

Veritas Delivery Services

Service Description – Veritas Delivery

Service Overview

This Service Description, with any attachments included by reference, is part of any agreement or Certificate (“Terms”) which incorporates this Service Description by reference (collectively, the “Agreement”), for the Veritas Delivery service (“Veritas Delivery” or “Service”).

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Technical/Business Functionality and Capabilities

Services not specifically set forth in this Service Description are considered out of scope. Customer acknowledges and agrees that Veritas can only perform the Services in certain countries and only if Customer provides the required information or performs required actions as set forth in the Agreement or as reasonably requested by Veritas. In the event that the Customer does not meet any of the applicable Customer obligations/responsibilities, Veritas’ delivery of the Services may be delayed, impaired or prevented.



Service Features

Veritas Delivery Service

Service Overview

- Veritas arranges for shipment and is responsible for delivery of the Appliance to a single Customer Location in specified, supported countries.
- Veritas or its agents will be responsible for the following items as it relates to each Appliance:
 - Freight costs
 - Freight goods insurance
 - Customs clearance
 - Payment of taxes and duties
 - Preparation of import and export documentation
 - Import licenses
 - Country certificates if applicable.

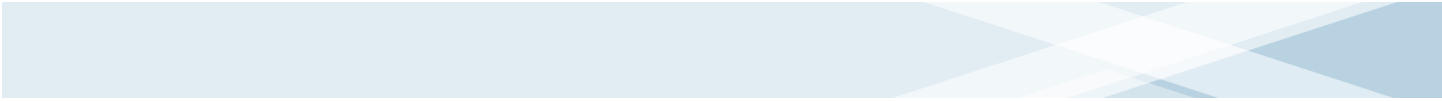
Service Deliverable

Veritas and/or its agents will:

- Retain copies of all shipment and delivery records and other legally required documentation,
- Communicate expected shipment date will be communicated to Customer,
- Communicate shipment notification to Customer at dispatch, and
- Provide Customer with tracking details and retain proof of delivery.

Customer Responsibilities

- Customer to provide all information requested by Veritas in the manner specified by Veritas, including
 - Address of the Customer Location,
 - Customer contact name and phone number,
 - Customer tax registration number if applicable, and
 - Customer Location requirements.
- Customer will be responsible for Appliance installation, unless separately arranged with or purchased from Veritas.

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- Customer will unload the Appliance from the delivery vehicle and transport the Appliance to the desired installation site within the Customer Location.
 - Customer will nominate a 'Point of Contact' to liaise with Veritas at all times during the provision of the Service. The Point of Contact will have the necessary knowledge and authority to make decisions concerning the Service, along with the technical and business resources and knowledge of the Customer's environment to assist Veritas to deliver the Service

Additional Service Terms

- Title to the Appliance is transferred to Customer at the time the Appliance leaves Veritas (or supplier) premises notwithstanding any different, inconsistent, or preprinted terms (including any references to "INCO" terms) in any invoice, order form, acknowledgement, or confirmation issued to Veritas, regardless of whether such document is signed and returned by Veritas.
- Any service acceptance language included in the Terms will not apply to Veritas Delivery.
- Use of the Veritas Delivery does not impact the warranty terms applicable to the Appliance or the technical support terms applicable to Veritas Appliance Support.

Definitions

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Service Description, have the meaning given below:

"Appliance" means the Veritas appliance that Customer has separately purchased, and for which Customer is purchasing Veritas Delivery.

"Customer Location" means the address of the location to which the Appliance should be delivered by Veritas (also referred to as the "ship-to address"). Changes in the Customer Location after purchase will be subject to then-current Veritas processes and requirements.

END OF SERVICE DESCRIPTION