



# Software Escrow Agreement

("Single Beneficiary")

3/5/18

Date of Agreement

30864

Escrow Number

SB

EscrowTech International, Inc.

Escrow Agent

3290 West Mayflower Way

Address

Lehi, UT 84043

City, State, Zip Code

801-852-8202

Telephone

801-852-8203

Facsimile

ASTRA SOFTWARE CORP

Owner Company Name

18127 W. CATAWBA AVE

Address Line 1

Address Line 2

CORNELIUS, NC 28031

City, State, Zip Code

MARK WELT

Main Contact

704/896-3505 X106

Telephone

704/655-8656

Facsimile

MWELT@ASTRASOFTWARE.COM

e-mail Address

Country

LEUCG

Beneficiary Company Name

200 E. Main Street

Address Line 1

Address Line 2

Lexington KY 40507

City, State, Zip Code

Chief Todd Samuelson

Main Contact

859 231 5674

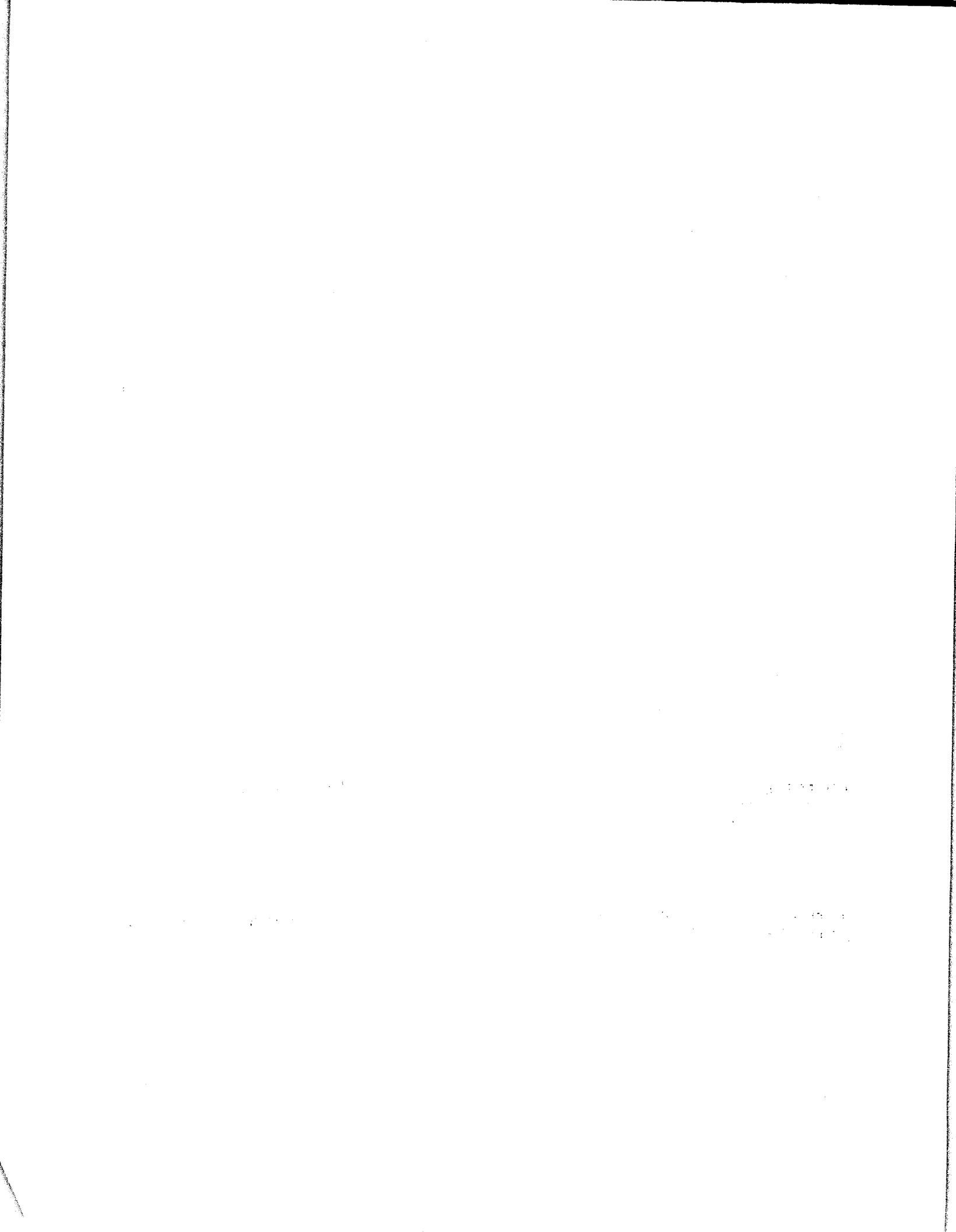
Telephone

Facsimile

Samuelst@lexingtonky.gov

e-mail Address

Country



1. **Software and Establishment of the Escrow.** Owner owns or has rights to the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of Deposit Materials (see Exhibit A) for the Software (the "Escrow").

2. **Deposit Materials.** The Deposit Materials are described in Exhibit A. Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering them to EscrowTech. Owner certifies to EscrowTech that Owner has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and that a release, if ever, of such Deposit Materials to Beneficiary in accordance with this Agreement will not violate third party rights or U.S. export laws or regulations. Owner shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary.

3. **Encryption and Reproduction.** Owner warrants that no Deposit Materials will be encrypted or password protected and that all Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 12) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 11). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

4. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

5. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures or one of the following submission methods:

**Mail** - Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner through an appropriate mail delivery service or courier service (e.g., U.S. mail, UPS or Federal Express).

**RealTime Escrow** - Owner may submit "Deposit Materials" electronically through EscrowTech's online escrow management portal RealTime Escrow. Owner will follow the "Make an Online Deposit" outlined in the RealTime Escrow application.

**Automated Submission** - Owner may submit "Deposit Materials" through a regularly scheduled transmission script. The transmission script will deliver the "Deposit Materials" to EscrowTech's SFTP server and upon successful delivery notify EscrowTech. The transmission script must be configured by Owner with EscrowTech's guidance. If the Owner submits the Deposit Materials using the "Automated submission" method no more than 12 deposits a contract year will be allowed without an additional fee for excess deposits.

Regardless of the method, EscrowTech is not responsible if Owner fails to comply with the submission methods or to make deposits.

