

CO-LOCATION AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____ between:

[CUSTOMER] (the "Customer")
[address]

- and -

[SERVICE PROVIDER] (the "Service Provider")
[address]

1. Services:

- (a) Service Provider maintains a backbone for the provision and rendering of its web hosting and other services. Customer desires to locate its server(s) at Service Provider's facilities to connect to the Internet using Service Provider's backbone connections.
- (b) Service Provider will perform the installation and hookup of Customer's server to Service Provider's hub. The term "installation" shall mean placement of Customer's server on Service Provider's racks, connecting to the raw power source and UPS (maximum 2A), and an Ethernet port on Service Provider's hub. Customer agrees to have its server fully operational upon connection.
- (c) Service Provider will perform installations during its regular business hours, [set out days and times] unless alternative prior arrangements are made. Service Provider can be reached at all times via e-mail, or via Service Provider's online support. In the event of an emergency only, Service Provider can be reached by phone at [phone no.].
- (d) The terms of this Agreement do not provide for troubleshooting or maintenance of Customer's server, with the exception of performing hardware reboots when necessary. Customer is solely responsible for troubleshooting, maintenance and system administration of Customer's server.

2. Terms of Agreement:

The parties hereto agree to the following terms and conditions:

- (a) *Fees:* All fees specified are in [currency]. Customer agrees to pay all fees payable under this Agreement in advance, prior to activation of Customer's connection. Service Provider accepts payment by [list credit cards accepted]. [delete if not appropriate - Customer hereby authorizes Service Provider to charge the credit card number on file for all recurring monthly charges, service charges, excess bandwidth charges, managed services fees and any other fees or charges for services provided pursuant to this Agreement. Monthly fees will be charged to Customer's credit card in advance of the monthly services being rendered.] Service Provider also accepts payments by company check, bank draft and money order.

Returned Checks and Credit Card Failure: If a check is returned for insufficient funds, improper signature or any other reason, Service Provider will immediately notify Customer of the same and Customer will have ____ days to rectify the problem. Service Provider will charge a fee of \$[returned check fee] returned check fee. If payment is by credit card and the credit card on file fails due to expiry, loss or theft, cancellation, or any other reason whatsoever or if the issuer declines a transaction, Service Provider will notify Customer by e-mail of the same and Customer will have ____ days to rectify the problem. Services will be suspended until all outstanding balances are paid in full. Service Provider will charge Customer an additional reconnection fee of \$[reconnect fee] to restore services after payment in full is received. If Customer fails to pay the outstanding balance within ____ days of notification, Service Provider has the right to permanently cancel all services and terminate this Agreement. Such cancellation and termination shall not relieve Customer of its obligation to pay all amounts owing to Service Provider under the Agreement.