

MANAGED MERAKI SERVICE

SERVICE DESCRIPTION SD054



DOCUMENT CONTROL

Version	Completed by	Date
1.4	Puck Lad	24 May 2023
1.5	Puck Lad	13 November 2024
1.6	Puck Lad	09 April 2025
1.7	Puck Lad	30 July 2025

The version history has been recorded and archived and is available upon request should these be required.

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1. SERVICE OVERVIEW

All bold and capitalised terms throughout this Service Description are described in the [Glossary and definition of terms](#).

1.1 SERVICE SUMMARY

The Managed Meraki Service offers comprehensive management of any or all the following Meraki product ranges: switching, wireless, and security devices. All managed and maintained with an intent to ensure the Customer's network operates smoothly around the clock. Our UK-based Operations Centre is staffed 24x7x365 to monitor and manage any Meraki environment.

The Service comprises:

- Pre-Sales Service requirement capture (**"Pre-Qualifying Questionnaire and Pre-Deployment Audit"**)
- 24x7x365 access to log Support Cases (**"Softcat Support"**)
- The Managed Meraki module and the covered technologies (**"Managed Meraki"**)
- Monitoring and patching of managed devices (**"Monitoring and Critical Security Patch Management"**)
- Standardised methods, processes and procedures which are used for all changes (**"Change Management"**)
- Highest impact Case that affects a large number of users, depriving the business of one or more critical services (**"Major Case Management"**)
- Root cause analysis to identify, track and resolve recurring issues and ultimately prevents these from occurring (**"Problem Management"**)
- Triage and resolution or workaround of hardware faults (**"Hardware Break-Fix Support"**)
- Software advisory Support, updates, and recommendations (**"Software Support"**)
- Providing a named Service Delivery Manager, service reviews and service reporting (**"Service Delivery Manager"**)

Optional Add-Ons are chargeable extras and, where required, will be quoted, and confirmed on the Work Order:

- The management and maintenance of SD-WAN (**"Meraki SD-WAN"**) (**Optional Add-On**)

Together, the above comprise the **"Managed Meraki Service"**, referred to as the **"Service"** within this document.

The Service is delivered in accordance with the following ISO standards:

- ISO 20000
- ISO 27001
- ISO 9001
- ISO 22301

Unless otherwise stated in the Work Order, and in addition to any terms set out in this Service Description, the following applies to the delivery of the Service set out in this Service Description:

- Softcat's Terms and Conditions: [T&Cs](#)
- The Data Processing Agreement: [DPA](#)

1.2 SERVICE FEATURE TABLE

Managed Meraki	
Pre-Qualifying Questionnaire & Pre-Deployment Audit	
Initial assessment of Customer's Operating Environment	✓
Detailed assessment of Customer's Operating Environment	✓
Softcat Support	
Log Support Cases 24x7x365 ¹	✓
Online Support portal to track and log calls	✓
A minimum of two (2) Customer Contacts	✓
P1 response Service Level	15 minutes
Managed Meraki	
Meraki Wireless	✓
Meraki Switching	✓
Meraki Access (including LAN analytics)	✓
Meraki Security	✓
Monitoring and Critical Security Patch Management	
Monitoring	✓
Full device management	✓
Trend analysis	✓
Support contract consolidation	✓
Configuration and policy backup	✓
Critical security patch management	✓
Technical reporting - six (6) monthly health check ²	✓
Proactive investigative tools (Meraki Portal)	✓
Proactive event management	✓
Change Management ³	
Standard Change Requests	✓
Normal Change Requests	✓
Retrospective Change Requests	✓
Emergency Change Requests	✓
Non-supported Customer led maintenance	✓

¹ Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

² The six (6)-monthly health check includes (where applicable) capacity management recommendations.

³ For any changes made outside of Softcat's UK Working Hours, additional charges may apply.

Managed Meraki	
Major Case Management	
Major Case management process applies	✓
P1 notifications	✓
Problem Management	
Problem Management	✓
Hardware Break-Fix Support	
Hardware Break-Fix	✓
Hardware Break-Fix for EOL hardware ⁴	✓
Engineer to site option available	✓
Software Support	
Management of vendor hotfixes and access to service patches	✓
Managed escalation to vendor Support centre	✓
Software advisory Support and recommendations	✓
Service Delivery Manager	
Named Service Delivery Manager	✓
Service reports and reviews ⁵	✓
Meraki SD-WAN (Optional Add-On) ^{6 and 7}	
Meraki SD-WAN	✓

⁴ EOL Hardware Break-Fix Support is provided where Components and Supported Products are available and unless vendor restrictions apply.

⁵ Service reports are provided on a monthly basis only, and the frequency of the service review is at the Customer's request.

⁶ "Optional" and "Optional Add-On" means a chargeable extra. Where a chargeable extra is chosen by a Customer, this is confirmed on the Work Order.

⁷ Softcat must take on management of the MX device that is public facing on to the Internet in order to provide this Optional Add-On.

