

# Network Vulnerability Assessment Release

This Release is dated \_\_\_\_\_

TD SYNnex Corporation (including its subsidiaries and affiliates, collectively “TD SYNnex”) wishes to provide services through the SERVICESolv program (“the Services”) to its Resellers.

In order to provide the Services, TD SYNnex is required to perform network vulnerability assessments of certain IP Addresses / Domains belonging to its Resellers and their end users.

The IP Addresses / Domains for the signatories to this Release are as follows:

IP Address/Domain: \_\_\_\_\_

IP Address/Domain: \_\_\_\_\_

IP Address/Domain: \_\_\_\_\_

IP Address/Domain: \_\_\_\_\_

IP Address/Domain: \_\_\_\_\_

Collectively, “the Domains”.

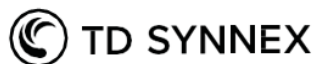
By signing this Release, each of Reseller (“Reseller”) and End User (“End User”) hereby acknowledge that the Domains belong to them, and that Reseller and End User have the authority to allow TD SYNnex to perform vulnerability scans against the Domains.

Upon completion of the vulnerability scan(s), TD SYNnex will provide Reseller and End User with an electronic copy of the report, combined with a SERVICESolv Engineer led phone call to review/interpret the report findings. A hard copy of the report can be made available upon request.

Vulnerability scans are less intrusive than a penetration test and will rarely cause downtime or IT service interruption. In rare instances, a vulnerability scan may cause downtime and/or service interruption.

By signing this Release, Reseller and End User hereby agree that neither TD SYNnex nor any of its employees, contractors or licensors will be liable to Reseller or End User, under any cause of action or theory of liability, even if TD SYNnex has been advised of the possibility of such damages, for:

- (a) indirect incidental, special, consequential or exemplary damages;
- (b) loss of profits, revenues, earnings, customers, opportunities or goodwill;
- (c) unanticipated or unscheduled downtime or service interruption of all or a portion of the Services for any reason; or,
- (d) any unauthorized access to, alteration of, or the deletion, destruction or damage to any Reseller or End User content or other data.



Further, by signing this Release, each of Reseller and End User hereby releases and forever discharges TD SYNnex from all manner of actions, causes of actions, suits, debts, liabilities, contracts, claims and demands which each of Reseller and End User ever had, now has or can, shall or may hereafter in the future have, for or by reason of TD SYNnex's performance of the vulnerability scans on the Domains.

FOR END USER AUTHORIZATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Business Legal Name

\_\_\_\_\_  
Date

FOR RESELLER AUTHORIZATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Business Legal Name

\_\_\_\_\_  
Date