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SERVICE LEVEL AGREEMENT (SLA)

1. AC Power Availability

AC power is to be available to Customer's Data Center Colocation cabinet 100% of the time.

AC Power Availability SLA Process

Customer must have equipment capable of utilizing dual power sources and Equipment must be plugged directly into both the A power strip and the B power strip. Unless otherwise provided in the Service Order Agreement or Service Amendment, Customer must not permit power consumption to exceed the power rating identified in the Service Order Agreement or Service Amendment and all equipment must be UL approved. Cabling used by Customer must meet national electrical and fire standards and any specifications provided by Ace Data Center (ACE DC).

"Power Unavailability" consists of the number of minutes that AC power was not available at the Customer's Premium Data Center Service cabinet to the primary outlet or redundant outlet at the same time. Outages will be counted as Power Unavailability only if Customer opens a trouble ticket requesting an SLA investigation with ACEDC's technical support within five days of the outage. Power Unavailability will not include Scheduled Maintenance (as defined in this Section 2) or unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, or (c) acts or omissions of Customer, or any use or user of the service authorized by Customer.

Scheduled Maintenance for AC Power Availability SLA

Scheduled Maintenance means any maintenance performed on either primary and/or redundant power feeds to the Customer's cabinet (a) of which Customer is notified 7 business days in advance for an outage that lasts more than 50 ms and 48 hours in advance for an outage impact of 50 ms or less, and (b) that is performed during a standard maintenance window of 10 PM to 6 AM local time of the ACEDC at which Customer's server is located. Information regarding Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by ACEDC (telephone, email, website maintenance notice). ACEDC reserves the right to perform maintenance outside of Scheduled Maintenance during an emergency situation.

Power Availability SLA Remedy

For each cumulative hour or fraction thereof of Power Unavailability for both A & B circuits, Customer may request a credit for one day of monthly recurring charges for the Data Center Internet Bandwidth and Space affected by the outage as contracted for in Customer's Data Center Colocation/Internet Colocation agreement. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth and Space charges.

2. Network Availability and Latency Guarantees

The ACEDC IP Network is guaranteed to be available and capable of forwarding IP packets 98.00% of the time, as averaged over a calendar month. The ACEDC IP network includes the customer's access port (the port on the ACEDC aggregation router upon which the customer's circuit terminates) and the ACEDC IP backbone network. The ACEDC IP backbone network includes ACE DC owned and controlled routers and circuits (including any transit connections).

If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth charges for the affected Services.

Latency Guarantee (80 Milliseconds)

The ACEDC IP backbone network is guaranteed to have an average round trip packet transit time within the ACEDC IP backbone network over a calendar month of 80ms or less. The average latency is measured as the average of 15-minute samples across the ACEDC IP backbone network taken throughout the calendar month.

If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full 1ms above the 80ms average maximum guaranteed under this SLA. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth charges for the affected Services.

3. Packet Loss

The ACEDC IP backbone network is guaranteed to have a maximum average packet loss of less than 1% over a calendar month. The packet loss is measured as the average of 15-minute samples across the ACEDC IP backbone network taken throughout the calendar month.

If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the Monthly Recurring Charge (MRC) for that month for each full 1% above the 1% average maximum guaranteed under this SLA. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth charges for the affected Services.

4. Network Jitter

Network Jitter SLA Standard (currently applicable only in the U.S.)

Also known as delay variation, Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization and varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality.

Network Jitter Remedy

The average network jitter delay caused by the ACEDC IP backbone network is guaranteed not to exceed 1ms during any calendar month.

If this Guarantee is not satisfied during a calendar month, the customer will be credited 1/30th of the Monthly Recurring Charge (MRC) for each full millisecond (1ms) exceeding the 1ms average. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth charges for the affected Services.

5. Data Center Internet Bandwidth Availability

ACEDC Service Availability SLA is to have the ACEDC Internet Bandwidth (as defined in the applicable Service Order Agreement) connectivity provided to customers available 98.00% of the time.