2. SERVICE DETAIL

2.1 PRE-QUALIFYING QUESTIONNAIRE AND PRE-DEPLOYMENT AUDIT

The Pre-Qualifying Questionnaire (PQQ) is carried out between the Softcat account team and the Customer, this will provide Softcat with a high-level overview of the Customer's Operating Environment and for, capturing essential details ("Key Information") required by Softcat in preparation to deliver the Service.

Following the PQQ and where access is provided a Pre-Deployment Audit (PDA) will be carried out to interrogate the Customer's Operating Environment prior to activities initiating the Onboarding Period and determining the solution required by the customer. Where access to the Customer's Operating Environment is not possible, an audit will be completed at the start of the Onboarding Period.

Softcat may recommend and require reasonable and industry-standard changes be completed on the Supported Products before the Activation Date. Softcat can manage and implement these upgrades in collaboration with the Customer for an additional charge; the delivery will be via Softcat Professional Services. Any quotes required for Professional Services work will be provided via the Customer's Softcat Account Manager.

2.2 SOFTCAT SUPPORT

Authorised Customer Contacts have access to Softcat Support around the clock and on any day of the year ("24x7x365").¹

Customer Contacts should raise a Case primarily via the Support portal, where the Case type will be assessed, defined and communicated and the priority level will be agreed with the Customer. Where Service Levels apply to the management of a Case, these will be confirmed on the Work Order. For any Case which the Customer believes to be urgent, the Customer Contact must report to Softcat by telephone.

2.3 MANAGED MERAKI

This Service is delivered through our Softcat Support, this Service Supports the majority of Meraki technologies and additional Components. The various Software Subscription on offer from Meraki are also Supported and will determine the features available to utilise as part of the Service offering.

¹ Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

2.3.1 SUPPORTED TECHNOLOGIES

The following Cisco Meraki technologies are covered by the Softcat Managed Meraki Service. We will also Support all the license types. More information can be found using the following link:

[Meraki Licensing - Cisco Meraki Documentation](#)

Technology	Functionality	Supported
Cisco Meraki MS range	Switching	✓
Cisco Meraki MX range	Security and SD-WAN	✓
Cisco Meraki MR range	Wireless LAN	✓
Cisco Meraki MG range	Cellular gateways	✓ ⁸
Cisco Meraki MT Range	Sensors	✓ ⁹
Cisco Meraki MV Range	Cameras	✓ ⁹
Systems Management	Endpoint management	✗

2.4 MONITORING AND CRITICAL SECURITY PATCH MANAGEMENT

Where possible within the Customer's Operating Environment, Softcat uses tools which automatically investigate the configurations, logs, and vital statistics of the Supported Products. The use of proactive and reactive tools allows Softcat to continuously validate the configuration of the Supported Products against an ever-growing knowledge base.

Where an issue has been identified and qualified, certified technical experts will establish and implement the most appropriate resolution, or workaround, to Software or configuration on the Supported Product(s).

Monitoring and critical security patch management are included as part of this Service.

2.5 CHANGE MANAGEMENT

When Softcat makes a recommendation for a critical security patch, a fix, a best practice upgrade or any other recommended change, Softcat and the Customer will follow the Change Management process to implement these changes.

Change Requests, including changes to configuration, will be managed under the Softcat Change Management process with the Customer approving all changes. During the service Onboarding Period, the Customer will nominate named Customer Contacts who have the authority to approve these changes. The Customer can also initiate a change e.g. a requirement to make a configuration change.

For any changes made outside of Softcat's UK Working Hours, additional charges may apply.

⁸ Supported devices but not the connectivity.

⁹ Supported limited to up/down status.

2.5.1 STANDARD CHANGES

Standard changes are pre-approved changes that are determined as carrying extremely low risk. These changes have defined roll out, back out and test plans associated with them. Standard changes will complete within one (1) Working Day of the request being logged unless the Customer specifies a later date. These changes are normally scheduled for completion within normal Softcat UK Working Hours.

2.5.2 NORMAL CHANGES

Normal changes are not pre-approved and will require a Softcat technician to complete a roll out, back out and test plan. Under the Change Management process, these plans will be approved by the Customer, and Change Management approval. If the change is expected to be actioned on a repeated basis, Softcat and the Customer can mutually agree that it is recorded as a standard change.

2.5.3 RETROSPECTIVE CHANGES

Retrospective changes are only permitted if the change was implemented to resolve or immediately prevent an outage on a business-critical system. For a retrospective change to be actioned, the Customer and Softcat Change Management approval will be tracked against the Case of the related issue.

2.5.4 EMERGENCY CHANGES

Emergency changes are raised when the implementation window is required in a time prior to the next available Change Advisory Board meeting (CAB). If a customer requests an emergency change, then it is implemented entirely at their own risk. If the change is not successful, it will be rolled back. No ad-hoc trouble shooting will be completed.

2.5.5 CUSTOMER PERFORMED MAINTENANCE

These changes are designed to allow Softcat Support to record when a Customer or a Customer's supplier advises that they are performing maintenance work. These changes they will automatically progress through to an 'open' and then a 'closed' state when the scheduled window begins and expires.

