

Internet Access Lease Addendum

Tenants can utilize the building's wireless network to access the Internet at high speed. The following language is the Internet Access Lease Addendum.

1. INTRODUCTION

1.1 Service Description: Landlord agrees to provide non-exclusive, dedicated high-speed Internet access ("Internet Access") to Tenant during the Lease Term and subject to the terms and conditions of this Addendum.

1.2 Lease Controlling. Except as otherwise set forth in this Addendum, the terms and conditions of the Lease shall control the relationship and rights of the parties. Any terms not defined herein shall be accorded the meaning set forth in the Lease. In the event of any conflict, inconsistency or ambiguity between the Lease and this Addendum, such conflict shall be resolved by reference to the Lease.

2. TERM AND TERMINATION

2.1 Term and Termination. The effective date of this Addendum shall be the date of its execution and delivery by both parties. This Addendum shall remain in effect throughout the Lease Term of the Lease unless terminated earlier in accordance with paragraph 2.2.

2.2 Termination. This Addendum is subject to termination as follows: a. By written consent of both parties;
b. By Landlord if Tenant breaches any obligation hereunder;
c. By Landlord if Tenant breaches any obligation under the Lease and fails to cure same in accordance with the applicable cure provision set forth therein, if one is designated;
d. Upon termination of the Lease for any reason;

e. Immediately in the event Tenant becomes involved in any voluntary or involuntary bankruptcy proceeding, appoints or has appointed a receiver for the benefit of its creditors, makes an assignment for the benefit of creditors, or is involved in any other insolvency proceeding.

f. By Tenant in accordance with paragraph 5.5 below.

2.3 Rights Upon Termination. Upon termination of this Addendum: (i) any amounts due to Landlord hereunder shall be accelerated and be due and payable immediately; (ii) Landlord shall terminate Tenant's Internet Access; and (iii) Landlord shall be entitled to pursue any and all remedies available hereunder, under the Lease, or at law, or in equity including the right of injunctive relief.

3. Connection Services

3.1 Use Monitoring and Limitations. Tenant is allocated use of the Internet Access on a shared bandwidth basis, sharing bandwidth with other tenants within the building.

Tenant agrees to abide by the Acceptable Use Policy of the internet service provider (ISP). Internet access may be terminated at the discretion of the Landlord should it be determined that the Acceptable Use Policy is violated, or if excessive bandwidth usage causes regular disruption of service to other Tenants of building.

3.2 IP Address. The Tenant will not be given a static IP Address.

3.3 Maintenance. Landlord shall be responsible for maintenance of central internet access equipment (including hub, switch, router, firewall, wireless access point, etc.). Maintenance and repairs will be provided in a reasonable time frame. Landlord shall not be responsible for service issues beyond the demarcation point, defined as the Wide Area Network (WAN) port on the equipment (router, hub, or firewall) which connects the premises network to the internet. Landlord shall report ISP service issues directly to the ISP. Tenant shall be responsible for reporting service issues to Landlord.

4. Limitation of Liability and Disclaimer of Warranty

4.1 Limitation of Liability. LANDLORD DISCLAIMS ALL LIABILITY WHATSOEVER FOR INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING OUT OF THE FAILURE OR INABILITY OF LANDLORD TO PROVIDE ACCESS TO OR USE OF THE INTERNET ACCESS OR OTHERWISE IN RESPECT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES RESULTING FROM THE LOSS OF DATA OR SERVICES.

4.2 Disclaimer of Warranties. LANDLORD MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER WITH RESPECT TO THE INTERNET ACCESS OR ANY OTHER SERVICES PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED PURPOSE. Tenant acknowledges that the Internet Access is provided by third parties to Landlord. Use of the Internet Access and its operation may be subject to events over which Landlord has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages. TENANT HAS SOLE RESPONSIBILITY FOR ENSURING THE SECURITY OF ITS COMPUTER EQUIPMENT, SOFTWARE AND DATA. LANDLORD DOES NOT PROVIDE ANY SECURITY OR PROTECTION AGAINST UNAUTHORIZED ACCESS TO TENANT'S COMPUTERS, SOFTWARE OR DATA VIA THE INTERNET, OR FROM VIRUSES OR OTHER ACTS BY THIRD PARTIES WHICH MAY BE COMMITTED VIA THE INTERNET.