Data Center Internet Bandwidth Availability SLA Process

At a Customer's request, ACEDC will calculate Customer's Data Center Internet Bandwidth Unavailability in a calendar month. Data Center Internet Bandwidth Unavailability will mean the number of minutes that ACEDC Internet Bandwidth was not available to Customer other than for the exceptions specified below. This SLA applies only if Customer opens a trouble ticket requesting an SLA investigation with ACEDC technical support within five days of the end of the month in which the outage occurred. Data Center Internet Bandwidth Unavailability will not: (a) include Scheduled Maintenance (as defined in this Section 6), (b) apply to any Customer circuits or equipment, (c) apply to Customer's applications or equipment, or (d) apply to acts or omissions of Customer, or any use or user of the service authorized by Customer.

Scheduled Maintenance for Data Center Internet Bandwidth SLA

Scheduled Maintenance will mean any maintenance at the ACEDC at which Customer's server is located (a) of which Customer is notified 72 hours in advance, and (b) that is performed during a standard maintenance window of 10 PM to 6 AM local time of the ACEDC at which Customer's server is located. Information regarding Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by ACEDC (telephone, email, fax or pager). ACEDC reserves the right to perform maintenance outside of Scheduled Maintenance during an emergency situation.

Data Center Internet Bandwidth Availability SLA Remedy

For each cumulative hour of Data Center Internet Bandwidth Unavailability or fraction thereof in any calendar month, Customer may request a credit for one day of Data Center Internet Bandwidth monthly recurring charges as contracted for in Customer's Data Center Colocation/Internet Colocation agreement. The total credit will not exceed Customer's total monthly recurring Data Center Internet Bandwidth charges.

6. Outage Reporting

Data Center Internet Bandwidth Unavailability will not: (a) include Scheduled Maintenance (as defined in this Section 6), (b) apply to any Customer circuits or equipment, (c) apply to Customer's applications or equipment, or (d) apply to acts or omissions of Customer, or any use or user of the service authorized by Customer.

Outage Reporting SLA Process

The Outage Reporting SLA is applicable only to service provided in the contiguous United States and is applicable only if a Customer sets up his IP addresses for monitoring through ACEDC. Customer must open a trouble ticket requesting an SLA investigation with ACEDC technical support within five days of the end of the month in which the outage occurred. Customer is solely responsible for providing ACEDC accurate and current contact information for Customer's designated points of contact. ACEDC will have satisfied its obligations under this Outage Reporting SLA if ACEDC contacts Customer's designated point of contact as provided by Customer.

Outage Reporting SLA Remedy

If ACEDC fails to meet the Outage Reporting Service Level, Customer may request a credit for one day of the Monthly recurring charges for the affected Data Center Internet Bandwidth and Data Center

Colocation/Internet Colocation space only. Customer may obtain no more than one credit per day, irrespective of how often in that day ACEDC failed to meet the Outage Reporting SLA.

7. Data Center Temperature and Humidity

ACEDC Premium Data Centers will maintain a temperature of 72 degrees Fahrenheit plus or minus 8 degrees with 20 percent to 65 percent (non-condensing) humidity within the Data Center as measured at the return air intake of the computer room air conditioning (CRAC) units. Customer's equipment must be designed to operate within these ranges.

Data Center Temperature and Humidity Service Level Objective Response

ACEDC will respond to temperature alarms from the computer room air conditioning (CRAC) units within 2 hours and will subsequently take steps as required to solve the problem.

Data Center Customer Space Temperature Problem Standard

ACEDC will work with Data Center customers reporting temperature server alerts from their servers in the Data Center.

Data Center Customer Space Temperature Problem Process

If Customer has concerns about the temperature within Customer's Data Center Space, Customer may open a trouble ticket with ACEDC by calling the ACEDC support line. ACEDC will respond within its standard response intervals based on the severity of the problem and work with Customer to determine the best course of action in terms of changes that can be made by ACEDC or by Customer to remedy the issue. Such changes may include (but are not limited to) ACEDC making changes to perforation tiles in the Customer cage, ACEDC making changes to the CRAC set points, or Customer making modifications to their equipment configuration. In some cases, recommended changes may require additional charges to the Customer.

8. Total SLA Credits for Data Center Internet Bandwidth and Space

The total amount of credits under all of the above SLAs for which Customer may be eligible in any month will not exceed the ACEDC monthly recurring charge for the affected Data Center Colocation.

Revised: 4/20/2012

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