2.6 MAJOR CASE MANAGEMENT

When a P1 occurs, Softcat will manage communication with the Customer Contact(s) throughout the Cases lifecycle, in accordance with the communication plan described in the Softcat Services Welcome Pack document. This document is sent to the Customer during the Onboarding Period.

In addition to communications, Softcat will follow its Major Case Management process to resolve the issue or find a workaround that is agreeable to the Customer.

2.7 PROBLEM MANAGEMENT

Softcat will use its Problem Management process to identify the root cause and make recommendations to the Customer to help to prevent further such issues arising.

This problem management process captures information about problems and resolves them, according to Softcat standards and policies.

The process identifies, documents, analyses, tracks, and resolves all problems as follows:

- Problems are logged in a standardised format.
- The impact of problems and number of issues reoccurrences is minimised where possible recommendations on how to prevent further reoccurrence will be made. Any costs associated with such recommendations will be discussed with the Customer prior to implementation.
- Problems are routed and managed in accordance with ITIL-aligned processes.
- Problem status is accurately reported.
- Quality assurance on all problem records is provided.
- Problems are prioritised and handled in the appropriate sequence.
- Case review meetings after major Cases and P1's generate reports which Service Delivery Management share with Customers.
- Trend analysis and root cause analysis is completed, and the output shared with Customers.
- Productivity of resources is maximised.
- The Service is monitored and measured.
- Resolutions or workarounds are implemented in accordance with ITIL guidelines.

2.8 HARDWARE BREAK-FIX SUPPORT

Where a hardware issue is identified following triage, a replacement Component or Supported Product (whichever is applicable) will be dispatched alongside an onsite engineer to Support the resolution of the Case. The engineer will replace the faulty part and bring the Supported Product back to a working state.

Softcat typically provides two types of optional hardware Service Levels:

- a. Engineer response - 8x5xNBD (next business day)
- b. Engineer Fix - 24x7x4hr

The Customer's hardware Service Level type and Engineer Response/Engineer Fix time will be confirmed on the Work Order.

Where stated as such in the Work Order, hardware Support for End-of-Life (EOL) Supported Products is provided under this Service (subject to Component or Supported Product availability). In the event that a Supported Product becomes EOL during the Term, the Support Service in respect of that Supported Product shall be limited to the Hardware Break-Fix service, and the other aspects of the Support Service shall no longer be included.

It is assumed, unless agreed with the Customer and stated in the Work Order, that the Customer's Supported Products are situated at floor level. Where Supported Products are above floor level (and where this is up to three metres above floor level) it may be necessary for Softcat to add an additional cost in order to provide the Service. Any additional costs will be quoted to the Customer and confirmed on the Work Order.

Where a Customer believes that a replacement Component ¹⁰ or eligible Supported Product is needed, a replacement may be requested at any time by way of raising a return merchandise authorisation ("RMA") before the fault diagnostics have been completed. In the event that Softcat agrees to replace the Component or Supported Product at the Customer's request (and the triage process has not been completed) that Customer agrees to pay a 'false call out' charge if the root cause of the fault was not related

¹⁰ Replacement parts can either be new or refurbished at the vendor's discretion.

directly to the Supported Product; for example if the fault was caused by a Software issue in a different part of the Customer's Operating Environment and therefore the fault does not qualify as a Supported Problem). Any quotes for this will be provided via the Customer's Softcat Account Manager.

2.9 SOFTWARE SUPPORT

Softcat's engineers will work with the Customer Contact(s) to establish a Fix or workaround for Software issues.

Where vendor Software Support and Software updates are included in the Service as part of a vendor Partner Programme, this will be stated on the Work Order. Where applicable and required, Softcat will escalate Software issues to the vendor Support Centre and manage the Case with the vendor.

Customers must keep their relevant vendor Partner Programme Software Support contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any Support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges (relating to outstanding vendor Partner Programme costs) will be confirmed on the Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.

2.10 SERVICE DELIVERY MANAGER

Customers will be assigned a named Service Delivery Manager who will act as a point of contact and escalation for the Service during standard UK Working Hours.

The aligned Service Delivery Manager will produce service reports and deliver service reviews as agreed. As part of the service review, they will run through the report in more detail and discuss and capture any other Service-relevant actions.

Reporting provided will detail performance against pre-defined KPIs and Service Level targets, with various Case details.

2.11 MERAKI SD-WAN (OPTIONAL ADD-ON)

The Service provides a fully managed solution that handles a Customer's wide area network (WAN), as scoped, delivering connectivity and stability, as well as maintenance services.⁷

In addition, this Service offers proactive monitoring of the solution to help maintain site availability.

Inter-site connectivity on this Service can utilise either existing or new virtual private network (VPN) tunnels to securely connect multiple locations, built irrespective of the underlying access types.

Regular maintenance activities will be carried out to ensure security and functionality and to integrate new technologies. The regular maintenance work will generally be carried out when technically and operationally feasible within the "Maintenance Window", meaning daily between 00:00 and 06:00, local time of the respective Customer site, or during a Maintenance Window defined in consultation with all relevant parties. The maintenance work carried out within the Maintenance Window will not be regarded as Service Downtime.

