



Two Party Multi Beneficiary Escrow Agreement
Agreement Number EL001641-B

This Escrow Agreement ("Agreement") is made on

by and among:

PARTIES

1. Escrow London LTD (registered number: 09997952) located at Level 5, 100 High Street, London, N14 6BN, United Kingdom ("Escrow London")
2. ZANDENT LTD (Company number 07742414), located at The Business Design Centre, 52 Upper Street, Islington, London, N1 0QH, UK., incorporated in England and Wales. VAT Registration Number 128 8710 95. ('the Lessor')

RECITALS

- (A) The Lessor has granted a licence to the Licensee to use in executable code form only certain computer software programs and has agreed to provide technical support in respect of the same upon the terms and conditions of a licence (and a technical support agreement).
- (B) The software programs and associated documentation contains or is confidential information and is the intellectual property of the Lessor and/or a third party.
- (C) Such confidential information and documentation may in certain circumstances be required by the Licensee in order for the Licensee to enjoy and exercise the rights granted pursuant to the Licence.
- (D) The Lessor has agreed to deposit the source code version of the computer software programs referred to in (A) above with Escrow London and has authorised Escrow London to release the same to the Licensee in the circumstances and subject to the terms and conditions of this agreement.
- (E) Escrow London has agreed to carry out Integrity Testing on all Licensed Programs and the Licensee and/or Lessor may request Escrow London to carry out further levels of testing and certification as may be required at the appropriate cost.

OPERATIVE PROVISIONS

1 Definitions

- 1.1 In this agreement unless the context otherwise requires:

'Agreement' means this agreement;

'Certification Testing' means the tests processes and examinations comprising the certification testing service provided by Escrow London and/or such other testing and verification processes agreed between the parties for the testing and verification of Licensed Programs and Source Code;

'Confidential Information' means the material and all technical and/or commercial information not in the public domain together with any information designated in writing by the party disclosing it to be confidential and all other information which a party would reasonably regard as confidential information;

'Default' means any breach of the obligations of Escrow London or any default act omission negligence or statement of Escrow London, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this agreement in respect of which Escrow London is liable to the Lessor or the Licensee;

'Electronic Upload' means an upload of data through the internet to a server managed by Escrow London;

'Independent Expert' means an independent barrister or solicitor of suitable qualification and experience;

'Integrity Testing' means a basic form of testing on the Material to confirm that:

- (1) the same contains Source code, is readable, free from virus and that encryption and/or passwords may be accessed;
- (2) that the Source Code file size corresponds with that represented by the Lessor.

'Intellectual Property Rights' means:

- (a) Patents, trade marks, copyright rights in designs, inventions, database rights, confidential information, moral rights, trade or business names, technical information, know how, domain names;

- (b) applications for any of the rights in (a) above together with the right to apply for registration of such rights;
- (c) all other proprietary rights and knowledge and/or information of whatever nature and howsoever arising;

'Licence Agreement' means the licence agreement made between the Licensor and Licensee under which the Licensee is authorised to use the Licensed Programs;

'Licensed Programs' means the software programs identified in the Licence Agreement (and Technical Support Agreement) together with any subsequent versions and/or updates and modifications similarly authorized as described in the First Schedule;

'Licensee' means any person company or firm or entity:

- (a) to whom the Licensor has granted a Licence to use the Material; and
- (b) who has paid the Licensor the requisite annual escrow charge detailed on the licensors website; and
- (c) who has been authorised by the Licensor to be registered by Escrow London under this Agreement; and
- (d) who has been registered by the Licensor to this Agreement by completing the Licensee Registration Form located at <https://www.escrowlondon.com/beneficiary-registration-form/> and issued with a Licensor Confirmation Letter by Escrow London;

'Material' means the Source Code of the Licensed Programs for each registered Licensee and such other documents and material including updates, new versions and upgrades as are necessary to comply with Clause 2;

'Register' means the Register kept by Escrow London referred to in clause 3.6;

'Source Code' means the source code version of the Licensed Programs including any modification enhancement revision or update thereto that may be made from time to time by Escrow London;

'Technical Support Agreement' means the technical support agreement made between the Licensor and Licensee pursuant to which the Licensee receives technical support of the Licensed Programs and any subsequent such agreement;

'Third Party Material' means source code and other material which is not the intellectual property or confidential information in the ownership of the Licensor or the Licensee;

