect which prevents the Supported Units from performing in accordance with the Documentation, warranties, and other descriptions and/or materials provided to Credit Suisse as described in the relevant Purchase Order.

2.2 The details of the Services, including but not limited to, their term, related fees, the level or type of Services elected by Credit Suisse and procedures and requirements shall be set forth in the Purchase Order.

3. Preventive Maintenance

3.1 Supplier will carry out preventive inspections of the Supported Units at the Installation Site. Such preventive inspections normally will be carried out by the Supplier at the same time with other maintenance services carried out on the same Supported Unit but, if not otherwise specified in the Purchase Order, at least once per quarter.

3.2 During preventive inspections, Supplier will take all measures reasonably required in order to ensure the on-going operability of the Supported Units. Any parts which are defective, of limited functionality or close to the end of their life-span (mainly for parts which are subject to normal wear and tear) shall be replaced by Supplier.

3.3 Supplier shall ensure that preventive inspections shall not unreasonably interfere with the operability of the Supported Units.

4. Technical Information

- 4.1 Supplier shall deliver to Credit Suisse in a proactive manner and on a regular basis:
- (i) life cycle information regarding the Supported Units including but not limited to presumed end of life/end of support dates and information on the possibility of extended support beyond the official end of support;
 - (ii) 'back-to-base' fault reporting and trend analysis;
 - (iii) all other relevant information regarding the operation of Supported Units such as recommendations on preventive measures, etc.
- 4.2 Supplier shall inform Credit Suisse in a proactive manner if becoming aware of hardware deficiencies or other problems that may be a potential threat to Credit Suisse's operation of the Supported Units, even if such are at the time not yet manifest in Credit Suisse's environment. Supplier will, to the extent reasonably possible, combine such information with recommendations or advice regarding appropriate counter or preventive measures.

5. Reactive Maintenance

- 5.1 Supplier will by phone and/or on-site provide troubleshooting analysis and resolution of deficiencies with regard to the Supported Units.
- 5.2 Unless specified otherwise in Purchase Order, maintenance and service hours are between 8 a.m. and 6 p.m. local time at the Installation Site, Mondays to Fridays on local working days. During these service hours, Supplier will provide access to the hotline/support desk ("**Service Center**") – unless specified otherwise in the Purchase Order, the Service Center shall operate as the single point of contact for any error reporting and other support request. Telephone support will normally be provided in German and English language.
- 5.3 During the service hours set forth above, Supplier will provide with regard to the Supported Units problem resolution in accordance with the reaction and recovery times specified below and will, if so required,

deliver and install the necessary spare parts and/or replace a Supported Unit entirely with a replacement unit. Supported Units, which have been replaced by Supplier with a replacement unit, and/or any deficient parts replaced by Supplier will be redeemed by Supplier and may be subject to Supplier's refurbishing policies.

- 5.4 Supplier undertakes to ensure that Supported Units after repair are fully operational prior to hand back to Credit Suisse and/or left in a 'safe' condition with Credit Suisse representatives being fully notified of any further measures to be conducted, if any.
- 5.5 Defective hard-discs and/or other storage media and/or any such storage media contained in a Supported Unit that is being replaced by Supplier are excluded from being redeemed and eventually refurbished by Supplier. Due to data protection and banking secrecy legislation and unless explicitly stated otherwise, any such storage media must be permanently destroyed in accordance with the applicable Credit Suisse security guidelines, which will from time to time be communicated to Supplier. Any costs and loss in market value which arise as consequence of such measures shall be compensated by Credit Suisse.

6. Severity Levels

- 6.1 Occurring errors and other deficiencies with regard to the Supported Units shall be classified by Credit Suisse as set forth in the table below and reported to Supplier accordingly:
- 1 Use of the Supported Unit for its intended purpose or important functionalities of such system are seriously disrupted, the Supported Unit is either entirely down or only available to highly limited extent, Credit Suisse business processes are considerably hindered.
 - 2 Use of the Supported Unit for its intended purpose or important functions of such system are disrupted, the Supported Unit is only available to a limited extent, Credit Suisse business processes are hindered.
 - 3 Use of the Supported Unit for its intended use or of a functionality of such system is only impaired to a minor extent, the Supported Unit is basically available;

Credit Suisse business processes are not considerably hindered.

7. Reaction and Error Recovery Times

7.1 Unless specified otherwise in the Purchase Order, the following reaction and recovery times shall be applicable.

Severity 1

Supplier shall confirm receipt of the error report to Credit Suisse within 15 minutes as from receipt of such report and shall submit an initial analysis of the error report with preliminary proposals for solutions to Credit Suisse within 2 hours as from receipt of such report. Error recovery must be carried out within 6 hours as from receipt of the error report by Supplier. In the event the error can, within such period of time, not be recovered or at least reduced in such manner that there is no longer a need to assume a Severity Level 1 incident, Supplier shall at the request of Credit Suisse send an adequate number of specialists to the locations designated by Credit Suisse in order to carry out error recovery 'on-site', without charging any additional costs. Severity Level 1 incidents must be recovered even outside of the service hours defined herein without entailing any additional costs. During the process of correction of Severity 1 incidents, Credit Suisse will continuously be informed about the progress achieved.