⁷ Softcat must take on management of the MX device that is public facing on to the Internet in order to provide this Optional Add-On.

Softcat will inform the Customer of such maintenance work five (5) calendar days prior to carrying out the maintenance activities.

Management of SD-WAN functionality, which includes configuration and policy changes; some of the key service elements are:

- Policy based routing.
- Dynamic path selection.
- Performance probes.
- VPN management.¹¹
- Content filtering and threat protection.
- Smart breakout.
- Dynamic host configuration protocol (DHCP).
- Firewall and traffic shaping.
- Group policies and block lists.
- Meraki SD-WAN.
- Network address translation (NAT) and port forwarding.
- Site to site VPN.
- Intrusion detection and prevention.
- Umbrella connector.¹²
- Cisco advanced malware protection.

¹¹ This is limited to the configuration of the VPN, for example this does not include deploying VPN Agents or configuration of clients or third-party peers.

¹² Not management or configuration of Cisco Umbrella is included in this service, this is purely the connection from Meraki to the Customer's Cisco Umbrella instance.

3. SERVICE LEVELS

3.1 SOFTCAT SUPPORT

Softcat offers a response metric, which is Softcat's commitment to raise a Case within a given time from when the request is made to the Softcat Support.¹

In the table below, the Service Level target column is the percentage of requests responded to within the response metric, for example: 95% of Cases logged as a P1 are responded to within fifteen (15) minutes.

Softcat offers a Fix metric, which is Softcat's commitment to resolve a Case through Fix or workaround.

The response and Fix metrics for Cases are shown in the table below:

Priority	Description	Service coverage hours	Response metric	Fix metric	Service Level target
Priority 1 (P1)	Business impacted or imminent impact expected within four (4) hours; full Customer Site outage; a business-critical system or Supported Product is not working; Customer cannot perform business critical functions; loss of revenue; risk of severe reputational damage; all End-Users unable to perform business critical roles.	24/7	<15 Minutes	<4 Hours	95%
Priority 2 (P2)	Partial Customer Site outage; loss of redundancy; a non-business-critical system or Supported Product is down; Customer experiencing a high degradation in Service; risk to revenue generation; multiple End-Users unable to perform business critical roles.	24/7	<30 Minutes	<6 Hours	95%
Priority 3 (P3)	Single End-User issue that prevents them from performing business-critical elements of their role; multiple End-Users affected by an identical issue that does not prevent them from performing their roles; reduction in redundancy for business-critical systems.	M-F 09:00 – 18:00 (ex. Bank Holidays)	<4 Hours	<1 Working Day	95%
Priority 4 (P4)	Single user issue that does not prevent them from performing their role or a critical operation; reduction in redundancy for non-business critical systems.	M-F 09:00 – 18:00 (ex. Bank Holidays)	<4 Hours	<2 Working Days	95%

¹ Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

Category type	Description	Service coverage hours	Response metric	Fulfilment target	Service Level target
Request ¹³	Request - Working Hours only	M-F 09:00 – 18:00 (ex. Bank Holidays)	<4 Hours	5 Working Days	95%

3.2 CHANGE MANAGEMENT

The Service Level is determined by the type of change. The Service Level starts from when the Customer supplies Softcat with all of the information that is required by Softcat for the completion of the work. Any time spent determining the Customer's expectations or requirements will not be included in the Service Level.

For any changes made outside of Softcat's UK Working Hours, additional charges may apply.

Category type	Description	Service hours	Response metric	Service Level target	Fix metric ¹⁴	Service Level target
Standard Change	A pre-approved procedural change with minimum risk and impact to service. ¹⁴	M-F 09:00 – 18:00 (ex. Bank Holidays)	<4 Hours	95%	1 Working Day	95%
Normal Change	A change, which requires authorisation, is complex and / or requires down time for a related service.	M-F 09:00 – 18:00 (ex. Bank Holidays)	<4 Hours	95%	5 Working Days ¹⁵	95%
Emergency Change ¹⁶	A change required to restore service or protect / mitigate a threat to the environment where it is not acceptable to restore under the related Case.	Applied in line with a Major Case (Priority 1)				

¹³ Unless specified otherwise, any requests are subject to the above metrics.

¹⁴ This is dependent on all required information being received to complete the request.

¹⁵ Dependent on complexity, impact, and approved design.

¹⁶ Softcat reserve the right to disable users, services, or devices, which are found to present an immediate threat to the Customer or Softcat environment without authorisation. This also excludes project related tasks where scope has deviated from agreed design.

3.3 MAJOR CASE MANAGEMENT

As part of the major Case process, initial P1 email communication is sent to the Customer Contact list, within fifteen (15) minutes of receiving the Case escalation.

Updates will be communicated hourly, unless there is a specific reason for a delay (e.g. a restore job is running and is expected to take two (2) hours). In such circumstances, the Customer's expectation will be set in the previous communication.