(a)

(c) **Deficiency.** If Beneficiary believes that the Deposit Materials, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

(d) **Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of Beneficiary, EscrowTech may conduct technical verifications of Deposit Materials for Beneficiary in accordance with a Technical Verification Addendum. Beneficiary must pay EscrowTech's then-current fees plus expenses for the technical verifications.

(e) **File Name Listings.** At the option of Beneficiary, EscrowTech may generate a list of file names from the Deposit Materials and provide a copy of the list to Beneficiary. This only applies to Deposit Materials in an electronic form from which EscrowTech can generate the list on a PC running Windows. The copy of the list will be provided with the Confirmation of Receipt of Deposit Materials or separately. If Beneficiary exercises this option, the "File Listing Fee" will be paid to EscrowTech in

accordance with the Fee Schedule attached hereto.

**6. Replacement of Obsolete Deposit Materials.** Owner and Beneficiary may jointly identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were deposited with EscrowTech or be otherwise understandable to EscrowTech. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

**7. License Agreement.** Owner and Beneficiary have entered into one or more agreements identified in Exhibit A pursuant to which Owner has licensed or provided the Software to the Beneficiary. Such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is intended by the Parties to be "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is (are) rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

**8. Embodiment of Intellectual Property.** The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

**9. Release of Deposit Materials - Request of**

**Beneficiary.** Beneficiary shall be entitled to receive the Deposit Materials if the Release Condition described in Exhibit B occurs. The following release procedure shall apply:

(a) **Notice to EscrowTech.** Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" commercial delivery service (e.g., Federal Express, UPS or U.S. Express Mail, etc.) or will be delivered personally. Email notice to Owner must also be sent on the same day as the written notice is sent.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 9 (d) below, EscrowTech shall release the Deposit Materials to Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be four weeks, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, then EscrowTech will not release the Deposit Materials to Beneficiary until the dispute or objection is resolved by Owner and Beneficiary in accordance with Section 17 or by court order. Such resolution will determine whether or not Beneficiary is entitled to receive the Deposit Materials from EscrowTech. EscrowTech has no obligation to determine whether or not Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is

entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 17.

