APPENDIX.D2.3.1

SourceFile Agreement

SourceFlex

Software Escrow Agreement

Depositors should utilize SourceFile's SourceFlex Agreement if:

- **It is advantageous to deposit and manage more than one software product under a single master account;**

- **One or more Licensees require escrow protection for one or more software products;**

- **Ongoing assurance of quality escrow deposits is desired through SourceFile's SCORE (Source Code Observation Review and Evaluation) verification tests on the source code and written reports of the SCORE test results;**

- **Depositor and its Licensees want full escrow account administration, notification, reporting, account history, unlimited 800-number customer service and on-line services.**

SourceFile LLC, a founding member of the Synchros Global Escrow Alliance, has North American offices in: Atlanta, Houston, Los Angeles, Oakland, Silicon Valley, Washington, DC, and Toronto. Toll-free: 800/237-2769, ext 138; Direct: 510/419-3888, ext. 138; Internet: www.sourcefile.com. Through the Synchros Alliance, SourceFile has representative offices in Australia, Belgium, France, Germany, Holland, Ireland, New Zealand, Sweden, Switzerland and the United Kingdom. SourceFile's Synchros partners can be contacted via your local SourceFile representative or the Internet: www.synchros.org.

SOURCEFLEX
SOFTWARE SOURCE CODE ESCROW AGREEMENT
SOURCEFILE ACCOUNT NUMBER: _____
AGREEMENT EFFECTIVE DATE: _____

1. PARTIES.

This Software Source Code Escrow Agreement, ("Agreement") effective as of the date above, is between SourceFile, LLC, a California limited liability company doing business as SourceFile ("SourceFile") located at 2201 Broadway, Suite 703, Oakland, California 94612, The Global Name Registry Limited, located at 10 Fenchurch Avenue, London, UK, ("Depositor"), and each Beneficiary described in Paragraph 3.4 (each a "Beneficiary", collectively the "Beneficiaries").

2. RECITALS.

2.1. Depositor licenses software to Beneficiary in object code form (the "Software") pursuant to a software license agreement ("License Agreement"). "Source Material" means the Software in source code form ("Source Code"), including all relevant documentation and instructions to maintain, duplicate and compile the Source Code. The Software and Source Material are the proprietary and confidential information of Depositor, and Depositor desires to protect such ownership and confidentiality. A description of the Software subject to this Agreement as of the date hereof is attached hereto as Exhibit "A.". With the addition of new Beneficiaries pursuant to Paragraph 3.4, a description of the software (the "Software Package" or "Software Packages") subject to this agreement must be noted in Exhibit "B" for each respective new Beneficiary.

2.2. The purpose of this Agreement is to establish an escrow to protect Depositor's ownership and confidentiality of the Software and Source Material and to protect Beneficiary's legitimate use of the Software by assuring the availability of the Source Material in the event certain conditions set forth in Paragraph 3.5 of this Agreement occur.

2.3. The parties desire that this Agreement be an agreement supplementary to the License Agreement pursuant to the United States Bankruptcy Code § 365 (n).

2.4. In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows.

3. SOURCE MATERIAL ESCROW PROCEDURES.

3.1. Delivery of Source Material and Updates to SourceFile. Depositor shall deliver to SourceFile the Source Material in a sealed Parcel (the "Parcel"). Depositor shall also deliver to SourceFile all Source Material revisions, and/or new versions ("Update(s)") within thirty (30) days of the release of the Software for such revisions and/or new versions to the Beneficiary. Updates shall be added to and become part of the Source Material. With each delivery of the Source Material and Updates, Depositor agrees to provide the information specified in Exhibit A, "Description of the Software," a copy of which is attached hereto and incorporated herein by reference. Title and ownership of

the media upon which the Source Material is stored, exclusive of the Source Material itself, shall vest with SourceFile upon delivery of the Parcel.

    3.1.1. <u>Delivery of Encrypted Updates to SourceFile</u>**.** Pursuant to acceptable instructions from SourceFile, Depositor shall have the option to encrypt Updates ("Encrypted Update(s)") and transmit the Encrypted Update over the Internet to SourceFile's File Transfer Protocol site ("FTP Site"). SourceFile shall not be liable to Depositor or Beneficiary for any Encrypted Update, or any part thereof, that is transmitted over the Internet to SourceFile's FTP Site but is not received in whole or in part, or for which no notification of receipt is given pursuant to Paragraph 3.2.