2 **Deposit of source code**

- 2.1 Promptly following the date hereof, and in any event within thirty days following the date hereof, Depositor shall submit to Escrow London a complete copy of the Material by Electronic Upload.
- 2.2 Within 30 days of the date of any major modification enhancement revision or update to the Licensed Programs the Licensor will submit to Escrow London a copy of the whole (or the relevant part) of the Material incorporating such modification enhancement revision or update (as the case may be).
- 2.3 Within 14 days of written notice to do so from Escrow London the Licensor shall submit a replacement copy of the Material to Escrow London in the event that the whole or any part of the copy Material held by Escrow London has been lost, damaged or destroyed.
- 2.4 With each copy of the Material the Licensor shall deliver:
 - 2.4.1 the full current (and previous) name and description of the Licensed Programs and Material together with all version details, operating system details and hardware backup software;
 - 2.4.2 the full password and encryption details necessary to obtain access to the Material;
 - 2.4.3 documentation which sets out the methods and procedures for constructing, compiling and installing the Licensed Programs; and
 - 2.4.4 any relevant software design information including module names and functionality;

3 **Custody of material and Register**

- 3.1 Forthwith upon receipt of the Material (whether pursuant to clauses 2.1, 2.2, 2.3 or 2.4 above or clause 10.2 below) Escrow London shall:
 - 3.1.1 place the same in storage in a safe and secure cloud environment in accordance with its standard procedures; and
 - 3.1.2 send written confirmation of receipt and storage respectively to the Licensor and Licensee.
- 3.2 Escrow London shall give notice to the Licensor and Licensee upon becoming aware that any copy of the Material held by Escrow London has been lost, damaged or destroyed.

- 3.3 Escrow London shall not be responsible to ensure that the Licensor shall further deposit a copy of the Material in the event of loss, damage or destruction of the same and may notify the Licensee of the failure of the Licensor to deposit such Material.
- 3.4 Escrow London shall be permitted to appoint agents, contractors or subcontractors to carry out any Certification Testing the Licensed Programs and/or Source Code provided that Escrow London shall procure that such agents, contractors and subcontractors are bound by the same confidentiality obligations as are given by Escrow London in clause 6.1.2.
- 3.5 Escrow London shall be entitled to make such copies of the Material as are required for the purposes of performing its obligations under this Agreement.
- 3.6 Escrow London shall establish (and as necessary update) a Register of all Licensees who have been registered by the Licensor to this Agreement.
- 3.7 The Register shall contain the name, address, telephone number and designated representative of each Licensee.
- 3.8 The Licensor shall notify Escrow London promptly in writing of any change in the details at 3.7.
- 3.9 Escrow London shall provide to the Licensor a copy of the Register for its retention and use and shall register additions, deletions or updates of the same by each addition, deletion or update notified by the Licensor.
- 3.10 Each Licensee shall become a party to this Agreement upon receipt by the Licensee of Confirmation of the registration by Escrow London of the Licensee's details upon the Register.
- 3.11 The Licensor may deregister a Licensee from the Register at any time and for any reason and terminate the Licensee's rights to this Agreement by providing 30 days advance notice in writing to the Licensee and Escrow London.
- 3.12 Upon receipt of such notice of a deregistration of a Licensee from the Register, Escrow London will promptly provide notice to the Licensee of the intention of the Licensor to remove the Licensee from the Register and to terminate their rights under this Agreement.

4 Release of Material

- 4.1 A 'Relevant Event' shall have occurred for the purpose of this clause if:
 - 4.1.1 where the Licensor is a company:
 - 4.1.1.1 it is unable or admits its inability to pay its debts when they become due (within the circumstances specified in Section 123 of the Insolvency Act 1986);
 - 4.1.1.2 it summons a meeting of its creditors or a proposal is made for a voluntary arrangement under Part I of the Insolvency Act 1986 or it enters into a scheme of arrangement with its creditors in satisfaction or composition of its debts;
 - 4.1.1.3 notice of appointment of an administrator is filed at court;
 - 4.1.1.4 an administration order is made against the Licensor;
 - 4.1.1.5 a receiver or manager (including an administrative receiver) is appointed whether under Part III of the Act or under the Law of Property Act 1925 or otherwise;
 - 4.1.1.6 a resolution or determination to wind-up is passed or made or a provisional liquidator is appointed or a winding-up order is made under Part IV of the Insolvency Act 1986 (save that in the case of a voluntary winding-up solely for the purpose of solvent amalgamation or solvent reconstruction);
 - 4.1.1.7 a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985;
 - 4.1.1.8 it is the subject of a successful notice issued to strike-off the Register at Companies House; or
 - 4.1.1.9 it is dissolved.
 - 4.1.2 Where the Licensor is an individual that:
 - 4.1.2.1 an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Insolvency Act 1986;
 - 4.1.2.2 the Licensor is declared bankrupt;
 - 4.1.2.3 the Licensor enters into a deed of arrangement or composition with his creditors;
 - 4.1.2.4 a receiver is appointed under the Mental Health Act 1983 or the individual becomes incapable of managing his affairs; or
 - 4.1.2.5 the individual dies.
 - 4.1.3 Where the Licensor is a partnership that:
 - 4.1.3.1 it enters into a voluntary arrangement under Part II of the Insolvent Partnerships Order 1994;
 - 4.1.3.2 notice of appointment of an administrator is filed at court;