**10. Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to Beneficiary.

**11. Copies.** Any Deposit Materials released to Beneficiary under this Agreement may be in the form of a copy of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

**12. Use of Released Deposit Materials.** Deposit Materials released to Beneficiary under this Agreement may only be used by Beneficiary as permitted in Exhibit B ("Permitted Use"). Owner hereby licenses Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which Beneficiary may have.

**13. Fees.** EscrowTech shall receive the following fees and payments:

(a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, the Annual Fee shall be paid to EscrowTech in accordance with the Fee Schedule (Exhibit C). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

(b) **Release Fees.** If Beneficiary requests a release of the Deposit Materials under Section 9, Beneficiary shall pay the Release Fee (Exhibit C) to EscrowTech prior to the release. If the Deposit Materials are released at the instruction of Owner under Section 10, Owner shall pay the Release Fee to EscrowTech prior to the release.

(c) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then the Excess Storage Charge shall be paid to EscrowTech in accordance with the Fee Schedule (Exhibit C).

(d) **Increases.** The fees set forth in Exhibit C are fixed for three years. Thereafter, fees are subject to reasonable increase by EscrowTech upon advance written notice. EscrowTech's then-current fees shall be payable.

(e) **Costs.** Beneficiary shall pay EscrowTech for reasonable out of pocket costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to Beneficiary if the release is requested by Beneficiary. Owner shall be responsible for such costs if the release is requested by Owner. Owner and Beneficiary shall pay EscrowTech for all other costs reasonably incurred by EscrowTech in connection with this Agreement or the Escrow. Costs are not included in the above fees and are payable in addition to the above fees.

**14. Termination of Escrow by Beneficiary or Termination Condition.** The Escrow and Beneficiary's rights under this Agreement will terminate if any of the following occurs:

(a) Beneficiary gives written notice of Escrow termination to EscrowTech.

(b) A termination condition under Exhibit B is satisfied in accordance with Exhibit B. If any such termination condition is satisfied, then Beneficiary and Owner will give prompt written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Escrow.

(c) Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination.

(d) The Escrow terminates under Section 15.

EscrowTech will have no obligation or liability to Beneficiary after termination of the Escrow.

**15. Termination of Escrow by Owner or EscrowTech.** Subject to Section 16, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the

other Parties. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 16). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 9 (a) prior to the date of termination, then the Escrow will not terminate without the written consent of Beneficiary. Upon termination of the Escrow the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights or licenses granted to EscrowTech or Beneficiary with respect to Deposit Materials released to (or which should be released to) Beneficiary because of a Release Condition occurring prior to the date of termination.

(d) However, Owner may terminate Escrow agreement with 1 year written notice for any reason and all materials will be returned to the owner.

**16. Establishment of Substitute Escrow.** During the 90 day period under Section 15, Owner shall establish a substitute escrow with a third party escrow agent for the benefit of Beneficiary. The substitute escrow must be approved by Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 17. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 15 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved.

**17. Dispute Resolution.** In the event of any dispute between the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to litigation. Any litigation brought against EscrowTech shall be conducted in Salt Lake City, Utah. Any litigation brought by EscrowTech against

Owner or Beneficiary and any litigation between Owner and Beneficiary shall be conducted in Lexington, Kentucky.

**18. Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged to Owner for such Updates or replacements.

**19. Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or Beneficiary, then the Owner or Beneficiary making such request or demand to the extent allowable by law shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to beneficiary.

**20. Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

**21. Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 17 or a court order.

**22. Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting

upon any resolution under Section 17 or any court order.

**23. *Extraordinary Services.*** In addition to the Fees and Charges for the usual services of EscrowTech under this Agreement (see Section 13 and Exhibit C), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or Beneficiary, in any meeting, mediation, arbitration or litigation between Owner and Beneficiary.

**24. *Disclaimer.*** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

**25. *Limitation on Liability.*** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND BENEFICIARY SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

**26. *Interpretation.*** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

**27. *Entire Agreement.*** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations. No prior, contemporaneous, or subsequent purchase order that contains conflicting or additional terms or conditions will be binding on parties even if such

purchase order is acknowledged or accepted.

