

Meraki Terms and Conditions

Managed IT Services

About this Managed Services Agreement

1. How this Agreement is formed

1.1 The Agreement between the Customer and Meraki Communications Limited ("Meraki") for the engagement of Meraki's services is governed by the Terms and Conditions as set out below. For the avoidance of doubt, the subject matter of these Terms and Conditions includes provision/installation of hardware and/or software; IT support/cloud services. Meraki and the Customer will hereinafter be referred to as "the Parties".

2. Defined terms

For the purposes of this Agreement (comprising the General Terms, the applicable Service-Specific Terms, the Service Order and/or Order Form, any Service Level Agreement, and any supplementary terms published by Meraki), the following definitions apply:

"Agreement" means the contractual framework formed by (i) the General Terms (Part A), (ii) the applicable Service-Specific Terms (Parts B-E), (iii) the Service Order and/or Order Form, (iv) any Service Level Agreement expressly agreed between the Parties, and (v) any supplementary terms, guidance, or rules published by Meraki relating to the Services.

"Agreement Start Date" means the date on which the Service Order is signed by both Parties, or otherwise confirmed in writing by Meraki, at which point the Agreement becomes legally binding.

"Commencement Date" means the Service Go-Live Date, being the date on which the Services (or any part of them) are first made available to the Customer for live operational use, unless otherwise expressly agreed in writing in the relevant Service Order.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

"Business Support Hours" means Meraki's standard hours of support service availability, as notified to the Customer from time to time, during which support-related Services will be delivered unless otherwise agreed in writing.

"Cloud Services" Means third-party cloud platforms and subscriptions used by the Customer (including SaaS, PaaS and IaaS services such as Microsoft 365, Google Workspace, AWS, Azure and similar

"Charges" and "Fees" are used interchangeably. Both mean the sums payable by the Customer under this Agreement for the Services, including any Periodic Fees, Variable Charges, out-of-scope Charges, Termination Fees, and any other amounts properly invoiced in accordance with this Agreement.

"Customer Default" means any act or omission by the Customer, or failure by the Customer to perform any relevant obligation under this Agreement, which prevents, delays, or materially affects Meraki's performance of its obligations.

"Deliverables" means any tangible or intangible items expressly identified in the Service Order or Schedule as being to be delivered by Meraki as part of the Services.

"Force Majeure Event" means any event beyond the reasonable control of Meraki, including but not limited to strikes, lock-outs, industrial disputes, failure of utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, or default of suppliers or subcontractors.

"Group Company" means Meraki Communications Ltd and any subsidiary or holding company from time to time, and any subsidiary of such holding company.

"Minimum Commitment" means the minimum contracted quantity of users, licences, Cloud Services, or other resources specified in the Service Order or applicable Service-Specific Terms, below which billing will not be reduced during the Term.

"Service Order" (or "Order Form") means the order placed by the Customer and accepted in writing by Meraki which sets out the Services, Deliverables, Fees, and any Minimum Commitments.

"Service Level Agreement" (SLA) means any document expressly agreed in writing between Meraki and the Customer that sets out specific response or performance targets in respect of the Services.

"Services" means the IT and communications services provided by Meraki as set out in the relevant Service Order and governed by this Agreement.

"Supplier Materials" means all documents, data, specifications, manuals, software, and other materials provided by Meraki in connection with the Services which are not expressly identified as Deliverables. Supplier Materials remain the exclusive property of Meraki or its licensors.

"Termination Fees" means the fees payable by the Customer upon early termination of the Agreement, including (without limitation) outstanding Fees, rental hardware charges for the remainder of the rental term, Microsoft NCE licensing commitments, and any other early termination charges specified in this Agreement or the applicable Service Order.

3.1 General rules of interpretation

(a) A reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a Party includes that Party's personal representatives, successors, or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted, or replaced from time to time, and includes all subordinate legislation made under it.

(d) Any phrase introduced by the words “including”, “include”, “in particular”, or any similar expression will be construed as illustrative and will not limit the generality of the related words.

(e) A reference to “writing” or “written” includes e-mail but excludes fax, except where expressly agreed otherwise. Notices under this Agreement must be given in accordance with clause 20 (Notices).Terms.4. Basis of Agreement

4.1 Offer and Acceptance

The Customer’s Service Order constitutes an offer to purchase the Services in accordance with this Agreement. The Service Order will only be deemed accepted when it has been signed by both Parties, or otherwise confirmed in writing by Meraki. On that date (the “Agreement Start Date”), the Agreement will come into existence, and both Parties will be legally bound by its terms, even if the Services have not yet commenced.

