Dependencies and Assumptions

Global Compliance and Risk Services (GCRS)
SecureTrust™ is a division of Trustwave Holdings, Inc.

The agreement between the parties for GCRS 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 above, 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 will provide Trustwave with sufficient information to evaluate compliance for all PCI DSS requirements or any other applicable requirements. Client is solely responsible for providing access to and coordinating any required interviews or testing with its third parties or service providers.

- If needed, Client will provide resources and information as requested to enable Trustwave’s consultants to sufficiently develop documentation consistent with PCI Information Security Policy requirements or any other applicable requirements. This will include access to personnel who can provide information related to the business operations, organizational structure, network architecture, security controls, disaster recovery and general daily operational processes and procedures.

- 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 be required to execute agreements with any such third parties.

- During testing, the configuration of Client’s network will be kept as stable as possible (i.e., no new systems or configuration changes). If changes are required, then Client shall inform Trustwave and a mutually acceptable testing schedule shall be agreed upon.

- Client shall provide and coordinate Trustwave’s onsite access to the systems being tested as necessary. Before any system access is allowed, Client shall inform Trustwave in writing and in advance of any security and access standards or requirements.

- For Testing Support, Client will provide Trustwave with the following:
  - Names for the primary business and technical contacts
  - Restricted access to documentation and source code, if applicable
  - Last known good builds of product and tools on an as-needed basis
  - A process for input of bugs into the Client bug database and a template for bug reports
  - During business hours, best effort response time to help resolve any issues that may arise during the course of testing.