**28. *Force Majeure.*** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

**29. *Forum.*** in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah if the litigation is brought by Owner or Beneficiary and in the state where Owner or Beneficiary is located if the litigation is brought by EscrowTech. The Parties hereby agree and submit to such jurisdiction and venue.

**30. *Notices.*** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its then-current address and telephone and fax numbers.

**31. *Modification.*** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

**32. *Assignment.*** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party must give notice thereof to the other affected Parties and must deliver to such other affected Parties a copy of the successor's written agreement to accept this Agreement and to assume the assigning Party's position under this Agreement.

**33. *Execution.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom

they are signing. The signature of a signing party may be in the form of an electronic signature.



**Agreed to and accepted by:**

ASTRA SOFTWARE CORP  
Owner Company Name

Mark Welt  
Authorized Signature

MARK WELT  
Name

President  
Title

EscrowTech International, Inc.  
Escrow Agent

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

LFUCG  
Beneficiary Company Name

Jim Gray  
Authorized Signature

Jim Gray  
Name

Mayor  
Title

## EXHIBIT A

### 1. LICENSE AGREEMENT

Owner and Beneficiary have entered into one or more other agreements identified below:

License Agreement

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

### 2. SOFTWARE

The following "Software" is licensed or provided by Owner to Beneficiary under their License Agreement:

EMERGENCY PLUS™

Software (Note: You may want to avoid using version numbers if updates change version numbers)

### 3. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source Code for the Software

Deposit Materials Definition

### 4. UPDATES

If and as Beneficiary receives under the License Agreement any new version of, update to, or replacement for the Software, Owner shall update the Escrow by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials current with the Software licensed or provided to Beneficiary under the License Agreement. However, Owner shall not be obligated to provide Updates more frequently than 4 times per contract year.

## EXHIBIT B

### 1. RELEASE CONDITION

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

1. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.
2. Owner (or its successor) defaults in its obligation to provide maintenance services as required by the License Agreement, and fails to cure such default within four weeks after receiving written and emailed notice of the default from Beneficiary. The notice must describe the default and the action which Beneficiary believes is necessary to cure the default. If more than four weeks is reasonably required to complete the cure, Owner (or its successor) shall have such additional time (not to exceed two months) as is reasonably needed, provided that Owner (or its successor) is diligent in completing the cure.
3. Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of the License Agreement.

### 2. PERMITTED USE

The following apply to Deposit Materials released to Beneficiary in accordance with this Software Escrow Agreement:

- a) Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b) Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c) Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
- d) Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

**3. TERMINATION OF ESCROW – TERMINATION CONDITIONS (see Subsection 14(b) of the Software Escrow Agreement)**

In addition to other grounds for termination under Section 14 or 15, the Escrow will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or
2. The License terminates; or
3. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.
4. The beneficiary does not pay the annual support invoice sent by the owner within 45 days of the invoice date.
5. The owner may give 1 year written notice to terminate this escrow agreement and after the one year notice, all materials will be returned to the owner.

## EXHIBIT C Fee Schedule<sup>1</sup>

All fees to be paid by the beneficiary.

