

SOFTWARE ESCROW AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____. (the "Agreement")

BETWEEN:

_____ (*insert name of owner*)
_____ (*insert complete address*)
(the "Owner")

-AND-

_____ (*insert name of escrow agent*)
_____ (*insert complete address*)
(the "Escrow Agent")

-AND-

_____ (*insert name of licensee*)
_____ (*insert complete address*)
(the "Licensee")

This Software Escrow Agreement ("Escrow Agreement") is entered into by and among the Owner, who owns certain Software, the Escrow Agent, and the Licensee, a licensee of the aforementioned Software, with reference to the following facts:

- A. Licensee has entered into a Software License Agreement, a copy of which is attached hereto as Exhibit "A" and the terms of which are made a part hereof, whereby Licensee has the right to use Owner's computer programs identified therein (the "Software").
- B. Licensee has entered into a Software Maintenance Agreement, a copy of which is attached hereto as Exhibit "B" and the terms of which are made a part hereof, whereby Owner will support Licensee in the use of Owner's Software (the "Software Maintenance").
- C. The uninterrupted availability of the Software is critical to Licensee in the conduct of its business.
- D. As a consequence of the foregoing, Owner has agreed to enter into this Escrow Agreement to provide for the availability of the source code, as well as any corrections, changes, modifications and enhancements to such source code, in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE based upon the premises and respective promises and obligations contained herein, the parties agree as follows:

1. Deposits in Escrow

Upon signing this Escrow Agreement and every six (6) months thereafter, Owner shall deposit with Escrow Agent the source code for the Software, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the Software source code encompassing all corrections, changes, modifications and enhancements made to the Software by Owner (the "Escrow Material"). Within seven (7) days after such deposit with Escrow Agent, both Owner and Escrow Agent shall give written notice of receipt to Licensee. The Escrow Agent is empowered to return to Owner, seven (7) days after the issuance of the written notice of receipt, all

previous versions of the Escrow Material. The cost of preparation of the escrow material shall be borne by Licensee, such cost not to exceed \$_____ (*insert amount*) per deposit.