3.2. <u>Acknowledgement of Receipt by SourceFile.</u> SourceFile shall promptly notify Depositor and Beneficiary of receipt of the initial Parcel by courier, registered mail or Poste CS (the electronic courier of the United States Postal Service). Notification of receipt of Updates and Encrypted Updates will be promptly sent by E-Mail to the E-mail address described in the Notices section of this Agreement and posted to a page at SourceFile's web site (www.sourcefile.com) reserved for Depositor and Beneficiary. SourceFile shall provide Depositor and Beneficiary with a user identification name and password as required to access said page.

3.3. <u>Record Keeping, Storage, Copies and Inspection of Source Material</u>. SourceFile shall have no obligation to determine the completeness, accuracy or physical condition of the contents of the Parcel, or whether the Parcel contains the Source Material. Depositor and Beneficiary shall be entitled to inspect the records that SourceFile maintains and the Source Material pursuant to this Agreement during normal business hours and following reasonable prior notice.

3.4. <u>Qualified Beneficiaries</u>. Beneficiary shall have the right to enforce the Source Material Release Procedures described in Paragraph 3.6 only if (i) Beneficiary is a party to a License Agreement with the Depositor that is in force and not in default by Beneficiary, and (ii) all fees are paid to SourceFile. All other licensees of the Software shall have no rights hereunder and SourceFile shall have no duties to such licensees. Additional Beneficiaries may be added upon written notice to SourceFile and execution and delivery by such new Beneficiary of <u>Exhibit "B."</u>

3.5. <u>Release Conditions</u>. The following events shall be considered "Release Conditions".

    3.5.1. Depositor requests in writing that SourceFile release the Source Material to Beneficiary; or

    3.5.2. The occurrence of any other event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Depositor to fulfill its obligations to Beneficiary under the License Agreement or this Agreement, including, without limitation, the correction of defects in the Software; or

    3.5.3. Depositor's failure to continue to do business in the ordinary course.

3.6. <u>Source Material Release Procedures</u>. SourceFile shall hold the Parcel pursuant to the following terms and conditions.

3.6.1. In the event SourceFile is notified in writing of a Release Condition (the "Release Condition Notice"), and provided that SourceFile has been paid all fees and costs then due and owing, then SourceFile shall promptly deliver a copy of the Release Condition Notice to Depositor or Beneficiary, as the case may be.

3.6.2. If SourceFile does not receive Contrary Instructions (defined below) from Depositor in response to the Release Condition Notice within thirty (30) days of SourceFile's delivery to Depositor of the Release Condition Notice, then SourceFile shall deliver a copy of the Source Material to Beneficiary. "Contrary Instructions" are defined as Depositor's written notice to SourceFile with a copy to the subject Beneficiary, stating that the Release Condition has not occurred or has been cured.

3.6.3. If SourceFile receives Contrary Instructions from Depositor within thirty (30) days of SourceFile's delivery to Depositor of the Release Condition Notice, then SourceFile shall not deliver a copy of the Source Material to the Beneficiary, but shall continue to hold the Parcel until: (1) otherwise directed by the Depositor and Beneficiary jointly in writing; (2) five (5) business days after SourceFile has received a copy of an order or judgment of a court of competent jurisdiction directing SourceFile as to the disposition of the Source Material; or (3) five (5) business days after SourceFile has received a copy of the final decision of an arbitrator directing SourceFile as to the disposition of the Source Material.

3.7. Interpleader. Upon receipt of Contrary Instructions from Depositor, SourceFile shall have the absolute right, at SourceFile's election, to file an action in interpleader requiring the Depositor and Beneficiary to answer and litigate their several claims and rights amongst themselves. SourceFile is hereby authorized to comply with the applicable interpleader statutes of the State of California in this regard.

