



Server Collocation

The Dictionary Definition

col-lo-ca-tion n. the act or result of placing or arranging together

Why Collocate?

Collocation is popular due the amount of time and money the customer can save by using someone else's facility. Customers enjoy faster access to the Internet and freedom to focus on their core business, because their IT communications facilities are in safe, secure hands

Collocate your Servers with SwitchWorks

Stop worrying about the complexities of connectivity and security for your servers. SwitchWorks' server collocation service frees you up from the task of managing your data centre and allows you to focus on managing your business.

Increase uptime and reduce infrastructure costs

Fortune 500 companies shouldn't be the only businesses to afford reliable and secure hosting for their mission critical applications. SwitchWorks' collocation service enables businesses that host their own servers to substantially reduce their infrastructure, security, and connection costs **by up to 80%**. When you house your servers in our Data Center where you have access to SwitchWorks' ultra-fast, redundant, upstream Internet connections, multiple power supplies and enterprise grade security. Your servers enjoy the same exceptional levels of upstream access, security and protection from power outages as our own servers.

Get back to your core business

By collocating your servers with SwitchWorks, you avoid the hassles of setting up and managing your own network operations center and are free to invest more time and resources into managing and enhancing your core business. Let SwitchWorks worry about connectivity, security, speed and reliability for your servers.

Why choose SwitchWorks?

By choosing SwitchWorks, you join a long list of satisfied customers. From dialup access, network integration and web hosting to dedicated High-speed services, we provide thousands of satisfied business customers with the tools they need to succeed in today's competitive environment. To book a tour of our data centre and learn more about how server co-location can help your business, please call one of our knowledgeable sales representatives today!

SWITCHWORKS ADVANTAGE	
✓	Redundant Tier 1 upstream Internet connections and back-up UPS and Diesel generator.
✓	Significant cost savings (up to 80%) if you're currently hosting your own servers
✓	99.9% Network Availability GUARANTEED by our leading Service Level Agreement (SLA)
✓	16 x 7 technical support and customer service to keep you online
✓	Internet access speeds up to 5 Mbps scalable to 100 Mbps
✓	Rack mounted server space
✓	Reboot services
✓	Optional Services: <ul style="list-style-type: none"> • Server Alert Notification • Complete Data Backup • Managed Firewall Protection

WANT TO KNOW MORE
CALL (905) 947-1801 or 416-410-2180
Visit us online at www.mycybernet.ca



SwitchWorks

Home of MyCybernet

20 Amber Street, Unit # 16 Markham Ontario L3R 5P4

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Collocation order form

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1. Contact Details			
1.1 Company Name			
Address:			
City:		Postal Code:	
Tel:	Fax:	Email:	
1.2 Technical Contact <i>(must be available 24 x 7)</i>			
Name:		Email:	
Tel:		Mobile:	
1.3 Admin /Account Contact			
Name:		Email:	
Tel:		Mobile:	
1.4 Hardware Information			
Server Brand Name :		Serial Number #	
Model Number :			

2. Service Details								
2.1 Server Space Required		Size	Setup	Static IP's	Data Transfer	APC Reboot	Access	UPS
<input type="checkbox"/> 1U-Rackspace Starter	\$69.00	36x19x1.75	\$69*	1	150GB	Yes	Escorted	Inc.
<input type="checkbox"/> 1U-Rackspace Basic	\$99.00	36x19x1.75	\$99*	4	600GB	Yes	Escorted	Inc.
<input type="checkbox"/> 2U-Rackspace	\$149.00	36x19x3.50	\$149*	8	750GB	Yes	Escorted	Inc.
<input type="checkbox"/> Desk Top space	\$249.00	17x7x16.77	\$249*	8	750GB	Yes	Escorted	Inc.
<input type="checkbox"/> Half Rack	\$495.00	36x19x45	\$495*	16	750GB	Yes	Escorted	Inc.
<input type="checkbox"/> Full Rack *SPECIAL*	\$975.00	36x19x90	\$975*	24	750GB	Yes	24x7	Inc.
2.2 Collocation Add-On's		One Time	Monthly	Comments				
<input type="checkbox"/> Additional Rack Space ¹		\$0.00	\$20.00/U					
<input type="checkbox"/> Additional Data Transfer		\$0.00	\$00.50/GB					
<input type="checkbox"/> Additional Ethernet Port		\$25.00	\$0.00					
<input type="checkbox"/> Additional Power outlet		\$15.00	\$20.00					
<input type="checkbox"/> APC Remote Reboot		\$15.00	\$15.00					
<input type="checkbox"/> Diesel Back-up Generator		\$25.00	\$20.00					
<input type="checkbox"/> Backup Management		\$25.00	\$15.00					
¹ Additional Rack space is for Routers, Switches or Firewall								