<input checked="" type="checkbox"/> Setup Fee	EscrowTech will setup a standard escrow account governed by the standard escrow agreement.	\$995	<input type="checkbox"/> Owner, or <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Escrow	For added retention security, EscrowTech will provide dual site storage for deposits within EscrowTech's escrow vaults.  RealTime Escrow access will be provided for online-management of account which includes access to all executed documents, Status Reports, ability to view and pay invoices, view all Confirmation of Receipt of Deposit, and submit Deposit Materials.  Customization of this agreement may be subject to an increase in the annual fee.	\$1295 USD per year	<input type="checkbox"/> Owner, or <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 1 File Listing Verification Report	In addition to the Confirmation Receipt of Deposit and Standard Inspection of Deposit Materials, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and a Deposit Inventory Form.  The annual fee includes this service to be performed on up to four Deposits per year. A fee of \$100 USD will be charged to perform this service on each Deposit to the escrow in excess of four. This service can only be performed on Deposit Materials that are readable on a PC running Windows.	\$595 USD per year	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 2 Technical Verification – Deposit Analysis	In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies. The Owner will be required to complete a Technical Verification Questionnaire to complete the Deposit Analysis.	\$1095 USD per Analysis	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 3 Technical Verification – Build and Compile	EscrowTech will perform a Technical Verification on deposit and any subsequent deposits upon request, which includes the outputs of the Technical Verification – Deposit Analysis as described above. EscrowTech will compile the source code in Deposit Materials and will build an executable program following build instructions and configuration information from the Owner (with respect to programs that are not compiled into executable programs in normal operations, EscrowTech will then test that the interpreted code operates). The development environment included in the Deposit Materials will be used by EscrowTech for this purpose. Owner must provide the programming documentation, build and compile instructions, and any other materials, resources, equipment, or tools needed by EscrowTech to enable or facilitate the technical verification.  The Parties and EscrowTech will agree on a custom Technical Verification Addendum prior to start of fulfillment.	Starting at \$2995 USD per verification or based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 4 Technical Verification – Binary Comparison	Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum.	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 5 Technical Verification – Test Plan	Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary.	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
Excess Storage	Two cubic feet of space is dedicated to each account. If more than two cubic feet of	\$70 USD	<input checked="" type="checkbox"/> Owner, or

<sup>1</sup> These Fees are fixed for the first three years of the Escrow Agreement. Thereafter, all Fees are subject to increase by EscrowTech upon written notice. In addition, payments not made within 45 days of the date of the invoice are subject to a 5% late fee plus interest at the rate of 1.5% per month (but not exceeding any rate or amount prohibited by applicable law) until paid in full. In the event that a fee or payment under this Agreement is owed by a Party to EscrowTech, but not paid, then the other party must pay such fee or payment to EscrowTech.

Fee	space is required to hold the Deposit Materials, the Excess Storage Fee may be assessed.	per extra cubic foot per year	<input type="checkbox"/> Beneficiary
Release of Deposit Materials	A Release Fee will be charged each time a release of the Deposit Materials is requested and fulfilled, payable by the requesting party.	\$250 USD per release	Requesting Party

**EXHIBIT D**  
**Additional Contacts for Owner**  
**(optional)**

**1. General Counsel Contact**

_____ Attorney Company Name	_____ Counsel Contact
_____ Address Line 1	_____ Telephone
_____ Address Line 2	_____ Facsimile
_____ City, State, Zip Code	_____ e-mail Address
_____ Country	

**2. Billing Contact**

_____ Owner Company Name	_____ Billing Contact
_____ Address Line 1	_____ Telephone
_____ Address Line 2	_____ Facsimile
_____ City, State, Zip Code	_____ e-mail Address
_____ Country	

**EXHIBIT E**  
**Additional Contacts for Beneficiary**  
**(optional)**

**1. General Counsel Contact**

\_\_\_\_\_  
Attorney Company Name

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Counsel Contact

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
e-mail Address

**2. Billing Contact**

\_\_\_\_\_  
Beneficiary Company Name

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
e-mail Address



## **Exhibit G**

### **Satisfaction Guarantee**

If this is Owner's first escrow with EscrowTech, then:

During the first year of this Agreement, if Owner is dissatisfied for any reason with EscrowTech's services, then Owner may terminate the Escrow (in accordance with Sections 15 and 16) and receive a full refund of all escrow fees paid by Owner to EscrowTech during the first year for this Escrow. To be eligible for the refund, Owner must terminate the Escrow prior to the end of the first year of this Agreement and must tell EscrowTech why Owner is not satisfied (so that EscrowTech will know how to improve its services). This refund does not include verification fees or out-of-pocket expenses.

If this is Beneficiary's first escrow with EscrowTech, then:

During the first year of this Agreement, if Beneficiary is dissatisfied for any reason with EscrowTech's services, then Beneficiary may terminate the Escrow (in accordance with Section 14) and receive a full refund of all escrow fees paid by Beneficiary to EscrowTech during the first year for this Escrow. To be eligible for the refund, Beneficiary must terminate the Escrow prior to the end of the first year of this Agreement and must tell EscrowTech why Beneficiary is not satisfied (so that EscrowTech will know how to improve its services). This refund does not include verification fees or out-of-pocket expenses.