

1 Application

1.1 This Service Schedule, which contains a description of the Internet Services, and associated Service Levels applies to the IP Services specified on the Excalibur Quotation and forms part of the Agreement entered into between the Parties for the supply of telecommunications services, as further specified on the Excalibur Quotation.

2 Service

2.1 Excalibur will provide an internet connectivity circuit via City Fibre up to the speeds stated in the Excalibur Quotation.

3 Changes to Internet Services

3.1 If the client wishes to request changes made to the Internet Service(s) already agreed under a Excalibur Quotation, the Client must notify Excalibur in writing. Acceptance of such a request shall be at the discretion of Excalibur.

4 Limitation of Liability

4.1 Without affecting the limitations and exclusions on liability set out in this Agreement, Excalibur shall not be liable for any matters arising from the loss or unavailability of any Incompatible Services through the provision of the Internet Services, or any other loss or damage arising as a result of the use of or connection to any Incompatible Service.

4.2 Without affecting any of the other terms of this Agreement, Excalibur shall not be liable to the client for any fraudulent or illegal use or any other misuse of the Internet Services.

4.3 In the event that the client terminates any access line over which the Internet Service or enables Incompatible Services which prejudice the ability of Excalibur to provide any of the Internet Services, Excalibur shall have the right, at its sole discretion, to suspend or terminate the relevant Internet Service and Excalibur will have no liability for any such suspension, termination or for unavailability of that or any other Internet Services arising as a result. The Client will be responsible for any additional costs and the time taken for the re-provisioning of any access line over which Internet Services are provided.

5 Service Restrictions

5.1 All offers and quotations provided by Excalibur for the provision of the Internet Services are made subject to survey. Following receipt of a Excalibur Quotation, Excalibur will carry out surveys and network capacity checks/availability in order to validate its estimated charges and delivery timescale. Excalibur reserves the right to modify or withdraw any quotations and/or delivery timescales previously provided, following completion of such surveys and checks.

5.2 No back-up services are provided as part of the standard Internet Service. However, back up options can be supplied by Excalibur for an additional charge.

5.3 The Internet Service shall not be provided to, or connected with, a data centre or hosting facility unless agreed by Excalibur in writing on the Excalibur Quotation.

5.4 The Internet Service shall not be provided in respect of serviced offices or multi-tenanted sites unless otherwise agreed by Excalibur at its sole discretion.

6 Charges and Payment

6.1 Standard Charges - The Client will pay the following standard charges in relation to Internet Services, as specified on the relevant Excalibur Quotation:

- An Installation Charge, where applicable.
- A Recurring Monthly Charge as stated in the Excalibur Quotation.
- Hardware costs as stated in the Excalibur Quotation.
- Installation costs as stated in the Excalibur Quotation.
- Variable Charges that may apply from time to time (e.g. for service upgrades).
- Excalibur's standard charges in effect from time to time for access circuit rental, and which include Standard Care service levels. Higher quality Service Levels are available, on some products under the Enhanced Care heading, if the Client pays to Excalibur, Excalibur's applicable monthly supplement.

6.2 The charges and payment terms relating to the Internet Services are as set out in the Excalibur Quotation, this paragraph 6 and the other terms of this Agreement. The charges may vary in accordance with this Agreement or otherwise by agreement of the Parties.

6.3 Excalibur has the right to review its standard charges at any time and will provide the client with 30 days' notice of any changes. The client has 30 days from receipt of this notice to cancel the agreement, providing 60 days' notice of termination.

6.4 Internet Service Cancellation Charges - Where the Client cancels an order before the In Service Date, the following terms will apply:

(a) Where the Client cancels an order which includes the use or provision by Excalibur (or its suppliers) of a product or service on or after 3 Working Days from the date of Excalibur's relevant order completion notification, the Client shall pay 100% of the installation, connection and ongoing fees for the applicable Service(s) as if such Service(s) had been purchased for the minimum term available, as specified in the relevant Excalibur Quotation.

(b) Where the Client wishes to cancel any other order after the date of issue of an acknowledgement by Excalibur, any such cancellation shall be subject to Excalibur's prior written consent, and shall be subject to the payment by the Client of the applicable cancellation charges communicated by Excalibur to the Client following receipt of the cancellation request.

6.5 Excalibur shall have the right to apply ancillary and additional charges to cover time spent repairing faults where this work is not covered under the terms of this Agreement and for providing or re-arranging services or equipment. These charges (which, for the avoidance of doubt are Non-Recurring Charges and are also known as timescale charges) apply where requests for work to be carried out on site have been fulfilled. These could involve the provision or rearrangement of equipment, wiring, network or services (including, without limitation, work on PSTN and Private Networks). At all times these charges are the responsibility of the Client. Timescale charges will not apply if the Client cancels the appointment, in accordance with Excalibur's cancellation processes in effect from time to time, before an engineer has been assigned to perform the work. Additional charges may be applicable on the day that the works are carried out and these are also the responsibility of the Client. If the Client decides not to apply the charges to the End-User account, the Client will still be responsible for payment to Excalibur.

