

# DSB ENTERPRISE 3-YEAR TERM ADDENDUM TO THE DSB ENTERPRISE USER ADDENDUM

#### DATE OF ADDENDUM

[INSERT DATE]

#### **PARTIES**

- (1) **Derivatives Service Bureau (DSB) Ltd** (Company No. 10542063), a company incorporated under the laws of England and Wales whose registered office is at Cannon Place, 78 Cannon Street, 107 Cheapside, London EC4N-6HLEC2V 6DN, United Kingdom ("DSB"); and
- (2) [USER NAME], incorporated and registered in [INSERT JURIDSICTION] with company number [INSERT NUMBER] whose registered office is at [INSERT ADDRESS] (the "User") upgraded its service to include Enterprise User functionality and executed the Enterprise User Addendum on [INSERT DATE],

each a "party" and together being the "parties".

#### 1. INTRODUCTION

- 1.1. This <u>DSB</u> Enterprise 3-Year Term Addendum ("Addendum") sets out amendments to the terms of use of the DSB Service provided by the DSB under the Agreement and Policies and <u>DSB</u> Enterprise User Addendum, together the "Agreement".
- 1.2. This Addendum forms part of the Agreement agreed between the User, its Affiliates and the DSB. Defined terms shall have the same meaning as set out in the main terms of the Agreement and as otherwise set out herein.
- 1.3. The Agreement (as amended by this Addendum) shall remain in full force and effect (as so amended) and shall remain valid and binding obligations of each of the parties to such agreement until termination in accordance with paragraph 2.1 of this Addendum.

## 2. COMMENCEMENT AND DURATION

2.1. References in clause 2.2 of the DSB Access and Usage Agreement Main Terms to the Renewal Period where such Renewal Period commences on 1 January 2021 of each calendar year shall be amended to mean a period of thirty-six (36) months (the **Addendum Term**).

## 3. CHARGES SCHEDULE

- 3.1. The following fees, as detailed connectivity and support options selected in paragraph 5.3 of the DSB Enterprise User Addendum, are in scope for apply to the Addendum Term:, incurring fees as referenced in paragraph 5.3 of the DSB Enterprise User Addendum.
  - a) Production Management Fee
  - b) UAT Management Fee (Applicable / Not Applicable\*)
  - c) Premium Support fee (Applicable / Not Applicable\*)
  - d) UAT Premium Support fee (Applicable / Not Applicable\*)
  - e) BT Radianz connectivity fee (Applicable / Not Applicable\*)

<sup>\*</sup>Delete as appropriate



- 3.2. The fees agreed for the <u>1-YearDSB</u> Enterprise <u>contractUser Addendum</u> will not increase during the Addendum Term.
- 3.3. The fees identified in section 3.1 will not increase during years 2 and 3 of the Addendum Term and shall be subject to:
  - a) a 5% discount in year 2 based on the year 1 fees; and
  - b) a 10% discount in year 3 based on the year 1 fees.
- 3.4.3.3. The fees and discounts identified in sections 3.2 and 3.3 above will not be applied to any new features introduced to the Enterprise service during the Addendum Term.

## 4. AWS INFRASTRUCTURE

- 4.1. The IT infrastructure used to implement the Enterprise service will be converted to AWS 3 year reserved instances. -The duration of the reservation will be co-terminus with the expiry of the Addendum Term.
- 4.2. Hosting fees stated in section 5.46 of the DSB Enterprise User Addendum remain applicable.

## 5. POWER USER LICENSE AND ENTERPRISE USER ADDENDUM

5.1. In taking out the 3-year term Enterprise contract, the User agrees to maintain a signed <u>Agreement as a Power User agreement and DSB</u> Enterprise User Addendum for the Addendum Term.

<b>IN WITNESS WHEREOF</b> this Addendum has been entered into on the date stated at the beginning of it.
Signed by: For and on behalf of DSB
Position: DSB Board Member Date:
Signed by:  For and on behalf of  [USER NAME]
Position:

Date: