

## **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.

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### **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.

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### **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 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 applicable cure provisions;**
- d. Upon termination of the Lease for any reason;**
- e. Immediately in the event Tenant becomes involved in insolvency or bankruptcy proceedings;**
- 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 shall be immediately payable;**
  - (ii) Landlord shall terminate Tenant's Internet Access;**
  - (iii) Landlord may pursue all remedies available under the Lease or applicable law.**
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## **3. CONNECTION SERVICES**

### **3.1 Use Monitoring and Limitations:**

**Tenant is allocated shared bandwidth access. Tenant agrees to abide by the ISP's Acceptable Use Policy. Internet access may be terminated if the policy is violated or excessive usage disrupts service to others.**

### **3.2 IP Address:**

**Tenant will not be provided a static IP address.**

### **3.3 Maintenance:**

**Landlord shall maintain central internet equipment (router, switch, access point, etc.). Landlord is not responsible for issues beyond the WAN demarcation point. Tenant shall report issues to Landlord.**

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## **4. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY**

### **4.1 Limitation of Liability:**

**Landlord disclaims liability for indirect, consequential, or incidental damages arising from inability or failure to provide Internet Access.**

### **4.2 Disclaimer of Warranties:**

**Landlord makes no warranties, expressed or implied, regarding the Internet Access. Tenant is solely responsible for the security of their devices and data.**

### **4.3 Indemnification:**

**Tenant shall indemnify and hold Landlord harmless from claims or damages arising from Tenant's use of Internet Access.**

### **4.4 No Responsibility for Content:**

**Landlord shall not be liable for Internet content accessed by Tenant.**

#### **4.6 High Risk Activities:**

**Internet Access is not designed for high-risk or fail-safe applications. Tenant assumes all associated risks.**

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### **5. USE OF THE INTERNET ACCESS**

#### **5.1 Use Restrictions:**

**Tenant shall not use the Internet Access in violation of copyright, trademark, patent, trade secret, or any law.**

#### **5.2 Resale:**

**Tenant may not resell or redistribute the Internet Access.**

#### **5.3 Application Hosting:**

**Tenant may not operate servers or hosting services unless solely for internal use.**

#### **5.4 Interference with Service:**

**Tenant shall not interfere with or disrupt Internet Access.**

#### **5.5 Additional Rules:**

**Landlord may adopt additional rules and shall notify Tenant of any such changes. Continued use constitutes acceptance.**

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### **6. NETWORK DETAILS**

**To be completed by Landlord and provided to Tenant:**

- **Wi-Fi Network Name (SSID):** *NNY Rentals*
- **Wi-Fi Password:** \_\_\_\_\_

**Tenant agrees that login credentials are for Tenant's household only and shall not be shared with others outside the unit.**

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### **7. GENERAL**

**7.1 Entire Addendum:**

**This Addendum constitutes the entire agreement between the parties with respect to the subject matter herein.**

**7.2 Modifications in Writing:**

**Any amendments must be in writing and signed by both parties.**

**7.3 Governing Law:**

**This Addendum shall be governed by and interpreted in accordance with the laws of the State of New York. Any legal action shall be brought only in a court of competent jurisdiction located in Jefferson County, New York.**

**7.4 Headings:**

**Section headings are for convenience only.**

**7.5 Notices:**

**All notices or other documents under this Addendum shall be in writing and delivered personally, by email with confirmation, or mailed postage-prepaid to the Landlord and Tenant at the addresses set forth in the Lease.**

**7.6 Severability:**

**Invalidity of any provision shall not affect the remaining provisions.**

**7.7 No Waiver:**

**Failure by Landlord to enforce any term shall not constitute a waiver of future enforcement.**

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**SIGNATURES**

**Landlord:**

**NNY Rentals LLC**

**(Authorized Representative)**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant (if applicable):**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_