- 4.1.3.3 the Licensor is dissolved or wound up; or
- 4.1.3.4 any of the partners is declared bankrupt or enters into a compromise or voluntary arrangement with creditors of any third party Licensed Programs or software which is necessary to access, build, compile, install or use the Material.
- 4.1.4 Any event of a similar nature to those set out at clauses 4.1.1 to 4.1.3 occurs in respect of the Licensee in any jurisdiction other than England and Wales.
- 4.1.5 The Licensor ceases to carry on business or any part of its business which relates to the Licensed Programs.
- 4.1.6 the Licensor shall be in material breach of its obligation to deposit revised copies of the Material pursuant to either clause 2.2 above or clause 10.3 below or a replacement copy of the Material pursuant to clause 2.3 above.
- 4.1.7 the Licensor shall be in material breach of its obligation to provide technical support and has failed to remedy such breach pursuant to the terms of the License Agreement.

4.2 In order to obtain the release of the Material the Licensee shall forthwith upon becoming aware of a Relevant Event prepare and submit to Escrow London a statutory declaration which shall:

- 4.2.1 be sworn by a duly authorised officer of the Licensee;
- 4.2.2 set out the facts and circumstances of the Relevant Event; and
- 4.2.3 have attached thereto all relevant supporting documentation in the Licensee's possession.

4.3 Upon receipt of a Statutory Declaration under clause 4.2 above Escrow London shall submit a copy of the Licensee's statutory declaration to the Licensor forthwith upon receiving the same. If the Licensor does not either:

- 4.3.1 remedy the breach giving rise to the Relevant Event; or
- 4.3.2 by written notice (setting out all relevant facts and circumstances and having attached thereto all relevant documentation in the Licensor's possession) deny its occurrence.

4.4 Unless within 28 days of dispatch of the Licensee's copy statutory declaration to the Licensee, Escrow London receives a counter notice from the Licensor then Escrow London is hereby authorised upon the expiry of said 28 days (and subject to the said statutory declaration complying with the provisions of clause 4.2 above and on receipt of a signed confidentiality undertaking in the form set out in the Third Schedule) to release the Material to the Licensee.

4.5 If the Licensor denies the occurrence of a Relevant Event by written notice pursuant to clause 4.3.2 above:

- 4.5.1 Escrow London shall not release the Material;
- 4.5.2 Escrow London shall forthwith submit a copy of the Licensor's written notice to the Licensee;
- 4.5.3 each of the Licensor and the Licensee hereby agrees to use its best endeavours to reach agreement upon whether or not a Relevant Event has taken place within 30 days of the date of receipt by the Licensee of the Licensor's notice referred to in clause 4.3.2 above in default of which the matter shall be settled in accordance with the disputes procedure set out in clause 19 below; and
- 4.5.4 if it is agreed by the parties pursuant to clause 4.5.3 above or decided pursuant to the disputes procedure in clause 19 below that a Relevant Event has occurred within the terms of clause 4.1 above then the Licensor shall have 28 days from the date of said agreement or decision (as the case may be) to remedy the breach giving rise to the Relevant Event failing which Escrow London is hereby authorised to release the Material to the Licensee upon receipt of a statutory declaration (in the form specified in clause 4.2 above) from the Licensee that the said breach remains unremedied.

5 **Property and confidential information in the Material**

5.1 Notwithstanding the deposit and release of the Material in accordance with the terms of this agreement all confidential information and intellectual property rights therein shall remain vested in the Licensor.

