

American Heartland Fiber Networks, LLC (DBA: E-vergent) - 4-Hour Service Level Agreement Policy

American Heartland Fiber Networks, LLC, doing business as E-vergent ("E-vergent"), is the provider of the internet services described in the "4-Hour Service Level Agreement". For the remainder of this Policy, American Heartland Fiber Networks, LLC (DBA: E-vergent) shall be referred to as **"E-vergent"** or **"Provider"**. For purposes of the "4-Hour Service Level Agreement", the subscriber of services will be referred to as the **"Customer"** or **"Client"**.

APPLICABILITY - The terms and conditions outlined in this document "4-Hour Service Level Agreement" **adhere only to customers who actively subscribe to the 4-Hour SLA service**. This service is offered to business customers who have sensitive business operations where internet connectivity is of critical importance.

NETWORK AVAILABILITY – E-vergent's target for Network Availability is 99.99% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.

LATENCY – E-vergent measures Internet/Private Transport latency, the average round trip transmission on the E-vergent Network, at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. E-vergent's target for Latency is 75ms or less.

PACKET DELIVERY – E-vergent guarantees that packet loss shall be not more than 1 percent (1%) on the e-vergent network during any calendar month. E-vergent measures packet loss on the E-vergent network at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Any Dedicated Transport Customer who experiences a packet loss **on the E-vergent** network in excess of 1 percent (1%) as so calculated for any calendar month may receive a one (1)-day Service Credit.

CREDITS

E-vergent calculates network outages commencing on the date and time of the opening of a Trouble Ticket and ending at the close of the same Trouble Ticket by E-vergent Technical Support. Customer must contact Technical Support to report outages or performance issues and must work with Technical Support to resolve such issues in a timely manner. Upon resolution of the problem and close of the Trouble Ticket, Customer must contact Customer Service within 5 business days to request a SLA credit and reference the Trouble Ticket assigned. Any credits determined to be due by Customer Service will be credited towards the next month's charges and may not be deducted from any current outstanding charges. The amount of credit to be issued will be determined as follows:

NETWORK AVAILABILITY - Should network availability fall below 99.99% in any given month, a credit equal to 1/30th of the monthly rate will be issued for each 4-hour increment of the outage, to a maximum of 50% of the monthly billing rate in any given month.

LATENCY or PACKET DELIVERY - A credit equal to 1/30th of the monthly rate will be issued for any documented Latency or Packet Delivery issue up to a maximum of 1/30th of the monthly billing rate in any given month.

In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. The maximum credit that may be issued during any month is 50% of the monthly rate. The maximum accumulated credit that may be issued during any contract year is 20% of the total annual billing for the Service. In the event Customer would receive credits in any given month equal to 50% of the monthly rate, or an individual credit that would put the accumulated credit for a contract year over the 20% annual threshold, Customer shall have the option to cancel service at that time without penalty.

EXCLUSIONS & LIMITATIONS

Credits will not be issued for a) Network downtime that is not reported by Customer or requests for credit not made by Customer within 5 business days of the event; b) Service outages or performance issues not documented by E-vergent Trouble Tickets; c) E-vergent network maintenance performed during the standard maintenance window (12:01am to 7:00am CST); d) E-vergent emergency maintenance; e) Failure of customer equipment; f) Carrier outages affecting an entire area or region; g) Unauthorized acts, use of service, or omissions by the customer that affects E-vergent's ability to provide service, by customer or user of the service authorized by the customer; h) Any interruption of service due to a violation of E-vergent's standard terms and conditions or acceptable use policies; i) Any reasons of Force Majeure such as natural disasters or Acts of God.; j) Any outage caused by a virus, hacking, or a denial of service attack; k) Any outage caused by events beyond E-vergent's reasonable control.

This Service Level Agreement is dated as of _____, by and between American Heartland Fiber Networks, LLC (DBA: E-vergent) , and

_____ ("Customer").

E-Vergent

Customer

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Terms and conditions subject to change without notice.