4.3 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all losses, liabilities, damages, costs of suit, attorneys fees and any other expenses which may be incurred by or asserted against Landlord or its partners in connection with Tenant's use of the Internet Access.

4.4 No Responsibility for Content. Tenant should be aware that there may be some information on the Internet or otherwise available through the Internet Access which may be offensive, or which may not be in compliance with laws of certain jurisdictions. Landlord assumes no responsibility for the content contained on the Internet or made available by others and shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Tenant. The Landlord assumes no obligation to monitor transmissions made on the Internet Access.

4.6 High Risk Activities. The Internet Access is not fault-tolerant and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Internet Access could lead to injury to business, persons, property or environment ("High Risk Activities"). Such High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Tenant expressly assumes the risks of any damages resulting from High Risk Activities.

5. Use of the Internet Access

5.1 Use Restrictions. Tenant shall not use the Internet Access for: (I) any purpose which is in violation of any copyright, trademark, patent or trade secret rights of any person; or (ii) any purpose which is in violation of any state or federal laws or regulations presently existing or hereinafter enacted.

5.2 Resale. Tenant agrees not to resell the Internet Access or otherwise charge others to use the Internet Access, in whole or in part, directly or indirectly, or on a bundled basis. The Internet Access is to be used solely by the Tenant.

5.3 Application Hosting. The Internet Access is for Tenant's general use only. Tenant shall not use the Internet Access to provide access to the Internet by third parties. Tenant agrees not to use the Internet Access for operation as an Internet Service Provider, a server site for FTP, Telnet,

Rlogin, E-Mail hosting, Web hosting or other similar applications, unless these applications are solely for the internal use and benefit of Tenant.

5.4 Interference with the Service. Tenant agrees not to restrict, inhibit or otherwise interfere with, or knowingly disrupt the Internet Access.

5.5 Additional Rules or Conditions of Use. Landlord may in the future adopt additional rules or conditions of use for the Internet Access. In the event such rules or conditions are adopted, then Landlord shall: (I) notify Tenant of the URL address for reviewing said rules and conditions; and (ii) such rules and conditions shall become a part of and be incorporated into this Agreement. Tenant shall be obligated to periodically review the additional terms and conditions (if adopted) to ensure its compliance therewith, and its continued use of the Internet Access shall be deemed its agreement to the additional terms and conditions. In the event Tenant does not agree to any terms and conditions which may be adopted in the future, then Tenant shall be permitted to terminate this Agreement and its use of the Internet Access by providing written notice of same to Landlord.

7. General

7.1 Entire Addendum And Understanding. This Addendum constitutes the entire

agreement between the parties with respect to the subject matter herein.

7.2 Modifications in Writing. This Addendum may be modified or amended only by written instrument signed by each of the parties hereto.

7.3 Governing Law. This Addendum shall be binding upon the successors, heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Idaho. Any legal action brought with regard to this contract shall be brought only in the court of appropriate jurisdiction within the State of Idaho.

7.4 Headings. Headings used in this Addendum are for convenience only and shall not be used to interpret or construe its provisions.

7.5 Notices. All notices or other documents under this Addendum shall be in writing and delivered personally or fax received, or mailed, postage prepaid, addressed to Landlord and the Tenant at their addresses as set forth in the Lease.

7.6 Severable. The total invalidity or unenforceability of any particular provision of this Addendum shall not affect the other provisions hereof and this Addendum shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7.7 No Waiver. The failure of Landlord to enforce any term or condition of this Addendum shall not be deemed a waiver thereof and shall not prevent its later enforcement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby agree to the terms of this agreement by execution of the Residential Lease between Tenant and Landlord.

Signatures:

Landlord Name _____

Signature _____

Date _____

Tenant Name _____

Signature _____

Date _____

Tenant Name _____

Signature _____

Date _____

