

La oficina de representación en el exterior de Los Angeles ha clasificado PARCIALMENTE palabras de este documento como CONFIDENCIAL, por contener DATOS PERSONALES y SECRETO BANCARIO, de conformidad con el Capítulo III, Título Sexto, de la LGTAIP, y los artículos 108, 113 fracciones I, II y 118 de la LFTAIP, y los Lineamientos en la materia.



## Service Contract

Customer Information	
Company:	ProMéxico Los Angeles
Contact:	Wendy Bogarín Orozco
Address:	2401 W. 6th Street
City:	Los Angeles
State:	CA
Phone:	213-382-3719
Fax:	
Email:	<a href="mailto:wendy.bogarín@promexico.gob.mx">wendy.bogarín@promexico.gob.mx</a>

Payment Information	
<input checked="" type="checkbox"/> Monthly Bill	<input type="checkbox"/> Auto Pay
Credit Card:	[REDACTED]
Name on Card:	[REDACTED]
Credit Card #:	[REDACTED]
Exp Date:	[REDACTED]
CC Billing Address:	[REDACTED]
City:	[REDACTED]
State:	[REDACTED]

Description	Contract Number	Salesperson	Start Date		End Date	
	C-02102016-PM	Glen Baerenz				
	Terms	Units	NRC/Unit	MRC/Unit	NRC	MRC
AerioConnect Internet Service - 20Mbps/5Mbps	3 Year	1	0.00	199.95	0.00	199.95
Mikrotik QoS Router	3 Year	1	0.00	5.00	0.00	5.00
Wireless Access Point	3 Year	1	0.00	10.00	0.00	10.00
Installation					250.00	0.00
Term/Bundle Discount ( Vfax \$10MRC)					0.00	-10.00
Sub-Total:					250.00	204.95

### MISCELLANEOUS ITEMS:

Additional Static IP- 1 IP to 2 IPs (2 usable) - \$10.00/mo - IP to 8 IPs (5 usable) - \$30.00/mo  
Phones require CAT5/CAT6 connection

### SERVICE TERMS:

- Subscriber may cancel service with 30 day written notice but will be subject to a cancellation fee equal to 100% of the remaining dollar value of the applicable Service order through the Term.
- Your first bill will be prorated for the 1<sup>st</sup> of the month to place you on our standard billing cycle.
- Bills are sent by the 15<sup>th</sup> of the previous billing month and due on the 1<sup>st</sup> of the billing month. A late fee of 10% or the maximum rate allowable by law (whichever is less) will be applied to any over-due charges not received by the 15<sup>th</sup> day of the billing month.
- Subscribers with payments not received by the 15<sup>th</sup> of billing month will be subject to service interruption.
- Any suspended service will require a \$100 reconnection fee prior to resuming service.
- AerioConnect subscribers are required to abide by the rules set forth in our Acceptable Use Policy located on our website <http://www.aerioconnect.net>
- Additional taxes and government fee will apply.

Your signature below indicates that you agree with all the terms and conditions on this contract.

Juan Carlos Briseño  
Customer Name (Printed)

[Signature]  
Customer Signature

Trade Commissioner  
Title

09/01/16  
Date



# Terms and Conditions

**I. General Terms and Definitions.** Any individual or entity receiving any product or service from AerioConnect, a division of AerioNet, Inc. shall hereafter be referred to as Customer. By accepting products and/or services provided by AerioConnect, Customer agrees to observe and abide by all of the provisions, terms, and requirements specified in this document. Customer agrees to abide by AerioConnect's Acceptable Use Policy (AUP). The AUP is available for review at <http://www.aerioconnect.net> website.

**II. Billing.** AerioConnect shall bill Customer for services rendered at the published rate of such services upon receipt of service contract form hereafter be referred to as Contract. Unless otherwise specified, monthly recurring service charges are billed one month in advance and are due on the first of the month of service. Where applicable, service charges for the initial partial month of service will be pro-rated and billed on the first recurring monthly bill. For each month thereafter, the full monthly fee is due for any part of a month in which service is provided. Monthly fees are non-refundable. PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 10% PER MONTH ON ANY UNPAID PAST DUE BALANCE. Delinquent accounts are subject to Immediate termination or suspension of services at the sole discretion of AerioConnect.

**III. Disclaimer of Liability.** Customer acknowledges that AerioConnect makes no warranty of any kind, expressed or implied, regarding the reliability or suitability for a particular purpose of its services. AerioConnect disclaims any warranty of merchantability or fitness for a particular purpose. Customer acknowledges and understands that AerioConnect exercises no control over the nature, content, or reliability of the information delivered to Customer from the Internet via AerioConnect. Under no circumstances shall AerioConnect be held responsible for damages or loss suffered by Customer, including but not limited to special, incidental, consequential, or punitive damages, as a result of Customer's direct or indirect use of AerioConnect's services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Customer's or AerioConnect or a third party's negligence, fault, misconduct, or failure to perform. Customer acknowledges that Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of AerioConnect. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by AerioConnect and Customer. AerioConnect reserves the right to refuse or terminate service to Customer at any time.