6 **Licensee's covenants**

6.1 Upon receipt of the Material the Licensee shall:

- 6.1.1 use the Material solely for the purposes of maintaining modifying and correcting the Licensed Programs exclusively for and on behalf of the Licensee;
- 6.1.2 keep confidential the Material and limit access to the Material to those of its employees agents contractors or sub-contractors who either have a need to know or who are directly engaged in the maintaining modifying and correcting the Licensed Programs exclusively for and on behalf of the Licensee
- 6.1.3 not assign transfer sell lease rent charge or otherwise deal in or encumber the Material nor use the same on behalf of or for the benefit of any other party;

- 6.1.4 not alter or remove any proprietary notices affixed to or contained in the Material and will ensure the inclusion of such proprietary notices on any back-up copies of the Material held by or under the control of the Licensee; and
- 6.1.5 without prejudice to the generality of the foregoing shall take all such other steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the Licensor in the Material and to ensure the compliance with the provisions of this clause 6 by its employees agents contractors and sub-contractors.

6.2 Upon the proper termination or expiration of the Licence Agreement the Licensee shall at the option of the Licensor (or any person to whom the title to the software programs the subject of the Licence Agreement has been assigned or transferred) either return all copies of the Material in its care or under its control or certify in writing that the same have been destroyed.

6.3 In the event the Material is released under clause 4, it shall be the responsibility of the Licensee to obtain the necessary licenses to utilise the Third Party material deposited by the Licensor pursuant to clause 2.

7 **Covenants by Escrow London**

7.1 Escrow London hereby covenants and undertakes to the Licensor:

- 7.1.1 to notify the Licensor within 14 days in the event that the whole or any part of the Material is lost, damaged or destroyed
- 7.1.2 not to assign transfer sell lease rent charge or otherwise deal in or encumber the Material;
- 7.1.3 not to use the Material for its own purposes or on behalf of any other party nor to disclose test or release the same except in accordance with the provisions of this agreement; and
- 7.1.4 without prejudice to the generality of the foregoing to take all such reasonable steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of the Licensor in the Material and to ensure the compliance with the provisions of this clause 7 by its employees agents and sub-contractors.

8 **Charges and Payment**

- 8.1 The Licensor shall pay the fees of Escrow London as set out in the Second Schedule hereto.
- 8.2 Escrow London shall be entitled to review, vary and increase its charges not more than once in every successive period of twelve months during the currency of this agreement upon giving not less than 60 days notice to the licensor.
- 8.3 Escrow London reserves the right to charge the Licensor interest in respect of the late payment of any sum due under this Agreement (as well after as before judgment) at the rate of 4 per cent per annum above the base rate from time to time of National Westminster Bank plc from the due date therefore until payment.
- 8.4 All forms of testing other than Integrity Testing shall be carried out by Escrow London at the cost of the party requesting the same at the prevailing rate of Escrow London from time to time.
- 8.5 Escrow London shall be entitled to inform the Licensee of late payment by the Licensor in respect of this agreement.
- 8.6 Escrow London shall deregister from this Agreement any Licensee that fails to pay the Licensor the annual escrow charge detailed on the website of the Licensor, time to be of the essence, on notification from the Licensor that the annual escrow charge has not been paid.

9 **Licensor's warranty**

9.1 The Licensor represents and warrants to the Licensee and Escrow London that:

- 9.1.1 the Licensor is the owner of the Intellectual Property Rights in the Material other than Third Party Material;
- 9.1.2 the Licensor holds a valid Licence to use any Third Party Material comprised in the Licensed Programs and has the express authority of the Owner of the Third Party Material to deposit the same with Escrow London under the terms of this Agreement;
- 9.1.3 no provisions of this Agreement or its performance places the Licensor in breach of any agreement with any third party; and
- 9.1.4 the Material shall contain all information in human readable form necessary to enable a skilled programmer or analyst to maintain and/ or enhance the Licensed Programs without the help of any other person or reference to any other material and that without prejudice to the generality of the foregoing the Source Code shall contain all listings of code programmer's comments logic manuals and flow charts.