3.8. Beneficiary Use of Source Material. Unless otherwise stated in the License Agreement, Beneficiary shall use the Source Material to maintain and support the Software under the terms of the License Agreement. Beneficiary agrees that the Source Material is confidential information that shall not be disclosed by Beneficiary. Beneficiary shall instruct its personnel to keep the Source Material confidential by using the same care and discretion that Beneficiary uses with similar data designated by Beneficiary as confidential. Beneficiary shall maintain the Source Material in a safe, secure location when not in use and shall immediately destroy the Source Material in the event Beneficiary's rights under the License Agreement terminate.

4. TERM AND TERMINATION.

4.1. Term of Agreement. This Agreement shall have an initial term of three (3) years from the date hereof unless earlier terminated as provided herein. The term shall be automatically renewed on a yearly basis thereafter, unless Beneficiary, Depositor, or SourceFile notifies the other parties in writing at least forty-five (45) days prior to the end of the then current term of its intention to terminate this Agreement.

4.2. Termination of Agreement. This Agreement shall terminate upon the occurrence of any of the following.

4.2.1.   Upon notice after the initial term pursuant to Paragraph 4.1 or after an increase of fees and costs pursuant to Section 5;

4.2.2.   Upon release of the Source Material pursuant to Paragraph 3.5;

4.2.3.   Upon termination of the License Agreement of a Beneficiary, then this Agreement shall terminate as to that Beneficiary;

4.2.4.   In the event of non-payment of fees due SourceFile or its authorized representative, SourceFile shall provide written notice of non-payment to all parties to this Agreement. If the amount past due is not received within thirty (30) days of the date of said notice, then SourceFile shall have the right to terminate this Agreement by sending written notice of termination to all parties; provided, however that if payment is due from a Beneficiary and not from Depositor, then this Agreement shall terminate as to that Beneficiary only. SourceFile shall have no obligation to take any action under this Agreement so long as any amount due SourceFile remains unpaid. Any party may cure past amounts due, whether or not obligated under this Agreement.

4.3.   Return of Source Material. In the event of termination of this Agreement, SourceFile shall return any Source Material in its possession to Depositor forthwith. If SourceFile is unable to locate Depositor, after reasonable attempts to do so within 90 days from the date of termination of this Agreement, then SourceFile will destroy the Source Material.

4.4.   Survival of Terms. In the event of termination of this Agreement, the rights and obligations of the parties shall terminate, other than the obligation of Depositor and/or Beneficiary to pay SourceFile all fees and costs then due, and the obligations of Depositor and Beneficiary pursuant to Paragraph 3.8 (Beneficiary Use of Source Material), Section 11 (Limitation of Liability of SourceFile), Section 12 (Indemnification of SourceFile), the Section titled "Arbitration of Disputes," if applicable, and the Paragraph titled, "Attorneys' Fees," in the Section titled, "Miscellaneous Provisions."

5.   COMPENSATION OF SOURCEFILE.

5.1. Depositor and/or Beneficiary shall pay SourceFile for its services rendered hereunder in accordance with SourceFile's then current schedule of fees and costs, a copy of which is attached hereto as Exhibit "C," subject to Depositor's or Beneficiary's obligation for fees and costs described in Exhibit "B." SourceFile may increase its fees and costs annually, but in such event Depositor and/or Beneficiary may terminate this Agreement by giving SourceFile written notice of termination within thirty (30) days of notice of such increase, whereupon termination shall be effective thirty (30) days after delivery of written notice of termination.

5.2. So long as it has not been paid in full, SourceFile shall not be required to perform any service.

5.3. Payment is due SourceFile within 30 days from the date of invoice to either party to this Agreement. If invoiced fees are not paid within the 30-day period, SourceFile may charge interest on past due amounts at the rate of one and one-half percent per month (18% per annum) from the date of the invoice.

6. **REPRESENTATIONS AND WARRANTIES OF DEPOSITOR.** Depositor represents and warrants the following:

6.1. The Source Material as delivered to SourceFile is a copy of Depositor's proprietary information corresponding to that described in Exhibit "A" and is capable of being used to generate the latest version of the Software. Depositor shall deliver further copies as and when necessary. The Source Material shall contain all information in human-readable form and on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Software without the assistance of any other person.

