

MANAGED WAN SERVICES

SERVICE DEFINITION

V2.0

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About this document

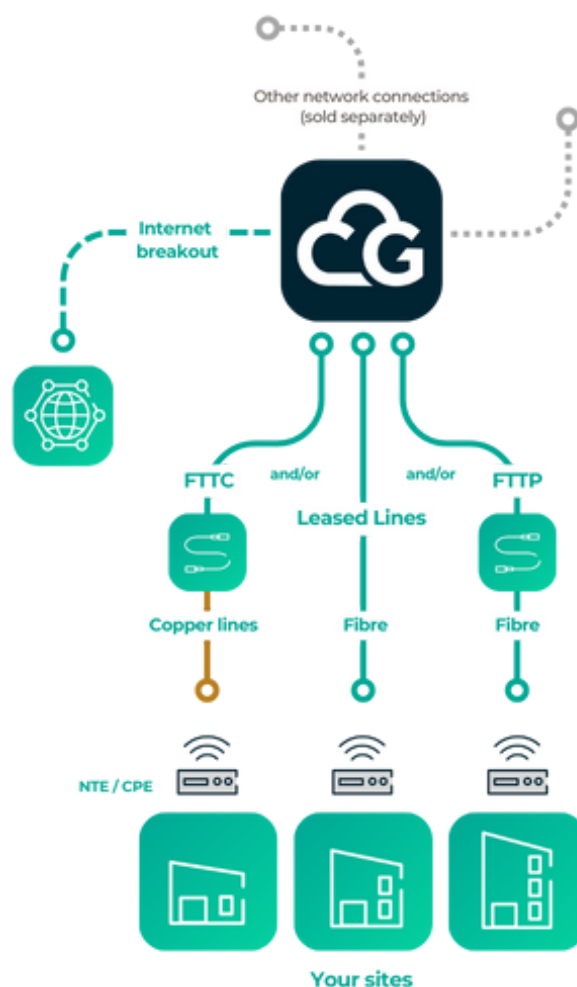
This document is designed to provide a straightforward, clear description of **Managed WAN Services**. It covers basic operation, support, what's included and excluded. It defines your responsibilities, and our responsibilities when deploying and running the service.

What is Managed WAN?

Managed WAN Services is a component service available as part of the Cloud Gateway platform. This component enables you to employ us to be your WAN (Wide Area Network) provider.

Managed WAN generally involves delivery of physical circuit(s) to your site(s) and installation/configuration of a network device, and Customer Premises Equipment (CPE). The service is designed to provide seamless and transparent access to the rest of the network.

You can also implement security components that protect the traffic to and from your sites. Additional connectivity and security services are subject to commercial agreement and not included with Managed WAN Services as standard.



Basic operation

Access Options

We'll work with you to understand your requirements and propose a suitable deployment of Managed WAN Services - with appropriate access option(s), backup line(s) and bandwidths. For all tail circuits, bandwidth options range from 10Mbps to 10Gbps.

We work with last mile providers and manage the installation and architecture. All new circuit installations are subject to survey. Tail circuits can be provided through the following methods:

Fibre-based Ethernet Service (Leased Line)

This delivery method provides high-speed dedicated fibre infrastructure directly to your premises. The fibre line connects to Network Terminating Equipment (NTE) provided by Cloud Gateway. Either copper or fibre can then be used to connect the NTE to Customer Premises Equipment (CPE) provisioned by our partners.

Ethernet over Fibre to the Premises (FTTP)

This delivery method provides high-speed fibre connectivity to the local cabinet. From here, OpenReach will provision a fibre connection and necessary equipment to link the cabinet to your premises. Either copper or fibre can then be used to connect the NTE to CPE provisioned by our partners.

Ethernet over Fibre to the Cabinet (FTTC)

This delivery method provides high-speed fibre connectivity to the local cabinet. From here, existing copper lines are used to connect the cabinet to your premises. Either copper or fibre can then be used to connect the NTE to CPE provisioned by our partners.

Customer Premises Equipment (CPE)

CPE device(s) will be provided by us, to be installed at your location(s).

The CPE device(s) will connect to the Customer Edge (CE) device(s) to enable dynamic or static routing as required. Our CPE device(s) will serve as the demarcation point between the Cloud Gateway managed environment and your own network or Local Area Network (LAN).