4.2 Commencement Date

For the purposes of this Agreement, the “Commencement Date” means the Service Go-Live Date, being the date on which the Services (or any part of them) are first made available to the Customer for live operational use, unless otherwise expressly agreed in writing in the relevant Service Order.

4.3 Contractual Documents

This Agreement comprises:

- the General Terms (Part A);
- any applicable Service-Specific Terms (Parts B to E);
- the relevant Service Order and/or Order Form;
- any Service Level Agreement expressly agreed by Meraki with the Customer; and
- any supplementary terms, guidance, or rules published by Meraki relating to the Services.

Together, these documents form the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise, or representation not set out in these documents.

4.4 Order of Precedence

If there is any conflict or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply (with the higher item taking priority):

- the Service Order and/or Order Form;
- any applicable Service Level Agreement;
- the Service-Specific Terms (Parts B to E);
- the General Terms (Part A);

any supplementary terms, guidance, or rules published by Meraki.

4.5 Exclusion of Other Terms

This Agreement (including the documents listed in clause 4.3) applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which may otherwise be implied by trade, custom, practice, or course of dealing.

4.6 Marketing Materials

Any samples, descriptive matter, or advertising issued by Meraki, and any descriptions or illustrations contained in Meraki’s catalogues, brochures, or websites, are issued for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of this Agreement and have no contractual force.

4.7 Quotations and Proposals

Any quotation or proposal issued by Meraki does not constitute an offer. Quotations are valid for 14 Business Days from their date of issue, unless otherwise stated in writing.

4.8 Variations to the Service Order

If the Customer wishes to request a change to the Service Order, it must notify Meraki in writing. Meraki will then confirm whether such changes can be accommodated and any associated costs. Only if the Customer accepts Meraki’s written confirmation will the Service Order be amended; otherwise, the Service Order will continue on the original terms.

5. Supply of the Services and Meraki’s Obligations

5.1 Scope of Services

Meraki will supply the Services to the Customer in accordance with the Service Order and Deliverables, in all material respects, and during Meraki’s standard Business Support Hours unless otherwise agreed in writing.

5.2 Performance Dates

Meraki will use reasonable endeavours to meet any performance dates specified in its written acceptance of the Service Order, but such dates are estimates only. Time for performance of the Services will not be of the essence unless expressly agreed in writing.

5.3 Changes to the Services

Meraki may make changes to the Services:

- (a) where necessary to comply with applicable law, regulatory requirements, or industry standards; or
- (b) where such changes do not materially affect the nature or quality of the Services.

Meraki will notify the Customer in writing of any such changes.

5.4 Service Standard

Meraki warrants that the Services will be performed with reasonable care and skill, consistent with generally accepted industry practice. All other warranties, terms, or conditions (whether express or implied by statute or common law) are excluded to the fullest extent permitted by law, in line with the General Terms.

5.5 Service Limitations

The Customer acknowledges that:

- (a) response and resolution times for support are targets only and not guaranteed, unless expressly set out in a Service Level Agreement agreed in writing; and
- (b) Meraki will not be responsible for delays or failures in the performance of the Services caused by factors beyond its reasonable control, including Customer Default, third-party supplier failures, or force majeure events, as set out in the General Terms.6. Provision of Hardware and/or Software

6.1 Any Services relating to the provision of hardware and/or software ("Products") are governed by this clause, the General Terms (Part A), and the applicable Service Order.

6.2 Delivery dates stated by Meraki are approximate only. Meraki will not be liable for any delay in delivery beyond its reasonable control, in accordance with the General Terms (Limitation of Liability).

6.3 The Customer must inspect the outer packaging of Products on delivery. If packaging shows visible damage, the Customer should refuse delivery and notify Meraki immediately by telephone or email.

6.4 The Customer must inspect Products within three (3) Business Days of delivery for carrier damage or shortages. Meraki will not accept claims for damage or shortages notified after this period.

6.5 Products may only be returned with Meraki's prior written authorisation. Unauthorised returns will not be accepted.

6.6 If Products are found to be inherently faulty within the manufacturer's warranty period, they will be repaired, replaced, or refunded (at Meraki's discretion). All returns will be tested; Products not found faulty will be dealt with under clause 6.7.

6.7 If Products are not faulty or are no longer required, they may be:

- (a) exchanged for Products of equal or greater value (with any difference paid by the Customer), or
- (b) refunded, less a 20% re-stocking fee, provided they are returned unopened and in resalable condition.

Refunds will exclude all carrier and handling charges.

