

Consolo service level agreement

This Service Level Agreement (hereinafter "SLA") is governed by the Consolo License Agreement(as signed by each Customer engagement) and augmented by the Consolo Privacy Policy. It identifies the agreed upon services that will be provided for the on-line Consolo Application (hereinafter "Service") in order to ensure that the Service is reliable, secure and available to meet the needs of You (hereinafter "Customer").

Definitions

- Unavailable - subject to Section 3 (below), the Service behaves in such a fashion that the Service does not respond to requests from any Customer or responds in such a fashion that no Customer is able to effectively use the Service.
- Outage - a period of time in which the Service is Unavailable outside of the times defined in the section 2 below entitled Scheduled Service Unavailability.

1. Availability

Consolo's goal is to make the Service available 99.999% of the time. We have taken then necessary steps to offer this level of uptime with System Architecture Design and Software Architecture Deployment techniques.

There are times when the Customer's internet access may be slow or unavailable, which is out of our control and should not be considered an issue with the Service. See Section 3 Exceptions.

2. Scheduled Service Unavailability

The scheduled maintenance windows for the Service are as follows:

- a. Weekly on each Sunday morning from 2 A.M. until 5 A.M. Eastern time.
- b. Scheduled periods of unavailability, provided that Consolo submit, via email, 24 hours prior to scheduled unavailability.

Generally, these times of Scheduled Service Unavailability will be used for routine system maintenance and/or upgrades and the Service may still be accessible.

During these maintenance windows, the Customer may continue to use the Service. However, Customer, without forewarning, may experience performance degradation or outright unavailability of the Service.

3. Exceptions

Customer shall not receive any license extensions under this SLA in connection with any failure or deficiency of the Service caused by or associated with:

- a. Circumstances beyond Consolo's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, inability to obtain raw materials, supplies, or power used in, or equipment needed for, provision of the Service SLA
- b. Failure of Customer's access circuits to the Internet
- c. Failure of, or interruptions to, the Internet backbone
- d. DNS issues outside the direct control of Consolo.
- e. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Service in breach of the [License Agreement](#)