**IV. Client Responsibility.** Customer is responsible for protecting all account passwords and for any authorized or unauthorized use made of Customer's account. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the services of AerioConnect. Customer acknowledges that any proprietary, confidential, or otherwise valuable information that Customer desires to keep confidential should not be transmitted over any part of the Internet, nor resides on computers connected to the Internet. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against AerioConnect or its Customers. Customer agrees that under no circumstances will the Customer use AerioConnect equipment and/or electronic mail addresses in connection with the sending of unsolicited electronic mail messages, commercial or otherwise, including, but not limited to, the sending of unsolicited mass mailings from another service which in any way implicates the use of AerioConnect's service, equipment or any AerioConnect electronic mail address.

**V. Service Plans and Term Commitment.** Service's Initial Term is indicated on page 1 of the Service Contract. Customer will be deemed to have accepted the Service as of the Service Date. At the end of the Initial Term, the Service Contract will renew for successive Renewal Terms equal in length to the Initial Term unless and until terminated as provided herein. Termination of service must be in writing to AerioConnect with a thirty-day advance notice. Customer agrees not to use the services purchased from AerioConnect in a manner prohibited by any federal or state law. If client terminates service after line installation and prior to completion of the service term commitment, Customer agrees to pay 100% of the remainder of the contract, any unreturned equipment charge. Past due accounts are subject to termination without prior notice. To restore service, a \$100 reactivation charge will apply. Customer will be liable for all past due charges and any early termination fees if account is not brought current and service restored.

**VI. Service Level Agreement.** In the event the Customer experiences a service outage for more than two (2) consecutive hours on a Corporate or Enterprise class service and is unable to transmit and receive information from AerioConnect's Internet Data Centers to other portions of the Internet and Customer notifies AerioConnect immediately of such event and AerioConnect determines that such inability was caused by AerioConnect's failure to provide said services for reasons within AerioConnect's reasonable control and not as a result of any actions or inactions of Customer or any third parties (including failure of third party equipment), and such inability is not a result of standard scheduled maintenance of AerioConnect's equipment or services, AerioConnect will, upon Customer's request, credit Customer's account the connectivity charges for the length of the outage. Customer credit may not exceed one month's service fees in any single calendar month.

**VII. Refunds.** AerioConnect service may be cancelled without penalty within thirty (30) days of line installation for quality of service issues. A full refund will be given for equipment returned in resalable condition and for any remaining portion of prepaid monthly service charges pro-rated daily. All other payments are non-refundable. Defective hardware will be repaired or replaced within 15 days of purchase date.

**VIII. Equipment Lease Agreement:**

Customer is required to sign an Equipment Lease Agreement (Exhibit A) provided on page 4 of this contract. All equipment that is property of AerioConnect must be returned when customer cancels service. Any unreturned equipment; returned equipment that is damaged; or returned equipment that is in un-resalable condition, customer agrees that AerioConnect has the right to charge such equipment as outlined in Exhibit A.

Initial JCB



**Gramm-Leach Bliley Act:**

Client has informed AerioConnect that Client is required to comply with the provision of 12 CFR, Part 216, Privacy of Consumer Financial Information (Regulation P), also known as Gramm-Leach-Bliley Act, Article 5 (the "Privacy Act"). Pursuant to Section 216.14 and 216.15 of the Privacy Act, Client is allowed to disclose nonpublic personal customer information to a nonaffiliated third party, such as AerioConnect, that performs services for Client, so long as such disclosure is in compliance with Section 216.13 (a) (i) and (ii) of the Privacy Act.

Section 216.13 (a) (i) of the Privacy Act requires Client to provide the Initial notice to its customers in accordance with Section 216.4 of the Privacy Act (the "Initial Notice"). Customer confirms to AerioConnect that the Initial Notice was delivered to its customers in full compliance with Section 216.4 of the Privacy Act.

Further, Section 216.13 (a) (ii) of the Privacy Act, requires the Client to enter into a contractual agreement with the third party that prohibits the third party from disclosing or using the information other than to carry out the purposes for which the Client disclosed the information, including use under an exception described in Section 216.14 or 216.15 of the Privacy Act in the ordinary course of business to carry out those purposes.

In order to comply with the requirement of Section 216.13 (a) (ii), AerioConnect agrees that it will not disclose or use information provided to it pursuant to this Agreement other than to carry out the obligations of AerioConnect as set out in this Agreement, or as otherwise allowed by state and federal law.

AerioConnect will not use the nonpublic personal information for any purpose whatsoever; however, Client also understands that, due to the nature of the use of the Internet, AerioConnect will not be liable for any disclosure of nonpublic personal customer information received by it from Client as a result of a breach or "hacking" into its system as a result of Internet transmittal of the nonpublic personal customer information.

AerioConnect will hold any third party or sub-contractors who are providing services, on behalf of AerioConnect to the same GLBA and confidentiality terms stated in this contract

Authorized representatives of Client and AerioConnect have read the foregoing and all documents incorporated therein and, by executing the Service Contract Form(s), agree and accept such terms effective as of the date indicated below the Client signature on the initial Service Contract Form.

Initial JCB