6.8 Bespoke or special-order Products may only be returned if proven faulty within the warranty period, in accordance with clause 6.6.

6.9 Products will only be dispatched after full settlement of the invoice, in accordance with the Charges and Payment provisions of the General Terms.

6.10 All Products are supplied subject to the manufacturer's standard warranty, unless an extended warranty has been expressly agreed with the Customer.

6.11 Where hardware is provided as part of a managed IT services contract on a rental basis:

- (a) such hardware remains Meraki's property, must be clearly labelled as such, and kept in good repair and condition by the Customer;
- (b) the Customer must insure the hardware appropriately;
- (c) all rented hardware must be returned to Meraki at the end of the contract term; and
- (d) where the Agreement terminates early, the remainder of the rental period must be paid in full in addition to returning the hardware.

7. Support of Hardware and/or Software

7.1 Scope and Standard

7.1.1 During the provision of Services relating to the support of hardware and/or software listed in the Schedule, Meraki will use reasonable endeavours to investigate and rectify malfunctions, subject to this Agreement and the General Terms.

7.1.2 The Customer warrants that all supported hardware and/or software is fully serviceable on the Commencement Date and maintained in accordance with manufacturer/vendor recommendations thereafter.

7.2 Exclusions

7.2.1 The Services do not include: (a) repair of external cables; (b) provision or fitting of consumables (including documentation, disks, toner/ink cartridges, printer drums); (c) resolution of errors/issues outside the agreed scope of Services; (d) remedies for virus/malware/ransomware/cyber-attack where caused by the Customer or end-user negligence or by matters beyond Meraki's reasonable control (see General Terms clause on Limitation of Liability).

7.2.2 For the avoidance of doubt, Meraki is not responsible for supporting hardware/software not listed in the Schedule.

7.3 On-Site Assistance

7.3.1 Where the Customer's chosen support package includes on-site assistance, Meraki will provide on-site attendance at no additional charge where issues cannot reasonably be resolved remotely; package-specific limits and inclusions apply.

7.3.2 Where on-site assistance is not included, Meraki will quote on-site rates for Customer approval before attending any location; associated travel or third-party costs may apply.

7.3.3 Project work and pre-arranged/requested site visits are outside the scope of support packages and are chargeable in accordance with the General Terms (Charges and Payment).

7.4 Remote Access

7.4.1 The Customer will permit Meraki secure remote access (via approved third-party proprietary tools) to the Customer's systems/devices as reasonably necessary to provide the Services.

7.4.2 The Customer acknowledges that such tools may run persistently to enable support and monitoring; Meraki will access only as reasonably required to deliver the Services, and such access will be logged where the tooling supports it.

7.4.3 Remote access and any Customer Confidential Information obtained in providing the Services are subject to the confidentiality obligations in the General Terms and clause 13 of these terms. Upon termination, Meraki will cease remote access and, on request, provide reasonable instructions to disable/uninstall the remote tooling.

7.5 Capacity & Cloud Usage (Minimum Commitments)

7.5.1 If the number of supported users increases, Meraki will adjust the Schedule and invoice the corresponding Fees; increases take effect upon Customer notification or Meraki's identification of the increase.

7.5.2 If the Customer's usage of Cloud Services increases, Meraki will adjust the Schedule and invoice the corresponding Fees on the same basis.

7.5.3 The Customer acknowledges that the supported user quantity and Cloud Services usage are subject to a minimum contracted baseline for the Term; billing will not reduce below the relevant minimum commitment (see General Terms, Charges and Payment). Reductions (if any) take effect prospectively from the start of the next billing cycle and are subject to the notice rules set out in clause 8 (User Level Support).

7.6 Customer Environment & Changes

7.6.1 If Meraki notifies the Customer that any Customer hardware/software has exceeded reasonable serviceable lifespan or has become a source of unreliability, the Customer must replace or upgrade the affected items at its cost within 30 days of notice.

7.6.2 If the Customer adds, re-configures, or operates hardware/software that conflicts with (or degrades) the Supported Environment defined in the Schedule, or refuses a required upgrade/replacement notified by Meraki to enable effective delivery of the Services, then Meraki may suspend the Services

(consistent with the General Terms "Your Responsibilities" and Suspension provisions) until remedied.

7.6.3 If the Customer fails to remedy within a reasonable period (and in any event within 30 days of notice), Meraki may terminate the affected Services or this Agreement in accordance with the termination provisions of the General Terms and clause 15 of these terms.

