



# Source Code Escrow Agreement



**TABLE OF CONTENTS**

PARTIES: ..... 4

PREAMBLE: ..... 4

1. DEFINITIONS AND INTERPRETATION ..... 4

2. DURATION ..... 7

3. APPOINTMENT OF ESCROW AGENT ..... 7

4. OWNER’S OBLIGATIONS ..... 7

5. ESCROW AGENT’S OBLIGATIONS ..... 7

6. ESCROW FEE AND EXPENSES ..... 8

7. TESTING AND VERIFICATION ..... 8

8. RELEASE OF THE SOURCE CODE AND SUPPORTING MATERIAL ..... 9

9. TERMINATION ..... 11

10. CONFIDENTIALITY ..... 11

11. COMPLIANCE WITH LAWS ..... 11

12. NOTICES ..... 11

13. IMPLIED WARRANTIES ..... 12

14. ASSIGNMENT ..... 12

15. WAIVER ..... 12

16. UNENFORCEABILITY ..... 13

17. ENTIRE AGREEMENT ..... 13

18. AMENDMENT ..... 13

19. FORCE MAJEURE ..... 13

20. NO MERGER ..... 13

21. NO AGENCY OR PARTNERSHIP ..... 13

22. FURTHER ASSURANCES ..... 14

23. COUNTERPARTS ..... 14

24. GOVERNING LAW ..... 14

25. CONFIDENTIALITY ..... 14

26. SPECIAL CONDITIONS ..... 14

EXECUTED AS AN AGREEMENT..... 15  
SCHEDULE..... 17

## SOURCE CODE ESCROW AGREEMENT

**THIS AGREEMENT** is made on the date specified in the Schedule

### **PARTIES:**

1. The party identified in the Schedule and hereinafter referred to as “**the Escrow Agent**”
2. The party identified in the Schedule and hereinafter referred to as “**the Owner**”
3. The party identified in the Schedule and hereinafter referred to as “**the Distributor**”
4. The party identified in the Schedule and hereinafter referred to as “**the Customer**”

### **PREAMBLE:**

- A. The Owner is the owner of the Licensed Software and has authorized the Distributor to market and license the Licensed Software to customers.
- B. The Distributor has agreed to grant a license to the Customer to use the Licensed Software and has agreed to provide support to the Customer for the Licensed Software.
- C. The Owner has agreed to provide support for the Licensed Software to customers via the Distributor.
- D. The Owner, the Distributor and the Customer have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as Escrow Agent and to hold the Source Code for the Licensed Software on the following terms and conditions.

### **IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“**Agreement**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.