6.6 Recurring Monthly Charges will be invoiced quarterly in advance. Where an Order is provisioned part way through a month, the first invoice will be invoiced pro- rata to the end on the quarter.

6.7 Non-Recurring Charges will be invoiced on order.

6.8 If the Client instructs Excalibur to dispatch an engineer (either an employee or contractor of Excalibur or a supplier) to the End-User premises to investigate a possible fault with the Connection, Excalibur reserves the right to charge the Client for any time spent by the engineer in investigating and attempting to remedy the fault should the fault be found to be with the CPE or facilities.

7 Term and Termination

7.1 This Service Schedule will become effective on the date specified in the relevant Excalibur Quotation and shall continue in full force and effect until terminated in accordance with the terms set out in this Service Schedule and/or the other terms of this Agreement.

7.2 Both Parties' obligations under this Service Schedule will continue until this Service Schedule is terminated in accordance with terms of this Agreement.

7.3 The Client may terminate a Service, to take effect on the last day of the Initial Service Term or the last day of an Extension Period by following the process set out in paragraph 7.3(a). Excalibur may terminate a Service, to take effect on the last day of the Initial Service Term or the last day of an Extension Period. Upon expiry of the Initial Service Term of a Service, if no Termination Notice has been served by either party then the Service Period will automatically extend for a further 12 months.

7.3(a) If Client wishes to terminate the Service it must serve a Termination Notice on Excalibur. Unless otherwise specified in the Excalibur Quotation, the Termination Notice required for each Service is not less than ninety (90) calendar days prior to the anniversary date of the current contract term.

Unless otherwise specified in the Excalibur Quotation, the Termination Notice required for each Service is not less than ninety (90) calendar days. The Termination Notice shall specify the termination charges, if any, payable by Client in respect of the relevant Service. Termination of the Service will take effect on expiry of the Termination Notice.

7.4 Excalibur shall be entitled, upon termination (for any reason whatsoever) or expiry of this Service Schedule by giving notice of its intention to re-possess the Equipment, to: (a) Require the Client (at the Client's cost and risk) to immediately return the Equipment to such location as Excalibur may specify; and/or (b) Enter any premises, with such transport as Excalibur may consider necessary, and repossess any Equipment to which Excalibur, its agents, contractors or suppliers has title.

7.5 Except as otherwise provided in this Agreement, when the Internet Services end, if applicable, Excalibur will either: (a) Refund any amount in credit on the Client's account after Excalibur has deducted any amount owed to it by the Client: or (b) Issue a final invoice for the amount owed to Excalibur by the Client, which will be payable in accordance with the terms of the Master Service Agreement and this Service Schedule.

7.6 Excalibur shall take no responsibility for or guarantee that the client will be able to continue using any of the associated IP addresses or any features of a connection following termination of the Internet Services and/or this Service Schedule.

8 Internet Service Level Agreement

8.1 This paragraph 8 contains the details of the Service Levels covering all aspects of the Internet Service unless otherwise specified for specific Network and Service elements.

8.2 Internet Provisioning Excalibur will provide an Internet provisioning target timescale ("Target Timescale") for each bespoke Internet solution provided to the client. Excalibur shall use reasonable endeavours to meet the Target Timescales, but they are estimates only, and Excalibur shall have no liability for failure to meet the Target Timescales.

8.3 Availability shall be measured and calculated using Excalibur's standard processes, tools and methodologies in effect from time to time (as determined by Excalibur).

8.4 Downtime or unavailability relating to or caused by the following will not be treated as a period of unavailability in any Internet Availability calculation, and the Internet Service shall be deemed to be available during any periods of downtime or unavailability caused by any of the following:

- Faults and/or incidents that are caused by any matter beyond Excalibur's reasonable control
- Scheduled or emergency maintenance
- Any service affecting fault that is not classified by Excalibur as a loss of service.
- Unavailability that is due to or caused by the public internet.
- Failure because the Client requires an ancillary product.
- Works carried out by anyone other than Excalibur.
- Failure by the Client to provide prompt assistance and information, as requested by Excalibur.
- Any network incident that is raised by the Client that is subject to inaccurate or incomplete information.
- Failure by the Client to respond to an enquiry from Excalibur or any 3rd party acting on its behalf which delays, hinders or prevents Excalibur from performing its obligations.
- Incidents, delays and failures by Excalibur to meet any Service Levels which are caused by denial of service attacks

9 Client Incident Reporting

9.1 The Client shall report Incidents to Excalibur using email or telephone supplying the information and details requested by Excalibur, including without limitation a complete description of the Incident.

10 General Data Protection Regulation

10.1 Protecting your personal information is important to Excalibur. Our privacy policy which sets out how we do this is available here: <https://www.excaliburcomms.co.uk/gdpr-policy/>. This policy explains the information that we hold, how we use it, and how long we keep it for.