7.7 Liability Alignment

7.7.1 Meraki will not be liable for delays/failures caused by (i) third-party services, suppliers, or networks; (ii) Customer hardware/software or infrastructure faults; (iii) cyber incidents attributable to Customer/end-user negligence; or (iv) other matters beyond Meraki's reasonable control, each in accordance with the Limitation of Liability in the General Terms.

7.7.2 Nothing in this clause limits or excludes liability that cannot be limited or excluded by law.

7.8 Charging & Invoicing

All charges arising under this clause 7 (including any out-of-scope on-site work, upgrades/replacements, or capacity/usage increases) will be invoiced and payable in accordance with the General Terms (Charges and Payment), in addition to any package Fees set out in the Service Order.

8. User Level Support

8.1 User Level Support billing is charged against staff members listed on Meraki's helpdesk system, and, where possible, synced with the Customer's Microsoft 365 tenancy.

8.2 Meraki reserves the right to increase the billed quantities if additional staff are identified as requiring support during the billing period.

8.3 Inactive staff may be removed from the supported user list, and billing may be reduced accordingly from the start of the next billing cycle, provided that the Customer has given Meraki prior written notice of the change. No retrospective credits or refunds will be applied. For the avoidance of doubt, billing will not fall below the minimum contracted user quantity, which forms part of the Customer's minimum commitment under clause 4 of the General Terms.

8.4 Where the removal of staff would result in the total supported staff numbers dropping below the originally contracted number, billing for the contracted number will continue.

8.5 Changes to supported staff numbers for monthly billed agreements may only take effect from the start of the next billing cycle.

8.6 The Customer is solely responsible for notifying Meraki in writing of staff leaving the Customer's employment.

8.7 In the event of non-notification of staff leaving the Customer's employment, billing will continue to apply for the staff member in question.

8.8 No retrospective refunds will be made by Meraki in the event of additional billing caused by the Customer's failure to notify Meraki of staff departures.

8.9 User Support On-site visits will only be provided to named business locations.

8.10 On-site support is not included in the Essentials IT package. Any on-site attendance or out-of-scope work will be chargeable in accordance with the Charges & Payment provisions of the General Terms.

8.11 On-site support is included under the Enhanced & Premium IT package only where issues cannot reasonably be resolved remotely. Pre-arranged/requested site visits and project work are excluded from Premium on-site support.

8.12 Enhanced includes up to five (5) device relocations per contract year at named business locations.

8.12.1 Premium includes up to ten (10) device relocations per contract year at named business locations.

8.12.2 A "relocation" means moving and re-provisioning a device within the same site (e.g., desk/room moves) and excludes new cabling, furniture moves, or site-to-site transport.

8.13 Relocations beyond the included allowance, or between different sites, are delivered as billable project work. Meraki will quote in advance (travel and/or out-of-hours charges may apply).

8.14 Mobile device management (smartphones/tablets) is provided only where the Mobile Management Add-On is purchased. Without that add-on, support is limited to basic business-email profile setup on a reasonable endeavours basis.

8.15 For applications or platforms outside the Customer's primary stack, Meraki will provide support on a vendor-management basis, coordinating with the relevant supplier/manufacture as needed. Delivery may depend on vendor cooperation, supported integrations, and Customer-provided licences/access.

8.16 Changes to user devices provided for business use must be communicated to Meraki immediately.

8.17 Meraki reserves the right to refuse support where changes or additions to supported user devices have not been pre-agreed in writing.

8.18 Patch Management

8.18.1 Meraki applies operating system and application updates during reasonable, agreed maintenance windows.

8.18.2 Managed devices (Enhanced and Premium): patching is delivered via an industry-standard endpoint management tool (MDM/UEM) selected by Meraki in its reasonable discretion (e.g., Microsoft Intune or equivalent), with scheduled reboots and standard maintenance windows.

8.18.3 Non-MDM devices: patching cadence and windows will be agreed in writing with the Customer.

8.18.4 The Customer will verify system operation following maintenance and notify Meraki without undue delay of any material issues discovered.

8.18.5 Where the Customer requires a specific endpoint management tool, this must be agreed in writing; unless otherwise stated in the Service Order, the Customer is responsible for any associated licensing/subscription costs.

8.19 Where included in the Customer's chosen services, Meraki will coordinate vulnerability testing for external and/or internal attack surfaces as appropriate to the environment and agreed scope.

8.20 Cadence and scope follow the Customer's selected package. Additional tests may be purchased on demand (no fixed limits), subject to scoping and quotation.

8.21 Meraki reserves the right to suspend the Services in accordance with clause 6 of the General Terms if the Customer fails to action or approve any change recommendations or security implementations arising from vulnerability scans.