6.2. Depositor owns the Source Material and the Intellectual Property Rights therein free and clear of any liens, security interests, or other encumbrances and has the right and authority to grant SourceFile and Beneficiary the rights granted by Depositor to SourceFile and Beneficiary in this Agreement

6.3. Depositor shall deliver a duplicate Parcel within three (3) days of receipt of a notice served upon it by SourceFile under the provisions of Paragraph 3.1. The Source Material or any part thereof is not encrypted, unless it is transmitted to SourceFile under the terms and conditions of Paragraph 3.1.1.

7. **TECHNICAL VERIFICATION.**

7.1. Upon the Source Code being deposited with SourceFile, SourceFile shall from time to time perform those tests in accordance with its advertised SCORE Program, SCORE being an acronym for "<u>S</u>ource <u>C</u>ode <u>O</u>bservation <u>R</u>eview and <u>E</u>valuation." SourceFile shall provide a copy of the SCORE test report to the parties to this Agreement.

7.2. Beneficiary shall be entitled to require that SourceFile carry out a full technical verification of the Source Material. Any reasonable charges and expenses incurred by SourceFile in carrying out a full verification will be paid by the Beneficiary.

7.3. Subject to the provisions of Paragraphs 7.1 and 7.2, SourceFile shall bear no obligation or responsibility to any person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, effectiveness or any other aspect of the Source Material.

8. **LICENSE.**

The Depositor hereby grants a license to SourceFile to make as many copies of the Source Material as may be necessary to comply with its obligations under this Agreement.

9. **INTELLECTUAL PROPERTY RIGHTS.**

The release of the Source Material to the Beneficiary will not act as an assignment of any Intellectual Property Rights that the Depositor possesses in the Source Code.

10. **RESTRICTION ON ACCESS TO SOURCE MATERIAL; COPIES.**

Except as otherwise required to carry out its duties hereunder, SourceFile shall not permit any SourceFile employee, Beneficiary or any other person access to the Source Material except as otherwise provided herein, unless consented to in writing by Depositor.

11. LIMITATION OF LIABILITY OF SOURCEFILE.

SourceFile may act in reliance on any electronic mail or written notice, instruction or request furnished to SourceFile hereunder signed or presented by a person apparently authorized to act on behalf of Depositor or Beneficiary, and all employees of Depositor and Beneficiary are conclusively deemed to have such authority. No action or claim against SourceFile arising under this Agreement may be instituted more than one (1) year after the event giving rise to such action or claim. SourceFile shall not be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if SourceFile has been apprised of the possibility of such damages.

12. INDEMNIFICATION OF SOURCEFILE.

Depositor and Beneficiary shall jointly and severally indemnify, defend and hold harmless SourceFile and its agents and employees (collectively "SourceFile") from any and all claims, demands, liability, costs and expenses, including attorney's fees, incurred by SourceFile directly or indirectly arising from or relating to the Source Material and/or SourceFile's performance of its duties under this Agreement; provided, however that this indemnity shall not extend to SourceFile's actual fraud, willful or reckless misconduct.

13. NOTICES.

Except as otherwise provided herein for notice of Updates posted to a page at SourceFile's web site pursuant to Paragraph 3.2, all notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

13.1.   Personal Delivery. When personally delivered to the recipient. Notice is effective on delivery.

13.2.   Electronic Mail. When sent via electronic mail. Notice is effective on receipt.

13.3.   First-Class Mail. When mailed first-class to the last address of the recipient known to the party giving notice. Notice is effective three (3) mail days after deposit in a United States Postal Service office or mailbox.

13.4.   Certified Mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

13.5.   Overnight Delivery. When delivered by private overnight delivery service such as Federal Express, Airborne, United Parcel Service, or DHL Worldwide Express, charges pre-paid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

13.6.   Facsimile Transmission. When sent by facsimile to the last facsimile number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

TO   DEPOSITOR: _____

      Street: _____

      City, State, Zip: _____

      Phone: _____

      Facsimile: _____

      E-Mail: _____

      Purchase Order # (if applicable): _____

TO SOURCEFILE:

      2201 Broadway, Suite 703
      Oakland, California 94612
      Attn: Escrow Administration
      Phone: 510.419.3888
      Facsimile: 510.419.3875
      E-Mail: escrow@sourcefile.com

    TO BENEFICIARY: As set forth in Exhibit "B".