You will be responsible for everything beyond the CPE we provision, and for providing space and power for the CPE and Network Termination Equipment (NTE) where required.

The point of interconnection for the service will be 10/100/1000 Base T, 1000 Base SX/LX or 10GBase LR/SR.

Wayleave

With reasonable notice, you give us permission to install, inspect, maintain, replace or remove equipment on your site. We will minimise the associated disturbance and inconvenience associated.

You must be the current occupier of the site(s) and either the freeholder or a tenant with your lease expiring after the contract term. You are responsible for ensuring that our equipment is not damaged and for taking all reasonable steps to prevent interference or tampering with the equipment. You must also inform us if you intend to refurbish,

demolish or reconstruct all or part of the site. We will work with you to find alternative sites or routes for the equipment.

You will hold all site-related permissions and approvals required for us to deliver, install and maintain the service.

Contract termination or expiry shall not terminate any site wayleave which would prevent us from recovering equipment from site(s).

Your site

You will ensure that the location and position of all equipment complies with all applicable health and safety regulations in force on the date of this Agreement. You will pay for the relocation of any equipment found to be in breach of any such regulations and are liable for any costs incurred by us if equipment is installed under your instruction on sites not owned by you. Should new legislation or regulations come into force after the commencement of this Agreement which would require any equipment to be relocated, you will pay such relocation costs.

If you wish, other than for reasons connected to applicable health and safety regulations, to move any part of the equipment to a different location within your site(s), you will give at least three months' notice. You will work with us to ensure that any such relocation takes place at a time when the least disruption shall be caused to our business.

Equipment shall remain our property. We may modify, substitute, renew or add to the equipment provided that such modifications, substitutions, renewals or additions do not affect the service and connection(s). Where modification would interrupt the service, then modifications will be carried out as a planned outage as described in the Master Service Agreement.

You will be responsible for ensuring at all times the safe keeping and proper use of the equipment at the site(s) and will be liable for any loss or damage to the equipment, including the following:

- Comply with all our reasonable instructions;
- Not to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the equipment;
- To keep the equipment at the site(s) stationary at all times;
- Not to add to, modify, or in any way interfere with the equipment;
- In the case of an emergency, to take whatever steps as are reasonably necessary to safeguard the equipment and to notify us as soon as possible of the circumstances of such emergency;
- Other than in the event of an emergency to not allow the equipment to be repaired, serviced or otherwise attended to except by us;
- Not to do anything or knowingly to allow any circumstance, which is likely to damage the equipment or detract from or impair its performance or operation;
- Not to remove, tamper with or obliterate any words or labels on the equipment in order to ensure the equipment can be identified as belonging to us;
- To permit us to inspect or test the equipment at all reasonable times; and

- At our request produce evidence that you have suitable insurance in respect of relevant risks in accordance with standard industry practice relating to such equipment.

Virtual Routing and Forwarding (VRF) & Routing Configuration

Routing

In order to control traffic paths and allow for dynamic failover during network issues, Border Gateway Protocol (BGP) will be configured between our routers and your routers.

We will provision a /30 subnet per site and will become the BGP peering link from your site to Cloud Gateway; this will be done from two of our diverse data centre locations to each of your sites.

BGP AS-PATH prepend will be the main traffic path manipulation technique.

Network Address Translation (NAT)

You will need to advertise the site prefixes to us. We will not forward these prefixes unless confirmed that they are unique.

Ordinarily, your prefixes will be Source NAT (SRC NAT) using a Cloud Gateway IP address.

Resilience

Our BGP peering provides resilience by connecting to two geographically diverse data centre locations as detailed above.

We recommend that resilient links are deployed at your premises too. This can be achieved via a secondary site connection using the access methods listed above. But, this is up to you and would be at additional cost.

Minimum security requirements

Managed WAN Services forward traffic through our platform where security policy is enforced. As a minimum, you will need to purchase Foundation Security. Ask us for the Service Definition for details.

Additional security services including FWaaS, SWG and WAF can also be purchased. Once activated, rules may be created for you to permit access to/from specific services across our platform.

Maintenance

We will provide maintenance services for the proper operation of the connection(s) and, where appropriate, the switching and routing equipment required to provide the service.

You will permit us or our agents upon reasonable notice (except in an Emergency, when no notice is required) to enter the site(s) for the purpose of monitoring and maintaining the equipment.