10 Testing of the Source Code

- 10.1 Escrow London shall not be liable to any party or third party to determine the functionality, suitability, operation, effectiveness, accuracy or completeness of the Material.
- 10.2 Following receipt of the Material pursuant to clause 2 Escrow London shall apply Integrity Testing to the same and provide a written report to the Licensor and the Licensee of such testing.
- 10.3 If in the reasonable judgment of Escrow London the Material does not pass the Integrity Test then upon receipt of notice thereof from Escrow London the Licensor shall be obliged to deposit with Escrow London within 14 days of receipt of said notice such revisions to the Material as shall be necessary to ensure its compliance with this Agreement.
- 10.4 Both the Licensor and the Licensee may at any time request Escrow London to carry out further testing to the Material at the expense of the person requesting the same at the then prevailing charging rate of Escrow London.
- 10.5 Escrow London shall be entitled to levy its charges on a time and materials basis at its then prevailing rates. Such charges shall be payable (together with value added tax thereon) by the Licensor or Licensee (as the case may be) within thirty days of receipt of an invoice therefore.

11 Liability of Escrow London

- 11.1 Save in the specific circumstances of clause 10 above Escrow London shall not be under any obligation to examine enquire into or inspect the accuracy completeness or currency of the Material from time to time deposited with it by the Licensor.
- 11.2 Subject to ensuring compliance with the provisions of clauses 4.2.1, 4.2.2 and 4.2.3 above Escrow London shall not be under any obligation to examine enquire into or check the accuracy completeness or authenticity of any statutory declaration submitted by the Licensee pursuant to clause 4.2 above.
- 11.3 Nothing in this Agreement excludes or limits the liability of either party for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence.
- 11.4 In no event will Escrow London be liable for any indirect, special, exemplary, punitive or consequential damages. Escrow London shall not be liable for any loss or damage (direct or indirect) caused to the other parties except to the extent that such loss or damage is caused by the Willful Misconduct or Gross Negligence ("Willful Misconduct" being a wrongful act or omission which the wrongdoer either knows to be wrongful or is recklessly indifferent to the question of whether it is wrongful or not, and "Gross Negligence" being an act or omission undertaken with a serious disregard or indifference to an obvious risk, regardless of whether such risk was appreciated by the actor) by Escrow London or its employees agents or subcontractors in performing its obligations under this Agreement and in such event Escrow London's maximum aggregate liability arising out of or in connection with this Agreement as a result of such Willful Misconduct or Gross Negligence, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused shall be limited to £2,000.000 (two million pounds).
- 11.5 Time shall not be of the essence in the performance of the obligations of Escrow London in this agreement.
- 11.6 Escrow London shall take all reasonable steps to verify the validity, authenticity, velocity or proper execution of any document, declaration, notice or receipt received under this Agreement and shall not be liable for acting in accordance with the terms of this Agreement.
- 11.7 In the event Escrow London is unable to fulfill its obligations under this Agreement for whatever reason, Escrow London will provide notification to the Licensor within 5 days of the events that caused the failure.

12 Termination

- 12.1 This agreement shall continue in full force and effect until terminated:
 - 12.1.1 by Escrow London upon giving not less than 30 days notice to each of the Licensor and Licensee's contained in the Register;
 - 12.1.2 by Licensee terminating their rights to this Agreement upon giving not less than 30 days notice to Escrow London and Licensor;
 - 12.1.3 Upon receipt of such notice, Escrow London will remove that Licensee from the Register.
 - 12.1.4 by the Licensor (upon giving not less than 30 days notice to Escrow London and Licensee) in the event that the Licensor sells the Intellectual Property in the Licensed Programs to another party (the Buyer) and the Buyer offers the Licensee support and maintenance for the Product which is to all reasonable extents the same as that provided by the Licensor and the Buyer provides an escrow agreement which is to all reasonable extents the same

as this Agreement and the Licensor transfers to the Buyer sufficient payment to ensure that the new escrow agreement is paid for up until the next Annual Fee as detailed in section 8 of this Agreement;

12.1.5 by the Licensor (upon giving not less than 30 days notice to Escrow London and Licensee) in the event that Escrow London varies its charges. Such termination notice must be provided within 30 days of the notice of variation as provided under clause 8.2;

12.2 Forthwith upon receipt of notice of termination pursuant to clause 12.1.1 above the Licensor and Licensee agree to use their respective best endeavours to appoint a mutually acceptable replacement escrow vendor of the Material on terms and conditions as near as possible identical to those set out in this agreement.

12.3 In the event of the termination of this Agreement pursuant to this clause 12 Escrow London shall make the Material available for download by the Licensor for a period of 60 days. Following that 60 days period, Escrow London shall be entitled to permanently delete the Material.

