



Source Code Escrow Agreement



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SOURCE CODE ESCROW AGREEMENT

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

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

PREAMBLE:

- A. The Owner has granted or intends to grant a license to the Licensee to use certain computer software and related material (“Software Package”).
- B. Access to the Material (as defined hereunder) may be required by the Licensee.
- C. The Owner has agreed to deposit with the Escrow Agent a copy of the Material to enable the Licensee to obtain access to the Material in the circumstances specified in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

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

“Deposit Package” means the version of the Material delivered to and held by the Escrow Agent.