13.8.   Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

13.9.   Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **ARBITRATION OF DISPUTES. [OPTIONAL]**

Any controversy or claim relating to this Agreement (whether contract, tort, or both), or the breach of this Agreement shall be settled by arbitration administered by the American Arbitration Association under its commercial arbitration rules at its San Francisco, California office, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties acknowledge and agree that they are waiving their right to a jury trial and to an appeal.

15. **MISCELLANEOUS PROVISIONS.**

15.1.   Entire Agreement; Acknowledgement. This Agreement and all agreements, exhibits, and schedules referred to in this Agreement constitute the final statement of the terms of the Agreement between the parties and supersede all prior and contemporaneous understandings or agreements of the parties.

15.2.   Modification of Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

15.3.   Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

15.4. <u>Waiver</u>. No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party.

15.5. <u>Headings</u>. The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

15.6. <u>Promotion</u>. The parties approve (initial ☏) _____ or do not approve (initial ☏) _____ that from time to time during the term of this Agreement, SourceFile shall be entitled to include Depositor and/or Beneficiary, as the case may be, in lists of its customers that SourceFile uses in its promotional material.

15.7. <u>Attorneys' Fees</u>. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

15.8. <u>California Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15.9. <u>Severability</u>. If a court of competent jurisdiction holds any provision of this Agreement to be illegible, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

The Global Name Registry

_____

By: _____
Name: _____
Title: _____
Date: _____

SourceFile
SourceFile LLC, A California limited liability company

By: _____
Name: _____
Title: _____
Date: _____

SOURCEFLEX
EXHIBIT "A"
Description of the Software and Deposit Form
SourceFile Account Number: _____

This form must accompany each deposit made to SourceFile. This form can be downloaded and/or completed on line. Go to www.sourcefile.com/client/exhibitA.html.

Software Depositor Details:
Technical Contact: _____ **Company Name:** _____
Telephone No: _____ **Email Address:** _____
Address: _____

Media Type (e.g. Disk, Tape, etc.) Check all that apply.	Name of Software Package	Version/Release
____ Floppy disk ____ CD ROM ____ 8 mm DAT tape ____ Optical platter ____ M-O disk ____ Other		

Documentation Supplied:

Hardcopy	Softcopy (please give location on media) e.g. \docs\build

What Hardware was used to create the media deposit? _____
What Operating System was used? _____
What Backup Command/Software was used? _____
What Software Compression has been used? _____
What Encryption/Password Protection has been used? _____
In what language is the source code written? _____
   Approx. size of the data on the media _____ megabytes.
The following information MUST be provided to enable the acceptance of the deposit:
Is the enclosed source code a complete replacement of any of the previous deposits?   ☐ **YES**   ☐ **NO**
If YES, would you like the old code to be returned or destroyed?   ☐ **RETURN** ☐**DESTROY**
If code is to be returned/destroyed, please specify which deposits this applies to by reference to the month and year
of shipment to SourceFile (Check 'ALL' if all previous deposits)   ☐ **ALL**   ☐ **SPECIFIC DEPOSIT(S):**
_____
_____

For any questions regarding deposit of source code please call 510-419-3888 or e-mail escrow@sourcefile.com. A soft copy of this form is available by e-mailing escrow@sourcefile.com

SOURCEFLEX
EXHIBIT "B"
BENEFICIARY ACKNOWLEDGMENT FORM
SourceFile Account Number: 7826
This form can be downloaded and/or completed on line. Go to http://www.sourcefile.com/client/exhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between SourceFile LLC, a California limited liability company, as Escrow Agent and Marsh USA Inc. as Depositor, on this _____ day of _____, 20___ (the "Agreement").