8.22 Backups and Disaster recovery

8.22.1 Where included, Meraki configures and monitors backups for agreed systems and data, with encryption at rest and in transit where supported by the chosen solution.

8.22.3 The Customer will ensure devices/servers designated for backup remain powered, connected and accessible; Meraki is not liable for failures caused by third-party services, hardware faults or infrastructure beyond Meraki's reasonable control.

8.22.4 DR services depend on the existence of successful, recent backups. Where no viable backup exists, recovery/rebuild assistance is provided as chargeable project/incident work.

8.22.5 Meraki will work with vendors and suppliers to maintain industry-standard security practices to a reasonable degree, taking account of the Customer's platforms, licences and operational constraints.

8.22.6 Response times are targets only and are not guaranteed, unless expressly stated in a Service Level Agreement agreed in writing in accordance with clause 4.4 of the General Terms.

8.23 Installations & Projects

8.23.1 Device installations are included in the Premium IT service if hardware is purchased via Meraki, or as part of an agreed project.

8.23.2 Labour may be charged for installations where hardware is not purchased via Meraki.

8.23.3 Onboarding commences once the Agreement is in place, and the Customer must provide information promptly. Delays due to Customer failure may result in billing for unimplemented services.

8.23.4 No refunds will be given as a result of clause 8.4.

8.23.5 Project work will be carried out as agreed, but may depend on the Customer providing information, upgrading hardware, or granting access. Meraki will not be liable for delays caused by the Customer.

9. Customer Obligations

9.1 Once Meraki has issued written acceptance of the Service Order in accordance with clause 4.2, the Customer may not cancel the Service Order. Termination may only occur in accordance with clause 15 of these Terms or clause 16 of the General Terms. Where hardware and/or software is to be returned, such return shall be managed in accordance with clause 6.4 without affecting the Agreement as a whole.

9.2 The Customer's responsibilities under this Agreement include, in addition to those set out in clause 6 of the General Terms:

- (a) ensuring that the requirements set out in the Service Order and other information provided are complete and accurate;
- (b) cooperating with Meraki in all matters relating to the Services;
- (c) providing Meraki with access to premises, systems, and facilities as reasonably required;
- (d) preparing premises, systems, and devices for the Services, including access outside normal hours if reasonably required;
- (e) obtaining and maintaining all necessary licences, permissions, and consents before the Services start;
- (f) complying with licensing and usage terms for operating systems, software, and Microsoft 365;
- (g) keeping Meraki's materials, hardware, software, and other property safe, in good condition, and using them only as instructed;
- (h) carrying out initial and ongoing data backups as a mandatory requirement;
- (i) refraining from unauthorised maintenance; and
- (j) signing or digitally confirming job sheets on completion of work, where applicable.

9.3 If Meraki's performance is prevented or delayed by any act or omission of the Customer or failure to perform any obligation ("Customer Default"):

(a) Meraki may suspend performance of the Services until the Customer remedies the Customer Default;

(b) Meraki shall not be liable for any costs or losses incurred by the Customer arising from the Customer Default; and

(c) the Customer shall indemnify Meraki on written demand against all reasonable costs, losses, or expenses incurred by Meraki arising from accommodation, computer systems and other facilities as reasonably required by Meraki in Meraki's supply of the Services.

10. Cloud Services & Licensing

10.1 The Customer will grant Meraki the partner, reseller and/or administrative access reasonably required to supply the Services in the relevant Cloud Services tenancies.

10.2 Meraki will use least-privilege access appropriate to the task and will elevate access only where reasonably necessary to provision, migrate or remediate services.

10.3 The Customer will cooperate with any provider-mandated onboarding steps (for example, tenant-to-tenant delegation, reseller linking, domain verification or MFA policies). Delays in completing such steps may delay delivery of the Services..

10.4 Licenses are provided as required, and not limited to the volume stated on any agreement.

10.5 The Customer acknowledges that platform features, permissions and limitations imposed by Cloud Services providers may affect how the Services are delivered; Meraki is not responsible for delays or limitations arising from such provider constraints beyond Meraki's reasonable control.

10.6 Where agreed, Meraki will procure and/or manage the Customer's Cloud Services subscriptions as the Customer's point of purchase or administrator.

10.7 The Customer authorises Meraki to place, modify and assign subscriptions and licences as reasonably required to deliver the Services, subject to the Customer's approval workflows notified to Meraki in writing.

10.8 Cloud Services are provided subject to the applicable provider terms and platform limitations. To the extent of any conflict, provider-mandated terms for the relevant subscription apply to that subscription.