12.4 The provisions of clauses 1, 5, 6, 11, 12.5, 13, 16, 19 and 20 shall remain in full force and effect after termination of this agreement.

12.5 The provisions of clause 8 shall remain in full force and effect only for outstanding payments after termination of this agreement.

12.6 The termination of this agreement, howsoever arising shall be without prejudice to the rights of the parties prior to such termination and in any event the Licensor and the Licensee shall remain liable for the charges of Escrow London which are due but unpaid at the date of termination.

13 Waiver

13.1 The rights of either party arising out of any provision of the Agreement or any breach thereof shall not be waived except in writing. Any waiver by either party of any of its rights under the Agreement or of any breach of the Agreement shall not be construed as a waiver of any other rights or of any other or further breach.

14 Notices

14.1 All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (i) delivered personally, or (ii) seven (7) days after having been mailed to the parties entitled thereto, by registered or certified mail, postage prepaid to the addresses set forth on page 1 or to such other address as any party may designate from time to time by notice, or (iii) receipt is confirmed by return of email from the receiving party, after having been sent by email to the email addresses set forth below or to such other email address as any party may designate from time to time by notice, provided, however, that notice of change of address or email address shall be effective only upon actual receipt.

15 Entire agreement

15.1 This Agreement supersedes all prior arrangements undertakings and agreements (whether oral or written) between the parties hereto in respect of the subject matter hereof and may only be varied by a document signed for and on behalf of all parties.

16 General

16.1 Each party shall notify all other parties within 14 days of the following events:

16.1.1 a change of its name, contact address or registered office; or

16.1.2 any change in circumstances which may reasonably be viewed to affect the efficiency, validity or operation of this agreement.

16.2 In the event that the Licensor assigns or transfers the whole of any part of its Intellectual Property Rights in the Material the Licensor shall within 14 days of such event give notice to the other parties providing the full name and address (including registered office) of the assignee or transferee and shall notify the assignee or transferee of the provisions of clause 4.1.6.

17 Force Majeure

17.1 Neither party shall be liable for any failure or delay in the performance of any of its obligations under the Agreement or for any consequence thereof if such failure or delay is due to reasons beyond its reasonable control including but not limited to fire, flood, war, nuclear accident or explosion, civil commotion, interruption of power supplies (Force Majeure).

17.2 If Force Majeure occurs the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that:

17.2.1 it promptly notifies the other party ("Unaffected Party") of the occurrence of the Force Majeure;

17.2.2 it discusses with the Unaffected Party possible action to be taken to overcome the effect of the Force Majeure; and

17.2.3 it uses all reasonable endeavours to overcome the Force Majeure.

17.3 If the Force Majeure persists for a period of three months or more the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without further liability.

17.4 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

18 **Indemnity**

18.1 Save for any claim falling within the provisions of clauses 11.3 or 11.4 the Licensor and the Licensee hereby indemnify Escrow London in respect of all costs, fees and expenses incurred directly or indirectly as a result of any claim, litigation, proceedings or dispute resolution of any nature between the Licensor and the Licensee.

18.2 The Licensor hereby indemnifies Escrow London, its offices, agents, employees and sub-contractors against all costs, claims demands, liability and expenses of whatever nature incurred or sustained by Escrow London as a result of, consequential upon, arising out of, or in connection with any claim by any third party for alleged infringement of the Intellectual Property Rights by or on behalf of Escrow London in respect of the Material provided that:

18.2.1 Escrow London will give written notice of the Claim to the Licensor specifying the nature of the Claim in reasonable detail;

18.2.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor;

18.2.2.1 give the Licensor and its professional advisers access at reasonable times to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Escrow London, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and

18.2.2.2 take such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim PROVIDED THAT Escrow London may require the Licensor to pay such sum on account as Escrow London considers necessary (acting reasonably) to cover the cost of taking any action pursuant to this paragraph 18 before Escrow London is required to take any such action and shall refund to the Licensor any monies paid on account and remaining unused within 14 days of any such claim being finally adjudicated or settled.

19 **Disputes**

19.1 Disputes, as specified in 4.5.3 and 4.5.4, shall be referred to such Independent Expert as the parties shall jointly nominate.

19.2 If the parties hereto shall fail to nominate a Third Party within 14 days of the date of occurrence of the Dispute then the Third Party shall be nominated at the request of any of the parties hereto by the President for the time being of the Law Society.