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2.3 Benefits of Term Contracts			
<input checked="" type="checkbox"/>	The prices shown are for monthly payments with 30 days notice for cancellations		
<input checked="" type="checkbox"/>	[*] Setup: 50% with a 24 month contract. \$First month fee with a month-to-month contract.		
2.4 Payment Plan		2.5 Payment Method	2.6 Credit Card Info
<input type="checkbox"/> Monthly	<input type="checkbox"/> Credit Card	Card #	Exp Date
<input type="checkbox"/> Annual	<input type="checkbox"/> Check	Name on Card	

3. Access to Equipment / Individual Servers	
<input checked="" type="checkbox"/>	Free access during office hours with 1 hour notification.
<input checked="" type="checkbox"/>	Emergency access outside of office hours: 50\$CAD
<input checked="" type="checkbox"/>	16 X 7 Live Support

4. SwitchWorks Office Use				
Customer ID		IP ALLOCATION		
Term Selected	<input type="checkbox"/> Monthly -- <input type="checkbox"/> Annual	Static IP		
Plan Selected Cost		Subnet Mask		
Installation Cost		Gateway		
Add On Cost		DNS Servers	206.186.81.2	209.222.63.130
TOTAL				

6. Signatures	
Technical details correct (please sign here to confirm that all technical details are correct)	
Signature	Date
Order details correct (please sign here to accept that all order details are correct, that the technical details have been signed as accurate and that you accept the terms and conditions as detailed.)	
Signature	Date

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SwitchWorks

5. Terms and Conditions

1 DEFINITIONS

For the purpose of this contract-

- (a) the term **SwitchWorks** is SwitchWorks Communication Inc of 20 Amber St, Markham and its team.
- (b) the term Client is as per section 1.1 of this Contract.
- (c) the term Dedicated Server Equipment shall refer to the single system server (or servers) housed and connected to the Internet by and at **SwitchWorks** for Client.
- (d) The term SwitchWorks Network refers to the IP network that is designed, built and managed by **SwitchWorks**.
- (e) The term Server Co-location refers to the location and network connection of a client server to the **SwitchWorks** Network.

2 EXTENT OF CONTRACT

No conditions other than those specifically set forth in this Contract shall be incorporated unless confirmed in writing.

3 GENERAL CLAUSES

- (a) The Client equipment will be housed on the SwitchWorks Network, given IP Internet access and protected under SwitchWorks' contents insurance.
- (b) Usage of system resources and bandwidth by the Client via the Connection is subject to the laws of Canada, and the Client will not put the resources to illegal use or bring disrepute to **SwitchWorks** or its affiliates. Should the Client continue to permit such illegal or disreputable use, **SwitchWorks** may suspend or discontinue the service until such time that proper use of the service is assured. During this time, the Client will be liable for the full cost of normal recurring charges during the suspension period. The Client agrees to fully indemnify **SwitchWorks** for all claims arising from Client's actions.
- (c) The Client equipment will have a maximum bandwidth ceiling of 5mb/s, and be connected to SwitchWorks network by a single 10/100baseT switched port.
- (d) SwitchWorks shall not be liable for delays, failure in performance in any of these conditions and its commitments when caused as a result of Force Majeur, government interference, or failure by third parties and connected carriers or warehouse services.
- (e) Payment is in full for the first quarter, including tax in the month before the due date for connection. Payment default is subject to network suspension, until such time as the account is paid in full. Any accounts due beyond 30 days are subject to base interest rates at that time as given by the Royal Bank plus 1.5% per calendar month. Subsequent payments may be monthly or quarterly in advance.
- (f) A credit check on the client, Performa invoicing and receipt of first payment must all be satisfied prior to starting any work to deliver the required service. The service provisioning process may take up to 5 working days and will begin once payment has been received for these charges. A delay of more than 10 working days for payment of this invoice may result in suspension of the project and SwitchWorks reserves the right to request for a new contract to be signed under new terms.
- (g) All Internet Protocol addresses assigned to the Client by **SwitchWorks** via Sprint and any carriers remain the property of **SwitchWorks**.
- (h) **SwitchWorks** may:
 - a. Temporarily suspend for the purpose of repair, maintenance or improvement, part or SwitchWorks' entire network.
 - b. Give or update instructions regarding the use of the Server co-location, which in **SwitchWorks**' reasonable opinion are necessary in the interests of safety, to maintain or improve quality of **SwitchWorks**' service.
 - c. Vary the technical specifications of the Server co-location for operational reasons.
 - d. However, **SwitchWorks** undertakes that prior to carrying out any activities described above that **SwitchWorks** will give as much notice as is reasonably practicable in circumstances, **SwitchWorks** will use all reasonable endeavors to restore service as soon as possible.