10.9 Cloud Services may be offered on annual, multi-year, monthly or usage-based terms. Where a committed term applies, Fees for the subscription are payable for the entire committed term, irrespective of actual usage, except as expressly permitted by the provider.

10.10 Unless otherwise stated in a Service Order, reductions in committed-term subscriptions (including licence quantities) take effect only at the end of the committed term or renewal, in line with Clauses 15 and 16 of the General Terms

11. Fees and Payments

11.1 The Fees for the Services shall be determined in accordance with the General Terms (Part A), the applicable Service Order, and this Part B (Managed IT Services Terms).

11.2 The Fees will be set out in Meraki's written acceptance of the Service Order.

11.3 Meraki will be entitled to charge the Customer for any reasonable expenses incurred by Meraki or its personnel in connection with the Services, including but not limited to travel, accommodation, subsistence, third-party supplier costs, and materials. Such expenses will be in addition to the Charges payable under the General Terms and will be pre-notified to the Customer in writing prior to being incurred.

11.4 In respect of invoices:

(a) For the supply of hardware and/or software, Meraki may invoice the Customer in advance of dispatch.

(b) For the provision of support services, Meraki may invoice the Customer monthly, quarterly, or annually (for recurring services), or on completion (for one-off services).

In all cases, time for payment shall be of the essence, and payment shall be made in accordance with the payment terms set out in the General Terms.

11.5 Payment terms, VAT, interest on overdue sums, set-off rights, late payment charges, administrative fees, and any other payment provisions shall be governed by the General Terms (clauses 4.5–4.14), unless expressly varied in this Part B.

11.6 Meraki reserves the right to apply an annual increase to Fees. For the avoidance of doubt, the 5% annual increase referred to in this Part B operates as a minimum, and does not limit or restrict Meraki's rights under clause 4.8 of the General Terms to apply higher or additional increases based on CPI, RPI, regulatory requirements, cost increases, or other permitted grounds.

11.7 Meraki reserves the right to increase the Fees where the Customer fails to meet its obligations under clause 9 of this Agreement (Customer Obligations), or where additional on-site, remote, or telephone assistance is requested outside the agreed scope of Services.

11.6 If any conflict arises between this Part B and the General Terms, the provisions of the General Terms (Part A) shall prevail in respect of Fees and Payments.

11A. Group Structure and Billing Arrangements

11 Meraki Communications Limited and Meraki Network Services Limited are each subsidiary of Meraki Group Holdings Limited and are part of the same corporate group. References in this Agreement to "we", "us" or "our" may refer to either Meraki Communications Limited or Meraki Network Services Limited, as the context requires.

11.1 Meraki Communications Limited remains the principal contracting party under this Agreement. Meraki Network Services Limited shall issue invoices and collect payments from you for the Services supplied under this Agreement.

11.2 Any invoice raised by Meraki Network Services Limited for Services supplied under a Sales Order, Order Form, or Network Agreement originally entered into with Meraki Communications Limited shall be deemed valid and binding. You agree that payment of such invoices to Meraki Network Services Limited shall satisfy your obligations under this Agreement.

11.3 This change to the billing entity is an internal administrative arrangement within the Meraki Group and does not constitute a novation, assignment, or amendment to the underlying Agreement. All terms, rights and obligations between you and Meraki Communications Limited shall remain in full force and effect unless and until expressly agreed otherwise in writing.

11.4 You shall not be entitled to object to, withhold payment of, or dispute any Charges or otherwise seek to terminate this Agreement on the basis that invoices are issued by Meraki Network Services Limited rather than Meraki Communications Limited.

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Customer IPR) shall be owned by Meraki or its licensors.

12.2 The Customer is granted a limited, non-exclusive, non-transferable licence to use such Intellectual Property Rights strictly for the purpose of receiving and using the Services during the Term, subject to the Customer's compliance with this Agreement.

12.3 In respect of any third-party Intellectual Property Rights, the Customer's right to use such rights is conditional on Meraki obtaining and maintaining the relevant licence, and the Customer's use shall be subject to the terms of such licence.

12.4 All Supplier Materials are, and shall remain, the exclusive property of Meraki (or its licensors).

12.5 All Intellectual Property Rights in any materials, data, or content provided by the Customer shall remain the property of the Customer. The Customer grants Meraki a non-exclusive, royalty-free licence to use such Customer Intellectual Property Rights solely for the purpose of providing the Services.