Beneficiary Information:	Company: _____
This contact person	**Signed**: _____ Date:_____
will receive deposit	Name: _____
Update notifications	Title: _____
unless an alternate	Email Address: _____
is designated on the	Street Address: _____
reverse side of this form.	City: _____ State:_____ Zip:_____
	Phone: _____ Fax:_____

- Check here if there is an alternate

- Per Paragraph 15.5 of the Agreement, SourceFile may use our company name on its customer lists

_____

Depositor Information: Company:_____

Contact: _____

Street Address:_____

Email Address: _____

City:_____ State:_____ Zip_____

Phone:_____ Fax:_____

When several Software Products are on Deposit with SourceFile under the terms of this Agreement, please:

1) List *only* those Software Package(s) to which this Beneficiary is entitled in the space below:
_____
_____

OR

2) Check "All" ⊛   ALL

Party responsible for annual Beneficiary enrollment fee (see Exhibit "C" Fee Schedule).	Beneficiary (Amount) _____	Depositor (Amount) _____

SourceFile should send invoices regarding this Beneficiary to the following individual:

Name: _____	Company:_____
Street Address:_____	City:_____ State:___
Zip:_____ Phone:_____	Fax:_____
Email: _____	Purchase Order #: _____

Please return this form, completed and signed to: **SourceFile, LLC, Attn: Client Services, 2201 Broadway, Suite 703, Oakland, CA 94612** or fax to: 510/419-3875.

SOURCEFLEX
EXHIBIT "C"
SCHEDULE OF FEES
SourceFile Account Number: _____

Escrow Account Initialization Fee (one -time payment) $1000

Annual Escrow Administration Fees:

    Per Source Material Deposit: *Please select one option from below*

- **SourceUpdate™ Electronic Delivery Option** - Per Deposit of Source Material. Unlimited Updates will be accepted at no additional charge. $1200

- **Standard Delivery Option -** Per Deposit of Source Material via <u>surface mail or courier</u> (includes 2 Updates per year) * $1200
        Each additional Version Update, via <u>surface mail or courier</u> $150
        *One time payment for unlimited Updates for duration of Agreement $ 800

Annual Beneficiary Fees

- Per Beneficiary per year $ 400

Technical Verification Fees

- SCORE Verification   Included in Annual Escrow Administration Fees
- Full Verification   call for quote

Escrow Release Fees

- All release requests $750

APPENDIX.D2.3.2

SourceFile Business Overview

Superior Escrow Agreements and Customer Service

Our escrow agreements meet the most basic needs between a single licensee and software developer and the more complex requirements for developers licensing mission-critical applications worldwide. (Download a sample agreement by visiting our web site at www.sourcefile.com/contracts/index.html). We have the most comprehensive escrow administration process in the industry, backed by 800# customer service. We keep our clients updated on the status of their deposits and accounts through our immediate online deposit notification process and provide semi-annual written confirmation of the account status.

Maximum Security

SourceFile stores source code deposits in secure vaulting facilities designed to hold electronic media. Customers have a choice of vaults located in any of 12 countries.

Create Trust between Vendors and Licensees

Escrow adds value to mission-critical software because it offers extra security to the user and shows that the vendor is a responsible and caring supplier. Escrow gives licensees confidence that the technology will be supported.

Protect Investment in Technology

An escrow program helps licensees achieve a higher return on their software investment by providing reasonable assurance that they will be able to use the technology without interruption. SourceFile's escrow program assures the developer that its ownership rights to the source code are protected. Unless otherwise stated in the contract, we will not release code to a licensee without the written consent of the developer.

Use the Asset Value of Technology to Finance Business Growth

Software developers can take advantage of the asset value of their intellectual property by depositing the source code in a properly structured escrow account. Pledged as collateral the developer can use the technology to obtain financing and attract outside investors. Lenders and investors want assurance that title to the asset can be transferred in the event of a default and that the source code itself is technically verified for full functionality. SourceFile's escrow service achieves both of these vital goals.

Protect and Preserve Copyrights and Patents.

The trail of source material deposits and related records into a properly structured escrow account strengthens an owner's claim against patent or copyright infringers and defends against allegations of infringement.

Source Code Escrow provides intellectual property protection for software developers and business continuity assurance for licensees by placing a copy of the source code into an escrow account. Under certain circumstances or "triggering events" that are defined in the escrow agreement, the licensee can, with the consent of the developer, obtain access to the source code in order to maintain a mission critical application while, at the same time, ensuring that the developer's intellectual property will be kept confidential.