When Softcat has determined that the impact of the P1 Case on the Customer has been mitigated, the P1 Case will be 'resolved'.

Following the resolution of the Case, if the Customer is still running at a loss of redundancy, or at a reduced but acceptable capacity, then the Case will be reassessed, and priority determined and reflected accordingly.

Upon resolution a report will be compiled and provided to the Customer.

If the reason for the outage has not been established, a problem record will be raised and managed by Softcat.

3.4 HARDWARE BREAK-FIX SUPPORT

Where applicable a variety of Service Levels for an engineer being on site to address a Case ("Engineer Response") and the remediation of Cases ("Engineer Fix") are available for the Supported Products.

Hardware Cases will be resolved within the agreed Service Level target after the completion of the triage process. Service Level target options will be discussed with each Customer and the agreed Service Levels will be confirmed on the Work Order.

The Hardware Break-Fix Support service includes advisories of configuration changes and recommendations of upgrades to the Supported Products including:

- a. Monitoring and/or management of the Supported Products
- b. Patching of the Supported Products

Any applicable Service Level commences when a Case has been confirmed.

Any applicable Service Level commences at the earlier of a) the diagnostics having been completed, or b) an RMA being identified, providing all required information is captured/communicated to Softcat to remedy the Supported Problem.

Where a Supported Product is replaced pursuant to the Support Service following an RMA, the device with which it is replaced shall automatically take the place of the faulty device as a Supported Product.

4. CUSTOMER RESPONSIBILITIES

4.1 PRE-QUALIFYING QUESTIONNAIRE & PRE-DEPLOYMENT AUDIT

- a. The Customer must complete all questions within the pre-qualifying questionnaire that will be sent to them by the Softcat Account Manager prior to any further works being carried out.
- b. Sufficient access to the Customer's Operating Environment must be provided at earliest possible stage to enable Softcat to carry out the audit of their environment.
- c. The Customer is required to add the Softcat Meraki log in to their account to enable Softcat access.

4.2 SOFTCAT SUPPORT

- a. The Customer should ensure that Customer Contacts are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and be of a sufficient proficiency to apply the recommendations that are provided as part of this Service.
- b. Prior to Service commencement the Customer should provide:
 - i. The Customer's admin on Softcat's ticketing Platform must maintain at least two (2) Customer Contacts for the purposes of Support and continuity; and
 - ii. Any relevant Key Information e.g. models, serials, tenancy, Subscription.
- c. When raising a Case, the Customer Contact should provide, when requested by Softcat:
 - i. Valid and applicable serial numbers for the affected Supported Product(s);
 - ii. Reasonable visibility of system logs, configuration files and error messages;
 - iii. Details of Software versions and configuration;
 - iv. A description of the symptoms and other devices or services impacted;
 - v. Confirmation when the issue first occurred and if it has occurred before (where possible provide previous Case references);
 - vi. Details of any recent changes or projects implemented prior to the issue being raised;
 - vii. Details of all Fixes, configuration amendments and updates performed already to attempt to resolve the issue prior to raising the Case;
 - viii. To what extent the issue is affecting operation of the Customer's business;
 - ix. The number of End-Users impacted and their location;
 - x. Contact details of the Customer Contact;
 - xi. Details of any trouble-shooting steps already undertaken.
- d. Implementation of best practice recommendations advised by Softcat.
- e. Direct Support for End-Users. Customers should ensure the Customer's staff are trained to refer all Cases to the Customer Contact in the first instance, and not permit persons other than a Customer Contact to approach Softcat to register a Case.
- f. Provide thirty (30) days' notice to Softcat of any requested addition(s) to the Supported Product list.
- g. Use the Service only for the business purposes of the Customer and keep all access credentials and certificates, which Softcat may provide to allow access to the Service, safe and secure, and not share them with any third party without Softcat's prior written consent.
- h. Not use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction.
- i. The access point (AP) change, removal, mounting and cabling is the responsibility of the Customer.

- j. It is the responsibility of the Customer to troubleshoot any issue with the signal, coverage, Customer's End-User issues and functionality when it comes to the AP's. This is all working in conjunction with Softcat.
- k. The Customer is responsible for all cabling.
- l. As part of the management of the Service the Customer will lose their access rights but read-only access can be provided on a case-by-case basis.

4.3 MANAGED MERAKI

- a. The Customer has a responsibility to ensure that their Customer Contacts is maintained accurately for each Customer Site.
- b. In order to receive the Service the Customer must ensure that the Meraki and CPE be kept in an operating environment that meets the best practices described by the manufacturer.
- c. The Customer is responsible for all equipment and services running from the Customer side of the service termination point which includes services such as Domains, VLANs and DNS Servers.
- d. The Customer must ensure that their use and their End-Users' use of mail does not adversely affect the proper functioning of Softcat's systems, including where mailboxes:
 - i. receives large volumes of undeliverable mail; and
 - ii. have forwarders set to other mailboxes where mail cannot be delivered or have forwarders or autoresponders that generate circular loops.