13. Confidentiality

13.1 Each Party ("Receiving Party") shall keep in strict confidence all Confidential Information (including technical or commercial know-how, specifications, inventions, processes, initiatives, or business information) disclosed by the other Party ("Disclosing Party"), its employees, agents or sub-contractors, and any other information of a confidential nature concerning the Disclosing Party's business, products, or services. The Receiving Party shall restrict disclosure of such Confidential Information to

those employees, agents, or sub-contractors who need to know it for the purposes of performing this Agreement and shall ensure that such persons are subject to obligations of confidentiality equivalent to those set out in this clause.

13.2 This obligation of confidentiality shall not apply to information which:

- (a) is or becomes generally available to the public (other than as a result of disclosure in breach of this Agreement);
- (b) was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party;
- (c) is lawfully disclosed to the Receiving Party by a third party not under an obligation of confidentiality; or
- (d) is required to be disclosed by law, a court of competent jurisdiction, or any governmental or regulatory authority.

13.3 This clause shall survive termination of the Agreement.

13.4 For the avoidance of doubt, only Directors and Managers of Meraki are authorised to sign Customer agreements, including non-disclosure agreements, on behalf of Meraki. Any other signatories will be considered non-binding.

14. Limitation of Liability

14.1 Nothing in this Agreement will limit or exclude Meraki's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by law.

14.2 Subject to clause 14.1, Meraki will not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or corruption of software, data or information, loss of goodwill, or any indirect or consequential loss; or
- delay, failure, downtime, virus, malware, ransomware attack, or third-party service or cloud service failure, provided such matters are beyond Meraki's reasonable control.

14.3 Subject to clause 14.1, Meraki's total liability to the Customer under or in connection with this Agreement will be limited to the higher of:

- (a) £10,000; or
- (b) 125% of the total Charges paid by the Customer in the 12 months preceding the claim, in each case as set out in the General Terms.

14.4 Except as expressly set out in this Agreement or the General Terms, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.5 The Customer will indemnify Meraki against any losses, liabilities, costs, damages, and expenses arising from third-party claims caused by the Customer's breach of this Agreement or misuse of the Services.

14.6 This clause will survive termination of the Agreement.

15. Termination

15.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other if that other party:

- (a) commits a material breach of the Agreement and fails to remedy it within 30 days of notice; or
- (b) becomes subject to an insolvency event, including but not limited to administration, liquidation, bankruptcy, or equivalent proceedings.

15.2 Meraki may also terminate this Agreement immediately if the Customer fails to pay any amount due on the due date.

15.3 Without limiting its other rights, Meraki may terminate this Agreement for convenience by giving the Customer not less than 30 days' written notice.

15.4 The Customer may terminate this Agreement only by giving Meraki not less than 90 days' written notice prior to the contract renewal date, such termination to take effect at the contracted end date, and subject always to payment of any Termination Fees and early termination charges set out in the General Terms.

15.5 Meraki may suspend performance of the Services if the Customer becomes subject to any of the events listed in this clause or fails to pay any amount due on the due date.

15.6 This clause is without prejudice to the termination rights set out in Clauses 15 and 16 of the General Terms, which will continue to apply in full.

16. Consequences of Termination

16.1 On termination of the Agreement for any reason:

- (a) The Customer will immediately pay to Meraki all outstanding invoices and interest and, in respect of Services supplied but not yet invoiced, Meraki will submit an invoice payable immediately on receipt. This is without prejudice to any Termination Fees or other charges payable under the General Terms.
- (b) The Customer will return all Supplier Materials and any Deliverables not fully paid for. If the Customer fails to do so, Meraki may enter the Customer's premises to recover them. Until returned, the Customer will remain responsible for their safekeeping and must not use them for any purpose not connected with the Agreement.
- (c) Any hardware provided on a rental basis must have its rental period paid in full and be returned to Meraki.

(d) Any Microsoft 365 licences provided on an NCE commitment must have the balance of the NCE term paid in full.

(e) The accrued rights, remedies, obligations and liabilities of the Parties as at termination will not be affected, including the right to claim damages for any breach existing at or before termination.

(f) Any clauses which expressly or by implication have effect after termination will remain in full force and effect

17. Work Rates

17.1 Unless expressly included in the Customer's selected Service Tier or a fixed-price Service Order/Statement of Work (SoW), installations and on-site/project activities are billed under this Section 17 in accordance with the Charges & Payment provisions of the General Terms.

17.2 Day Rates

- On-site half-day: £200 (up to 3.5 hours on site)
- On-site full day: £350 (up to 7 hours on site)
- Time beyond the booked block may be billed pro-rata in additional half-day increments (subject to Customer approval).

