

DEPENDENCIES AND ASSUMPTIONS

DFIR Services

The agreement between the parties for DFIR 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.