4.4 CHANGE MANAGEMENT

- a. Customer has a responsibility to ensure that their Customer Contacts is maintained accurately. This determines who is a change approver and who is a commercial approver.
- b. It is the Customer's responsibility to inform Softcat of any planned changes in advance and to specify any preferred timing for these changes. For any changes made outside of Softcat's UK Working Hours, additional charges may apply.

4.5 MAJOR CASE MANAGEMENT

Customer has a responsibility to ensure that their Customer Contacts is maintained accurately.

4.6 HARDWARE BREAK-FIX SUPPORT

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- b. Unless otherwise stated as Supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or Software associated to:
 - i. devices used by End-Users;
 - ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment;
 - iii. user authentication services; and
 - iv. connectivity, including the method, hardware, or protocol of connecting the Supported Product to the Customer's Operating Environment.
- c. Avoid the use of Components/Software which are/is:

- i. unauthorised by Softcat (or where consent has not been received) and the manufacturer;
 - ii. not purchased via a route approved by the manufacturer/ vendor of the Component/Software (including 'grey' Products, being devices/Components purchased through unauthorised channels e.g. from overseas); and
 - iii. devices/Components excluded from Support by the vendor or manufacturer (e.g. where a Product is End of Life).
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the Supported Products and Softcat Support engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.
- e. Ensure that all Supported Products are insured for full replacement value against loss or damage and against all prudent and normal insurance risks.
- f. Keep each Supported Product at the original installation site, and not move it without notifying and receiving approval from Softcat.
- g. Structured and network cabling in the Customer Operating Environment and/or its connections to the Supported Product(s).
- h. Assistance where possible in troubleshooting any failed hardware prior to initiating the Hardware Break-Fix procedure.
- i. The name of a point of contact prior to delivery of replacement Components or Supported Product(s).
- j. Take all reasonable precautions to ensure the health and safety of Softcat employees and Softcat agents who are attending the Customer Site.
- k. Provide any necessary security authorisation and physical access to the Supported Products so that the Service can be provided.
- l. Following an RMA, the Customer shall retain all packaging for the replacement Supported Product and shall use the same, or provide packaging of similar performance, for the return of faulty device. The Customer shall take all due care to pack the faulty device in such a way as to protect it from damage during transit. Following completion of an RMA, Softcat shall have the right to charge the Customer for the replacement Supported Product if the replaced Supported Product in question has not been returned as directed by Softcat within five (5) Working Days of delivery of the replacement Supported Product.
- m. Following any Break-Fix process that results in the replacement of devices, the Customer is responsible for providing complete and accurate inventory information for the new devices to Softcat when requested. This information must be provided within [specify timeframe, e.g. five (5) Working Days] of the replacement. The inventory details should include, but are not limited to, device type, model, serial number, and any other relevant identifiers. This will enable Softcat to update its records, ensuring that the data held for the Customer remains accurate and up to date. Failure to provide this information in a timely manner may impact Softcat's ability to deliver effective Support and maintain accurate asset records.

4.7 SOFTWARE SUPPORT

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- b. Unless otherwise stated as Supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or Software associated to:
 - i. devices used by End-Users;

- ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment;
- iii. user authentication services;
- iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment.
- c. Avoid Software which is/are:
 - i. unauthorised by Softcat (or where consent of Softcat to their use has not been received);
 - ii. not purchased via a route approved by the vendor or manufacturer of that; and
 - iii. Software excluded from Support by the vendor or manufacturer (e.g. where a Product is (EOL)).
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the Supported equipment and Softcat Support engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.
- e. The Customer will provide to Softcat with TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images.
- f. Except to the extent it would be impossible; network diagrams and topologies of the technology infrastructure in which the Supported Products are embedded.
- g. Customers must keep their relevant service Software Support Contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any Support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges will be confirmed on the Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.

4.8 SERVICE DELIVERY MANAGER

- a. Provide email distribution list for any service reports or communication.
- b. Keep Customer Contacts up to date in ticketing platform (ServiceNow) to allow Service Delivery Managers to provide the Service effectively.
- c. Provide advanced notification to Softcat Support of any planned maintenance that could have an impact on any hardware or Software that Softcat provide Services for.
- d. Provide advanced notification to Softcat Support of any planned decommissioning of Softcat-related equipment or Software.

4.9 MERAKI SD-WAN (OPTIONAL ADD-ON)

The Customer has the responsibility to ensure that the device (usually an MX device), which is publicly facing out to the internet is under the Softcat management, otherwise this Optional Add-On won't be covered by this Service.

5. NOTABLE EXCLUSIONS

5.1 PRE-QUALIFYING QUESTIONNAIRE AND PRE-DEPLOYMENT AUDIT

- a. Pre-Qualifying Questionnaire and Pre-Deployment Audit scope is limited to the listed Supported Products provided by the Customer for Softcat's onboarding process and this is not a full network audit of the Customer's Operating Environment.
- b. Any access issues to the Customer's Operating Environment that prevent Softcat from carrying out the Pre-Deployment Audit will not be Softcat's responsibility to resolve.

