

# 8e6 Technologies

## ROOT ACCESS ADDENDUM AGREEMENT

This Root Access Addendum Agreement (“Agreement”) is an addendum to (check all that apply):

The Product Evaluation License Agreement dated \_\_\_\_\_, 2008 entered into between 8e6 Technologies (8e6) and \_\_\_\_\_ (“Licensee” or “Customer”).

The End User License Agreement (EULA) executed between 8e6 Technologies (8e6) and \_\_\_\_\_ (“Licensee” or “Customer”) via the order dated \_\_\_\_\_, 2008

### 1. Product Definition

The term “Product” shall mean 8e6’s R3000 and/or Enterprise Reporter server and the root access program and related documentation, access to the server through command line interface allowing full control over the software and the operating system through remote or local login access.

### 2. License

- a. *Grant of License.* 8e6 grants Licensee a royalty-free, nonexclusive, nontransferable license to use the Product at Customer’s site, subject to all terms and conditions of this Agreement.
- b. *Term of License.* The license granted by this Agreement shall expire on the date of the above mentioned Agreements, unless earlier terminated by either party. Upon expiration of the license, Licensee agrees to return to 8e6 the Product (i) all copies of the Product, including any copies of computer programs on magnetic media and any written materials, and (ii) delete from all computer systems all copies of the Product of this Agreement.

### 3. Technical Support of Licensee

8e6 will make the initial installation and configuration of the R3000 and/or Enterprise Reporter prior to providing Licensee root access. Throughout the term of this Agreement and any extension thereof, 8e6 shall provide support or technical assistance. If assistance is required of 8e6, Licensee will provide 8e6 access to the R3000 and/or Enterprise Reporter. If 8e6 is required to provide support or technical assistance for the failure caused by any changes made by Licensee, then Licensee shall pay for such support or technical assistance at the rate of \$150 per hour during normal business hours and \$175 per hour after normal business hours plus costs and expenses.

### 4. Confidentiality

- a. Acknowledgement of Trade Secrets, Licensee acknowledges that the Product contains valuable trade secrets and confidential information owned by 8e6, including but not limited to the development status of the Product, the functionality of the Product, the appearance, content and flow to the software’s

screens, the method and pattern of user interaction with the Product, and the content of the Product documentation.

- b. **Restrictions.** Licensee agrees that Licensee and its employees shall not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, or (ii) duplicate, reproduce or copy (except to make one backup copy), or (iii) disclose, divulge or otherwise make available to any third party, or (iv) use except as authorized by this Agreement, or (v) decompile or otherwise analyze for reverse engineering purposes the Product, including all trade secrets and confidential information therein. Licensee shall take all reasonable precautions to prevent inadvertent disclosure of the Product, including all trade secrets and confidential information therein.
- c. **No Disclosure to Third Parties.** Licensee specifically acknowledges and agrees that it shall not permit any third party, nor any employee representative or agent thereof that develops, markets or licenses computer programs with functionality similar to the Product to have access to the Product or to any trade secrets and confidential information therein.

**5. Effective Date.**

This Agreement shall take effect on the date that the last party hereto executes this agreement.

**AGREED:**

**8E6:**

**LICENSEE:**

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date