If you detect any defect or impairment in the operation or performance of the service and/or connection, you will notify us and we will respond promptly after then make the necessary corrections in accordance with the Service Level Agreement.

If we detect any defect or impairment in the operation or performance of the equipment, we shall notify you of the nature of such defect or impairment.

We will be entitled to charge for any maintenance results from misuse or neglect of or accidental or wilful damage to the equipment where such misuse, neglect or damage occurs beyond the point of interconnect in the site(s).

Outages

In maintaining the service, we may with reasonable notice request a temporary outage or re-routing of the service. Wherever reasonably possible we will notify you of the outage or re-routing in advance and will cooperate with you as to the timing of the outage or re-routing. When notice of an outage/rerouting has been given, you will not be entitled to any compensation and lack of availability will not be counted against the Service Level Agreement.

If there is an outage/rerouting that has not been previously notified to you, this will be regarded as a fault.

Planned network maintenance or upgrades may be required from time to time. Notice will be given to all customers that may possibly be affected by this type of outage.

Acceptable Use

You will not use or knowingly permit anyone else to use the service and connection(s) to send a message or communication which is offensive, abusive, indecent, obscene or menacing; or to cause annoyance or inconvenience; or is contrary to any applicable English Law.

You will indemnify and hold us harmless against all liabilities, claims, damages, losses and proceedings arising out of any such use of the service and connection(s).

Acceptance testing

Acceptance criteria

Following the installation of the CPE, acceptance tests will be carried out by both you and us to ensure that the service and applicable connectivity is ready for use.

The acceptance criteria for Managed WAN Services as part of the platform onboarding are:

- Basic connectivity testing from site to other network endpoints
- Failover test between primary and secondary connection

If the service and/or connection are not ready for use, we will either repair or replace the CPE and repeat the tests.

If needed, we can make sure all tests are carried out in the presence of an authorised representative for your business, so long as they are available at such reasonable times that we may specify.

Exclusions

The service does not include:

- Custom security policy. As a minimum, Foundation Security should be purchased (available separately). Additional security policies may be implemented via Firewall-as-a-Service (FWaaS), Web Application Firewall (WAF) and SWG (Secure Web Gateway). These services are available as separate components of the platform.
- You will be liable for any loss or damage at or beyond the point of interconnect at the site(s) to any part of the equipment within the site(s). You will hold us harmless and reimburse us for all such loss or damage. You will notify us immediately of any such loss or damage and you will obtain reasonable insurance for such loss or damage.
- You will not be liable for any loss or damage to the equipment where such loss or damage occurs before the point of interconnect within the site(s) unless such loss or damage is due to your negligent, malicious or wilful action or inaction. You will then be liable to us for our losses, damages and costs.

Customer responsibilities

You are responsible for:

- The assistance, facilities and environmental conditions for the service and all reasonably necessary electrical fittings relating to the service and you shall ensure that any necessary preparation is completed before the service is delivered and installed.
- You will procure, at your expense, a secure electricity supply at such points as we reasonably require for each service connection. No electricity will be supplied by us and you will also procure back-up power with sufficient capacity to conform to the stand-by requirement of the relevant British Standards as needed if the service, including the provision of access to emergency services, is required to continue uninterrupted in the event of a power failure.
- Preparation of the sites ready for delivery and installation of CPE, in accordance with instructions provided by us. Instructions will include confirmation of applicable switching and/or routing equipment which will be required at site for the operation of the service.
- Procuring and provisioning suitable accommodation, assistance, facilities and environmental conditions for the CPE, and all reasonably necessary electrical and other installations and fittings before the CPE is delivered and installed.
- Ensuring the location and position of equipment comply with all current applicable health and safety regulations. In the event of a break of regulations, you will be responsible for charges relating to the relocation of equipment.

