

# Veritas Appliance Services

## Service Description – Veritas Freight Delivery Service

### 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 Freight delivery service (“Veritas Freight” or the “Service”).

### Table of Contents

- **Technical/Business Functionality and Capabilities**
  - [Service Features](#)
- **Additional Service Terms**
- **Definitions**

### 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 Service in certain locations 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 Service may be delayed, impaired or prevented.

### Service Features

#### **Service Overview**

- Veritas arranges for shipment and delivery of the Appliance to a single Customer Location in specified, supported countries.



Veritas will communicate shipment notification at dispatch and provide Customer with tracking details.

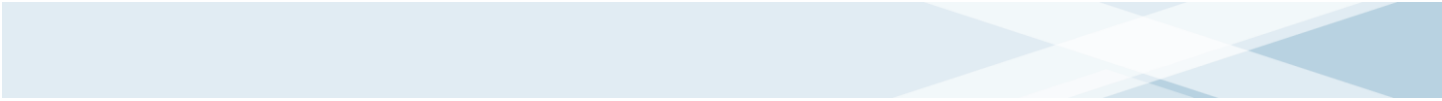
### ***Service Tasks***

Veritas will:

- Engage a carrier to deliver the Appliance to the premises dock or exterior reception location of the Customer Location.
- Communicate expected shipment date to Customer.
- Communicate shipment notification to Customer on dispatch.

### ***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 Location requirements,
  - Customer tax registration number if applicable, and
  - Customs broker details if applicable.
- Customer will be responsible for customs clearance of the Appliance shipment, including the following:
  - Customer will serve as, or appoint a third party to serve as, IOR for the Appliance,
  - Customer will pay all taxes and duties related to the Appliance shipment at the time of importation and customs clearance,
  - Customer will utilize export documentation provided by Veritas as needed,
  - Customer will procure all required import licenses and prepare all required import documentation and ensure that Veritas has access to copies of such licenses and documentation at all times during Service delivery, and
  - If Customer appoints a customs broker to assist with customs and importation requirements, Customer will ensure that Veritas has access to such customs broker at all times during Service delivery.
- Customer will unload the Appliance from the delivery vehicle and transport the Appliance to the desired installation site within the Customer Location.
- Customer will be responsible for Appliance installation, unless separately arranged with Veritas.

- 
- 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 Freight.
- Use of the Freight Service 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 Services Description, have the meaning given below:

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

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

**"Importer of Record"** or **"IOR"** refers to the importer, whether an entity or individual, who is legally responsible for ensuring that goods are imported in accordance with the laws and regulations of the import country. The IOR is responsible for filing legally required documents. Payment of the assessed import duties and other taxes on the imported goods are also to be paid by the IOR, or by a third party on behalf of the IOR.

## END OF SERVICE DESCRIPTION