5.2 SOFTCAT SUPPORT

- a. At an additional cost the Customer can request project and design work, including Professional Services by contacting their Account Manager for a quote.
- b. No monitoring is provided on the AP's.
- c. Wireless coverage is not part of this service, for example this includes any investigation, or physical changes required to the AP's, etc.
- d. Any responsibility with the cabling including troubleshooting root cause.

5.3 MANAGED MERAKI

In the event the Meraki cloud is not available, Softcat will not be able to deliver the Service to the Customer as the Service is fully reliant on the Meraki Cloud being available.

5.4 CHANGE MANAGEMENT

For any changes made outside of Softcat's UK Working Hours, additional charges may apply.

5.5 HARDWARE BREAK-FIX SUPPORT

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as 'grey market'), stolen or second-hand.
- b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date.
- c. Equipment or technology, listed as Supported Products, where third-party have been installed such as memory, which were not manufactured by or certified by the vendor of the Supported Product.
- d. Consumable items, where these have been identified as consumable items by the vendor.
- e. Repair or replacement of Supported Products which, in Softcat's opinion (acting reasonably) are beyond economical repair.
- f. Softcat will cover the configuration of the AP's however management of RF (Radio Frequency) and Coverage surveys are not included as part of this service.
- g. Meraki System Manager, Insight monitoring and security cameras are not covered as part of this Service, the Customer will have full access to these systems if required and purchased at an additional cost.

5.6 SOFTWARE SUPPORT

- b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as 'grey market'), stolen or second-hand.
- h. Softcat Service Levels will not apply to the resolution or workaround of any Software issues and Support is provided on a reasonable endeavour's basis. Only response metric apply to Software issues.
- i. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing.
- j. Software, Operating System and firmware Support for Supported Products that are End of Sale (EOS).
- k. Software Support for Supported Products that are excluded from Support by the vendor.
- l. The effects of a vendor-recommended patch on the Supported Product.
- m. Field engineer attendance to resolve Cases (unless stated as includes elsewhere in this Service Description).
- n. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported Software problem and the Customer chooses not to do this, Support could be limited.

5.7 SERVICE DELIVERY MANAGER

- a. Any bespoke reporting or service reviews.¹⁷
- b. Service Delivery Managers will not act as a project manager or in any other capacity outside of the activities described in this Service Description.

5.8 MERAKI SD-WAN (OPTIONAL ADD-ON)

- a. If for any reason Softcat need to contact the connectivity provider, we are bound by their Service Levels. We will be bound by the longer of our Service Levels and the third-party connectivity provider's Service Levels.
- b. As part of this Service, Softcat will not be managing the connectivity (Underlay) layer for the Customer.

¹⁷ This is available, but subject to an additional charge. Customers can request a quote by contacting their Softcat Account Manager.

6. SERVICE ACCEPTANCE AND ONBOARDING

Following receipt of a Customer purchase order, Softcat will confirm the Contract by sending a Work Order, which is usually undertaken online via DocuSign.

Following the acceptance of the Contract, the Onboarding Period will begin. This is the period in which any pre-requisite dependencies for the Service are completed, for example the collation of the Key Information. If there is a requirement for any additional assessment of the Customer's Operating Environment following Softcat's receipt of the Key Information, this will be undertaken during the Onboarding Period.

During the Onboarding Period ¹⁸, the Customer will have an aligned onboarding team to ensure key activities are completed throughout. Key activities may include:

- Kick off call between Softcat and the Customer.
- Appropriate reporting / documentation as agreed between Softcat and the Customer.
- Management of Softcat personnel directly connected to onboarding.
- Any project Change Requests required will be managed by Softcat.
- Ensuring Acceptance into Service ("AIS") document signed.

At the end of the Onboarding Period, the Customer will be provided with an AIS document which is required to be signed by the Customer within five (5) days of receipt. The Activation Date for the Service will be the day on which the Onboarding Period ends and is signed off as complete by the Customer or, in the event of no response, five (5) days after the Onboarding Period has completed and the AIS document has been provided (which is the sooner). Where any Key Information requested by Softcat is outstanding at the Activation Date, Softcat's obligation to deliver the Service shall be subject to reasonable endeavours.

Shortly after the Work Order is signed, the Customer will receive a "Softcat Services Welcome Pack" document, which includes key contact details for Softcat, an overview of the escalation process, and other useful information.

¹⁸ Where applicable, an SOW will be written to detail the specifics of the Customer's Onboarding Period and additional costs may be incurred.

7. SERVICE BILLING AND CONTRACT TERM

The billing frequency and the Initial Term will be agreed with the Customer and confirmed in the Work Order.

Where a Supported Product is added during an existing Term of the Service, where possible the Support for that Supported Product will co-terminate with the existing contract Term. Where this is not possible, Softcat will seek to agree a Term with the Customer for the additional Supported Product(s).