- Ensuring that air conditioning and all other environmental controls in the premises where CPE is located are maintained within the following ranges: humidity between 35% and 65%, temperature between 10oC and 35oC.
- Provision of site access for maintenance and/or replacement of CPE.
- You will be responsible for ensuring that your equipment is installed and connected to the service in accordance with our instructions and the specifications. You will be responsible for the repair and maintenance of your equipment.
- You will ensure that your equipment complies with all relevant Laws and applicable industry standards for the time being in force. We reserve the right to disconnect your equipment if you do not fulfil this obligation.
- Any User Acceptance Testing (UAT) before, during or after the service goes live.
- Giving notice to move CPE. If you wish to move any part of the CPE to a different location on the premises, you must give us the maximum notice reasonably practicable (which must be a minimum of 3 months' notice). On the expiry of the notice period, and with our consent, you are entitled (at your own expense) to move equipment to a different location. You should speak with us to ensure that any relocation takes place at a time when the least disruption is caused.
- Backups. You are responsible for backing up your own systems. We don't hold customer data. We will back up our own platform, and will store logs as detailed in the Log Storage section below

Cloud Gateway responsibilities

We are responsible for:

- Design, installation and configuration of the Managed WAN Service
- 24/7 proactive monitoring of the Service
- Delivery and installation of CPE to your site. We will use reasonable endeavours to comply with your requests in respect of installation. Our decision on the routing of cables and wires and the positioning of outlets and other apparatus is final and binding
- Maintenance of our CPE hardware at your site
- L3 interface between the site CPE device and our platform
- Provision of a /30 subnet per site, to become the BGP peering link from your site to Cloud Gateway; this will be done from two of our geographically diverse data centre locations to every site
- Data centre failover. In the event of the primary connection failing, the secondary path will be used to forward traffic
- Providing access to the Cloud Gateway Portal (subject to the Terms of Use)

Ordering and lead time

Ordering and volume

We calculate your cost from a number of variables including site location, bandwidth, access options and resilience requirements. WAN Services are sold as a component of our platform, the cost will usually be calculated and quoted as a separate cost in your proposal.

When you return a completed order form, we will send you an Order Acceptance Form and you will complete a site wayleave, granting us permission to install and maintain our equipment in your site(s).

We will provide you with the relevant information to enable you to prepare your site(s) for delivery and installation of the service and you shall suitably prepare the site(s) for delivery and installation of the service. You will also comply with our reasonable instructions and requirements relating to the preparation of the site(s). For example, this may include confirmation of applicable switching and/or routing equipment which will be required at each site for the operation of the service.

We will install the service at the site(s) and we will use reasonable endeavours to comply with your requests in respect of installation but our decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the service shall be final and binding.

In the event that we are unable to proceed with the installation of the service due to your acts or omissions which prevent or delay installation, we shall have the right to invoice you for all costs incurred in provisioning such equipment and/or connection(s).

Lead time

The lead time to configure Managed WAN Services from receipt of request will vary depending on the scope and complexity of the Service. We'll provide an approximate lead time when sharing our full proposal. This will reflect typical lead times from telecom providers who are responsible for site surveys and installation of physical circuits.

We will use all reasonable endeavours to provision, install and test the CPE at site so that connection(s) can be established and tested in accordance with your service commencement date.

We will, on successful completion of the Acceptance Tests for a connection, present a Handover Certificate for your signature. If, in our opinion, you unnecessarily delay signing the Handover Certificate for the connection, we will have the right to assume acceptance of the service after 14 days.

Standard installation work will be carried out during normal business hours (Monday to Friday, excluding public holidays). Installation outside of these hours may be available by prior arrangement and may incur additional charges.

All circuits are subject to survey. If the survey output is cost prohibitive then you have the right to terminate the order within 14 days of receipt of the survey results, without incurring early termination charges.

The minimum contract period for Managed WAN Services is 12 months from the date of the installation of the last spoke site.

Cancellations

If you cancel the order prior to go-live date, you will be responsible for paying the following: (i) all third-party costs directly incurred due to the cancellation, and (ii) the following proportions of the installation charge:

Number of Business hours cancellation given before site install date	Percentage of installation charge payable
0 – 1	100%
2 – 5	90%
6 – 10	80%
11 – 20	70%
21 – 30	50%
31 – 40	25%
More than 40	0%

Where installation charges were not payable or were discounted, we may claim reasonable costs from you (including third-party costs) incurred as a result of cancellation and you shall become liable for such costs. The above amounts are payable in addition to any termination payments due under the Master Service Agreement.

If you significantly modify the order (for example, changes in address) prior to the go-live date, you will be liable to pay, in addition to any third-party charges, for the following proportions of the installation charge:

Number of Business hours changes advised before site install date	Percentage of installation charge payable
0 – 1	100%
2 – 5	90%
6 – 10	80%
11 – 20	70%
21 – 30	50%
31 – 40	25%
More than 40	0%

Where installation charges were not payable or were discounted, we may claim reasonable costs incurred as a result of the modification and you shall become liable for payment of such costs.