Severity 2

Supplier shall confirm receipt of the error report to Credit Suisse within 6 hours as from receiving such report. Errors are to be recovered within a maximum of 24 hours as from receipt of the error report. The time-lines set forth in this subsection are considered to be hours within the service hours set forth above.

Severity 3

Supplier shall confirm receipt of the error report to Credit Suisse within 10 working days as from receipt thereof and shall inform Credit Suisse with regard to the intended measures to correct such errors.

8. Due Diligence

8.1 Supplier acknowledges that, prior to signing the Purchase Order, it has had the opportunity to carry out a thorough due diligence exercise and has made its own enquiries to satisfy itself that it is able to provide the Services in accordance with the Purchase Order and, where relevant, at the relevant Credit Suisse premises, subject to entering into the required contractual documentation.

9. Record of Supported Units

9.1 The Supplier shall maintain on an ongoing basis a record of the Supported Units, including (but not limited to):

- (i) the location of the Supported Units; and
- (ii) the serial numbers and the Supplier's designated identification numbers of the Supported Units.

10. Transition of Supported Units

10.1 If Credit Suisse wishes to transition the Supported Units to alternative Credit Suisse premises or premises of a third party, it shall provide reasonable notice of such transition to the Supplier. The Parties shall co-operate and act in good faith to agree the procedure for transition of the Services.

11. Unsupported Hardware

11.1 If the Supplier ceases to offer the Services for any hardware ("**Unsupported Hardware**") at any time during which Credit Suisse is entitled to or has elected to receive or renew the Services, the Supplier shall provide to Credit Suisse, together with Services thereon, at no additional charge and pursuant to the Purchase Order, any hardware announced or provided by the Supplier to any other customer ("**Replacement Hardware**") that:

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

- (iv) in all cases regardless of whether the Replacement Hardware provides substantially new or additional functionality to the functionality of the Unsupported Hardware.

12. Enhanced Maintenance Services

12.1 Credit Suisse may elect to expand the Services, arrange for additional on-site services, or add or enhance other services from the Supplier upon mutually acceptable terms and conditions.

13. Replacement Parts

13.1 The Supplier may be required pursuant to the Purchase Order to provide replacements for the Supported Units (or any part thereof) as part of the Services (“**Support Replacements**”). If Support Replacements comprise replacements of Supported Units during the course of the Services then the Supplier shall:

- (i) promptly notify Credit Suisse, in writing, of its intention to replace the relevant Supported Units;
- (ii) give Credit Suisse the opportunity to remove Credit Suisse Confidential Information from such Supported Units; and
- (iii) if requested by Credit Suisse, the Supplier shall:
 - (a) remove all Credit Suisse Confidential Information from the relevant Supported Unit (or, at Credit Suisse’s written direction, destroy such Credit Suisse Confidential Information); and
 - (b) certify that all Credit Suisse Confidential Information has been removed from the relevant Supported Units (and/or destroyed, as the case may be) and that it does not retain any Credit Suisse Confidential Information.

13.2 Any spare parts and/or replacement units delivered and installed by Supplier in accordance with the terms of the Agreement will either be new or refurbished parts or replacement units of like quality. Supplier will

exclusively use original manufacturer spare parts.

13.3 Transportation of (i) spare parts and/or replacement units, and/or (ii) all parts removed from the Supported Units by Supplier and/or entire devices removed as a consequence of a replacement, to or from the Installation Site shall be effected at the expense (costs for transport, insurance, customs and other costs and duties levied by the state in relation to the delivery) of Supplier and shall, unless specified otherwise, be included in the maintenance fees set forth in the Purchase Order.

14. Renewal of Maintenance Services

14.1 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 fee for the next Renewal Maintenance Term. Credit Suisse may elect to renew the Services for the Renewal Term by notifying Supplier or by paying the fees for such Renewal Term. Unless Credit Suisse renews the 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.

15. Termination of Maintenance Services

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

16. Advance Performance Obligations of CS

16.1 Insofar as the agreed performance of contractual obligations by Supplier requires, Credit Suisse undertakes to provide Supplier and any authorized third parties involved with the access, system entry, and user authorizations required, as well as to provide the necessary information, instructions and directives, subject to the Supplier complying with the relevant Credit Suisse policies and entering into the relevant contractual documentation as required by Credit Suisse from time to time.