

DEPENDENCIES AND ASSUMPTIONS

Non-Managed Services

The agreement between the parties for Non-Managed Services was developed based on the following dependencies and assumptions, which if not accurate or adhered to, may require a change in the scope of services. Any change in services and fees will be mutually agreed to in writing by both parties. The dependencies and assumptions include:

- Trustwave shall not begin to provide the Services as described in the Order Form (OF) until Client has returned a signed OF and a Purchase Order (PO) for the total amount of the services selected (full contract amount). All terms and conditions included in a PO or submitted with a PO shall be null and void for all purposes.
- Client's primary point-of-contact (POC) as identified to Trustwave, or a designee, must be available to Trustwave during the entire engagement. The representative must have sufficient authority to schedule testing and address any issues that may arise.
- Client shall obtain all consents and authorizations from any third parties necessary for Trustwave to perform the Services, including without limitation, third party datacenters, co-locations and hosts. For the avoidance of doubt, Trustwave will not execute agreements with any such third parties.