Where you modify the order, we will present you with a revised installation charge. If the revised installation charge is less than the original installation charge, we will credit the amount due against the revised installation charge. If the revised installation charge is

more than the original installation charge, we will add the amount due to the revised installation charge.

If you modify the order by requesting a change to the “A”- End location and/or address and/or the “B”- End location and/or address of a connection and/or an increase/decrease in bandwidth for connections already installed, you shall be liable to pay all relevant costs incurred by the relevant change.

In the event that we fail to meet the go-live date, we will seek to rearrange the go-live date to a time agreed mutually between both parties. We will endeavour to meet your business needs where possible.

Early termination

If you decide to end the Agreement before the end date of the Agreement, an early termination charge will be payable. This charge will be the sum of any outstanding recurring and non-recurring charges to the end of the Agreement.

Service management

Service support

We have an experienced Service Desk team who are responsible for the day-to-day operational service between you and us.

The Service Desk team’s primary responsibility is to provide a single point of contact within Cloud Gateway – to which issues surrounding satisfaction of service may be escalated and resolved.

Support escalations

We strive to ensure that all incidents, service requests, or simple advice and guidance requests from our customers are fulfilled efficiently and effectively within our published timescales.

If you feel that a request is not being managed effectively or would like to escalate a particular issue, this can be raised with our Service Management team.

Complaints

We take complaints seriously and ask that any customer wishing to raise a formal complaint does so in writing to service@cloudgateway.co.uk. Full details of our complaints procedure can be found within the Cloud Gateway Customer Service Pack, which you will receive during the onboarding process.

Reporting

Various types of reports such as utilisation and traffic log reports are provided by the portal. You can request other reports by contacting service@cloudgateway.co.uk, or raising a ticket via the Cloud Gateway Portal. Charges may apply.

Service levels

The service levels that apply to this service are available in the Cloud Gateway Service Level Agreement which accompanies your contract (SLA).

Service Level: Availability Measurement Period: Calendar Month	
Non-resilient circuit (one circuit delivered to site) Availability of Service across partner telecom network	Not less than 99.90%
Resilient circuit (two circuits delivered to site) Availability of Service across partner telecom network	Not less than 99.95%

The Service Level calculation is based on the recorded number of service-affecting minutes of outage within the Measurement Period.

Any service affecting fault attributable to the loss of service or failure in the operation of switches and/or routers supplied by Cloud Gateway is not taken into account.

We will allow you to oversubscribe the service, but you accept that this shall be at your risk, and any performance or availability issues arising due to or in connection with the oversubscription will not give you the right to any refund or remedy (including those specified in the Service Level Agreement) in relation to the service. We reserve the right to refuse orders for additional services if oversubscription has been causing performance issues.

Data processing

The data processing terms that apply to this service are available in the Cloud Gateway MSA, found here: <https://www.cloudgateway.co.uk/compliance/msa/>.

Security arrangements

- The core platform infrastructure that supports this component service is hosted in geographically diverse UK data centres. All data remains within UK sovereignty (with exception if endpoints connect to our platform via the internet)
- We are ISO 27001 and ISO 9001 accredited. We are also compliant with CyberEssentials Plus

Log storage

- All traffic logs and policy controlled events are stored in our Log Aggregation Platform (LAP)

- Logs are retained for 62 days as standard, and are used to populate graphs and visualisations in the Cloud Gateway Portal

Business continuity and disaster recovery

Cloud Gateway maintains a comprehensive approach to operational resilience, ensuring continuity of service through robust business continuity and disaster recovery planning. Our internal continuity and disaster recovery plans are reviewed and tested regularly, and staff receive training to ensure they can respond effectively to a disruption.

Our infrastructure is designed for high availability across data centres. Network component configurations are backed up regularly and can be used to recover from disruptive scenarios. Supplier relationships are governed by rigorous due diligence, including reviews of the supplier's own continuity and recovery practices. Data centres and hosting providers, where under our selection, are selected based on secure practices and continuity capabilities. Certifications held by the supplier are reviewed, such as ISO 22301, ISO 27001, ISO 9001 and ISO 14001.

Our operational model supports full remote working, whereby all staff are equipped to operate securely from the office, home or other locations.

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