- (i) **SwitchWorks** is not liable in contract either directly or indirectly for the loss of business or revenue or loss of data that could occur to the client when they are collocating on the SwitchWorks Network.
- (j) Service Level Agreement: Terms imply that in the event of any network outage or loss of service due to the **SwitchWorks** network or premises (term defines any network on the premises of, controlled or maintained by **SwitchWorks**), **SwitchWorks** guarantees to respond within 30 minutes and aims to rectify the fault within 4 hours of its registration. If there is a cumulative loss of service greater than 1 hour in any given calendar month, **SwitchWorks** will credit the client's account the pro-rata value of the period of downtime as calculated from that month's bandwidth charges to the client. This refers to power, network connectivity and IP transit to the boundary of the **SwitchWorks** network. (See SLA for Details)
- (k) Physical access to collocated equipment requires a 1-hour notice. Access is provided Monday to Friday between the hours of 9:00 am to 5:00 pm. Visits up to 2 hours in duration are not subject to any charge. However, visits exceeding 2 hours, within business hours, will incur an hourly charge of \$50 + TAX. These terms apply only to hardware maintenance, repair and replacements.
- (l) Charges for visits out side business hours, whether scheduled or an extension of a visit as per clause (k) above, are subject to an hourly charge of \$50.00 + TAX. These terms apply only to hardware maintenance, repair and replacements.
- (m) Any visit relating to configuration of hardware will incur a consultancy fee whether visits are within or out side business hours. Written notification must be provided to **SwitchWorks** 5 working days prior to entry. The hourly fee within business hours is \$25.00 + TAX, and out side business hours is \$50.00 + TAX.
- (n) Emergency accesses apply to all urgent situations and are dealt by an **SwitchWorks** on-call engineer. Emergencies are determined by our network monitoring system.

4 CONFIDENTIALITY

SwitchWorks is not permitted to disclose or use for their own purposes any confidential information relating to the business, customers, suppliers or Employees of Client. Personal data held for a specific purpose on the Client equipment, as defined by the Data Protection Act, shall not be used or disclosed in any manner incompatible with that purpose.

5 PERIOD

SwitchWorks hereby guarantees installation and delivery of service within 5 work days of supply of the Client equipment. The contract as signed is for a minimum period of 3 calendar months from the delivery of the Connection. At any time the contract may be terminated by either party by that party giving the other 1 calendar month's written notice. The notice period begins in the month following the month in which the notice was given.

6 TERMS

SwitchWorks will levy network housing and maintenance charges at the quoted rates, and according to the bandwidth utilized (aggregated) over each calendar month of service. Each subsequent 16k used (or part thereof) will be charged at the rate as calculated from our standard price lists (available on request). Payment will be in full before the calendar month of that due month or annual, as agreed.

7 ACCEPTANCE OF TERMS

Please ensure that you have carefully read the paragraphs above and that you understand them. Sign below to confirm your agreement to abide by the terms and conditions contained therein.

Customer Signature :

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