17.3 Device Installation (Per-Device)

- £25 per device for ad-hoc/small quantities not covered by a Service Order.
- Includes: unpacking, connecting to existing power/network, first-boot setup, baseline agent/AV install, and basic user handover.
- Excludes: new cabling, furniture/electrical works, data migration, complex imaging, on-site training, or multi-site moves (these are project work).
- Economical option: where the on-site volume/time would exceed a half or full day, Meraki may recommend day rates if cheaper overall.

18. Force Majeure

18.1 For the purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Meraki or any other third party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, or default of suppliers or sub-contractors.

18.2 Neither party will be in breach of this Agreement or liable for any delay or failure in performing its obligations if such delay or failure results from a Force Majeure Event, provided that the affected party promptly notifies the other party of the Force Majeure Event and takes all reasonable steps to mitigate its effect..

18.3 If a Force Majeure Event prevents performance of the Services for a continuous period of more than 90 Business Days,

either party may terminate this Agreement immediately by giving written notice to the other.

19. Assignment and Sub-Agreementing

19.1 Meraki may at any time assign, transfer, charge, sub-contract, or otherwise deal with all or any of its rights or obligations under this Agreement. Where Meraki assigns or transfers its rights or obligations to another organisation, Meraki will notify the Customer in writing in accordance with Clause 21.2 of the General Terms.

19.2 The Customer may not assign, transfer, charge, sub-contract, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Meraki.

20. Notices

20.1 Any notice or other communication required under or in connection with these Terms and Conditions must be in writing and delivered personally, sent by prepaid first-class post or recorded delivery, sent by commercial courier, or sent by email to the address or email address specified in the Service Order (or such other address or email address as either party notifies in writing)

20.2 Any such notice will be deemed to have been received

- If delivered personally, when left at the relevant address;
- If sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;
- If delivered by commercial courier, on the date and time that the courier's delivery receipt is signed;
- If sent by email, on the next Business Day after transmission, provided no bounce-back or failure notification is received

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

20.4 For the avoidance of doubt, this clause is consistent with, and should be read together with, Clause 21.3 of the General Terms.

21. Waiver

21.1 A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and signed by the waiving party.

21.2 Unless expressly stated otherwise, a waiver will not be deemed to be a waiver of any subsequent breach or default. No failure or delay in exercising any right or remedy will constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

21.3 Rights and remedies under these Terms and Conditions are cumulative and do not exclude any rights or remedies provided by law.

21.4 For the avoidance of doubt, this clause is consistent with, and should be read together with, Clause 21.5 of the General Terms.

22. Severance

22.1 If any provision, or part of a provision, of these Terms and Conditions is found by a court or other competent authority to be invalid, illegal, or unenforceable, that provision or part-provision will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

22.2 If such modification is not possible, the relevant provision or part-provision will be deemed deleted, but this will not affect the validity and enforceability of the rest of the Agreement.

22.3 For the avoidance of doubt, this clause is consistent with, and should be read together with, Clause 21.8 of the General Terms.

23. No Partnership

23.1 Nothing in these Terms and Conditions is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute either party as the agent of the other for any purpose. No party will have authority to act on behalf of, or bind, the other party in any way.

23.2 For the avoidance of doubt, this clause is consistent with, and without prejudice to, Clause 21.6 of the General Terms.

24. Third Parties

24.1 Except as expressly provided in Clause 21.7 of the General Terms, a person who is not a party to this Agreement will have no rights under or in connection with it.

25. Variation

25.1 Variations to these Terms and Conditions will be governed by Clauses 1.3 and 21.9 of the General Terms.

25.2 Any additional variations specific to the Managed IT Services will only be binding if agreed in writing and signed by an authorised representative of Meraki.

25.3 Meraki reserves the right to amend these Terms and Conditions from time to time as may be reasonably required in the course of its business, provided that such amendments are notified to the Customer in accordance with the General Terms.

26. Mediation

26.1 In the event of a dispute arising under or in connection with these Terms and Conditions that has not been resolved under the dispute resolution procedure set out in Clause 14 of the General Terms, the parties will in good faith attempt to resolve the dispute through mediation.

26.2 Mediation will be conducted by an independent mediator appointed by agreement of the parties, or, failing agreement within 14 days, by the Centre for Effective Dispute Resolution (CEDR) or another recognised mediation body.

26.3 Unless otherwise agreed in writing, the costs of the mediation (including the mediator's fees) will be shared equally between the parties.

26.4 Nothing in this clause prevents either party from commencing or continuing legal proceedings (including applications for injunctive or other urgent relief) where this is reasonably necessary to protect that party's position.

27. Governing Law and Jurisdiction

27.1 For the avoidance of doubt, Clause 22 of the General Terms shall apply.