19.3 The Independent Expert (whether appointed under clause 19.1 or 19.2 above) shall act as an expert and not as an arbitrator.

19.4 The Licensor and the Licensee shall submit full written submissions to the Independent Expert within 10 working days of his appointment together with full documents evidence in support of their claim.

19.5 The Independent Expert shall be requested to give a decision on the matter in writing as soon as practicable and in any event within 21 days of the date of referral and such decision shall be final and binding on the parties.

19.6 The costs and expenses of the Independent Expert shall be paid by the party against whom the decision is given.

20 **VAT**

20.1 All amounts stated in this agreement are expressed exclusive of Value Added Tax.

21 **Law**

21.1 This Agreement shall be governed by and construed in accordance with English Law.

Signed for and on behalf of

ESCROW LONDON LTD

Evan Lever

Name

Authorised Signatory

.....
Date

Signed for and on behalf of (Licensor/Owner)

Jos Vernon

Name

Authorised Signatory

.....
Date

First Schedule

The Licensed Programs

The software programs known as ABCpdf or other names given to it by the Licensor from time to time.

Second Schedule

Details of the Charges of Escrow London

Indicate the party responsible for each component of the fees payable to Escrow London by marking the column with an "X". If the cost is split between the Beneficiary and Depositor indicate the relevant percentage in each box.

No	Component	Licensor	Licensee
1	Annual Fee (Yearly retainer invoiced in advance)	X	
2	Additional Deposits (Payable on additional deposits over and above the included quota)	X	
3	Verification Services		

Item	Fee
Setup Fee	No Charge
Annual Fee Covers: Yearly retainer fee to maintain the agreement including:	
<ul style="list-style-type: none">Secure FTP transfer with 256-bit level encryptionTwo deposits per beneficiary per year included at no chargeTwo File Integrity Tests per year included for each beneficiary at no chargeNo non-standard agreement feesNo release fees	
Multi Beneficiary Agreement This option is used for upward of two licensees registered under a single master agreement.	£515 per year per Licensee

Additional Fees (optional)

Item	Fee
File Integrity Test A File Integrity test is a check of the deposit to ensure that the data can be accessed and is free of viruses.	£149
Full Verification Full test of deposited source code to ensure that it can be re-built into a working application. One of our experienced developers oversees the build process remotely with the developer to ensure that all the files and documentation required to compile the system are included with the escrow deposit.	£9,995
Isolated Rebuild Verification This test is performed to simulate a release condition where a 3 rd party is rebuilding the code. This is a two-part process that includes a Full Verification and then a rebuild in a clean environment at the Escrow London lab.	£12,995

All pricing appearing above is exclusive of VAT

Third Schedule

Confidentiality Undertaking upon release of Material

This undertaking is given on release of the Material pursuant to a Software Escrow Agreement dated the day of 202[] and made between **ESCROW LONDON LTD** (Escrow London) of the first part (the Licensor) of the second part (the Licensee) of the third part and .

- 1 Definitions contained in the Software Escrow Agreement will apply to this undertaking.
- 2 In consideration of Escrow London delivering to the Licensee a copy of the Material the Licensee hereby undertakes with Escrow London and with the Licensor:
 - 2.1 to use the Material solely for the purposes of maintaining, and/ or enhancing the Licensed Programs;
 - 2.2 not to use the Material for any other purpose nor disclose it to any person save to such of its employees, agents, contractors or subcontractors who need access to the same in order to maintain, and/ or enhance the Licensed Programs on behalf of the Licensee;
 - 2.3 forthwith to destroy the Material should the Licensee cease to be entitled to use the Licensed Programs;
 - 2.4 not to alter or remove any proprietary notices affixed to or contained in the Material and to ensure the inclusion of such proprietary notices on any back-up copies of the Material held by or under the control of the Licensee;
 - 2.5 not to assign transfer sell lease rent charge or otherwise deal in or encumber the Material nor use the same on behalf of or for the benefit of any other party; and
 - 2.6 without prejudice to the generality of the foregoing to take all such other steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of the Licensor in the Material and to ensure the compliance with the provisions of this clause by its employees agents contractors and sub-contractors.
- 3 Escrow London will upon receipt of the release fee plus its reasonable expenses together with the documents specified in clause 4.1 or 4.2 as appropriate deliver a copy of the Material to the Licensee.