Unless it is stated on the Work Order that the Service will not Auto-Renew ¹⁹, or written notice is given by either Party to the other of its intention not to renew the Contract at least thirty (30) Working Days before the expiry of the Initial Term or any subsequent Renewal Term, the Service at the expiry of the Initial Term or any subsequent Renewal Term will be renewed automatically for a further term of one (1) months on the same Terms and Conditions as detailed within the Contract.

¹⁹ The state of Auto-Renew will be reflected in the 'service specific section' of the Work Order.

8. TERMS AND CONDITIONS

8.1 OVERVIEW OF TERMS AND CONDITIONS

The delivery of the Service to the Customer shall be governed by Softcat's terms and conditions and the Work Order. Softcat's terms and conditions and the other Agreements listed below.

- Softcat's terms and conditions: <https://www.softcat.com/terms-and-conditions-uk/>
- Capitalised terms in this document shall have the meaning set out here:
<https://www.softcat.com/documents/glossary-and-definition-of-terms.pdf>,

unless they are defined in the Terms and Conditions. In the event of any discrepancy or conflict between the Terms and Conditions and this Service Description, this Service Description shall take precedence.

For the purposes of the relevant Work Order and this Service Description, the term "Service" shall be interpreted as an "Annuity Service".

8.2 DATA PROCESSING AGREEMENT AND ACCEPTANCE OF THE CONTRACT

By signing the Work Order, in addition to agreeing to the Service Description, the Customer agrees to the Data Processing Agreement (DPA), available here:

<https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf>

The DPA shall be a separate agreement to the Contract (and no liability shall arise (i) under this Contract in respect of the Processing, or (ii) under the Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

8.3 ADDITIONAL TERMS

8.3.1 WARRANTIES

- a. The Customer warrants that the Supported Products are in good working order at the Contract Start Date, the Key Information Date, and the Activation Date (except to the extent a fault has been reported at that time, and Softcat (or their predecessor as provider of services equivalent to the Support Service) has elected in its discretion to address that fault as though the Support Service was in full effect at that time). If Softcat reasonably believes that any Supported Products were not in good working order prior to that date:
 - i. the Support Service may be withheld in respect of those (and potentially other) Supported Products, and/or;
 - ii. Softcat may elect to extend the Onboarding Period for that/those Supported Products.

8.3.2 MANAGED MERAKE

- a. Softcat are not entitled to modify the parameters of the Service where it would result in non-compliance with applicable laws or any ruling of competent state authorities. Prior written notice will be provided in advance of the expected date of the changes.

- b. If the Customer responsibilities are not completed as described in this Service Description, any additional works and/or additional on-site surveys required to verify the readiness at the Customer Site will result in Softcat invoicing any additional costs direct to the Customer.
- c. As part of the service offering our Operations Centre shall provide the following levels of management and can provide analytics when requested:
 - i. Wireless LAN management
 - (a). SSID ²⁰ management including network naming and authentication.
 - (b). Access control policy management.
 - (c). Splash page management.
 - (d). Firewall rules at layer-3 and layer-7 application layer.
 - (e). Traffic shaping management.
 - (f). Number of visitors, passersby.
 - (g). Capture rate.
 - (h). Time that visitors spent.
 - (i). Number of return visitors.
 - (j). Top clients of the network in terms of traffic.
 - (k). Top Applications of the network in terms of amount traffic.
 - (l). Information of devices on the wireless network.
 - ii. LAN management
 - (a). Switch chassis management.
 - (b). Port management.
 - (c). VLAN management.
 - (d). Access control policy management.
 - (e). Switch stacking management.
 - iii. LAN Analytics and Reporting
 - (a). Network level usage.
 - (b). Top device by usage.
 - (c). Top clients by usage.
 - (d). Top Application by usage.
 - iv. Application visibility and reporting
 - (a). The discovery and classification of all Applications flowing over the network.
 - (b). Reporting on Application network usage and performance.

8.4 ISO STANDARDS

The Service is fully compliant with the following ISO standards, ensuring the highest levels of quality, security and continuity:

- **ISO 20000** - Focuses on IT service management, ensuring that services are aligned with business needs and adhere to best practices. By following ISO 20000, the Service guarantees that the IT service management processes are efficient, effective, and continually improving to meet Customer evolving demands.
- **ISO 27001** - Dedicated to information security management systems. It helps organisations protect data and manage security risks systematically. Compliance with ISO 27001 ensures that robust security

²⁰ Service set identifier (SSID) is a unique network broadcast name made up of case-sensitive letters, numbers, and special characters on a wireless local area network.

measures are in place to safeguard sensitive information mitigate risks and respond promptly to security Incidents.

- **ISO 9001** - Addresses quality management systems. It ensures that the Service consistently meets Customer requirements and strives for continuous improvement. By adhering to ISO 9001, the Service demonstrates commitment to delivering high-quality services that enhance Customer satisfaction and operational excellence.
- **ISO 22301** - For business continuity management systems, helping organisations prepare for a respond to disruptive Incidents. Compliance with ISO 22301 ensures that the Service has comprehensive plans and procedures in place to maintain business operations during unforeseen events, thereby minimising downtime and ensuring service continuity.

