Escrow Agreement Software
No. SE-XXXXXX

between

1.
…………………………………….
…………………………………….
…………………………………….
…………………………………….
represented by …………………………

— hereinafter **Manufacturer** —

2.
……………………………………………
……………………………………………
……………………………………………
……………………………………………
represented by …………………………

— hereinafter **Licensee** —

and

3.
HanseEscrow Management GmbH
Bahnhofstrasse 32
22844 Norderstedt
Germany
represented by Dr. Michael Eggers

— hereinafter **HanseEscrow** —

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Escrow Agreement

1. Definitions

AGREEMENT shall mean this AGREEMENT on source code escrow services.

LICENSE AGREEMENT shall mean the agreement concluded between Manufacturer and Licensee regarding the use of the SOFTWARE.

SOFTWARE shall mean the computer programs used by Licensee in accordance with the LICENSE AGREEMENT and their documentation.

MATERIALS shall include:

a) a copy of the SOFTWARE including its documentation and product specifications in the version that Manufacturer has provided to Licensee,

b) a copy of the source code of the SOFTWARE in the version that Manufacturer has provided to Licensee,

c) the pertinent technical documentation, routines, data, and procedures that refer to the source code and are used to generate the SOFTWARE,

d) all amendments, updates, new versions and/or corrections to Sections 1 a) through 1 c) which affect SOFTWARE components that Manufacturer has provided or caused to be provided to Licensee under Manufacturer's release policy,

e) a final specification of the MATERIALS, which is an integral part of this AGREEMENT and attached to this AGREEMENT as Annex 5.

MAINTENANCE OBLIGATIONS shall mean the obligations to maintain, update and/or improve the SOFTWARE which Manufacturer has undertaken towards Licensee in the agreements mentioned in Section 2.

PURPOSES OF CONTINUITY is the use of the MATERIALS only for the purposes of understanding, maintenance, updating, modification, adaptation or correction of the SOFTWARE for the purpose of its continued use, in strict conformance with the copyright and confidentiality provisions of the contracts mentioned in Section 2, if relevant with the support of third parties.

Deliveries or shipments mentioned in this AGREEMENT, including in particular deliveries or shipments of declarations, notifications, SOFTWARE, MATERIALS, etc. from one party of this AGREEMENT to another or to a third party, shall be made by ordinary mail except as otherwise agreed. If any party wishes to receive a delivery or shipment by surer means, that party shall bear the cost of such delivery or shipment. Any party may voluntarily send a delivery or shipment by surer means at that party's own cost.

2. Prerequisites

a) Manufacturer and Licensee have concluded or will conclude a LICENSE AGREEMENT for the use of SOFTWARE on .... Said LICENSE AGREEMENT is attached to this AGREEMENT as Annex 1.

b) Manufacturer and Licensee have concluded or will conclude one or more agreements ………. (exact number) for the maintenance of the SOFTWARE named in said LICENSE AGREEMENT on .... Said maintenance agreement(s) is/are attached to this AGREEMENT as Annex 2.

c) The use and knowledge of the source code and development documentation is not necessary for the use of the SOFTWARE as stipulated in the LICENSE AGREEMENT. However, under the conditions named in Section 8, it is necessary for Licensee to be able to examine the source code and development documentation and to use it for PURPOSES OF CONTINUITY.

3. HanseEscrow's Services

a) HanseEscrow shall keep the MATERIALS in trust for the parties and shall exercise due care to ensure that no unauthorized party can obtain access to the MATERIALS. HanseEscrow's storage of the MATERIALS is described in detail in Annex 3, "Service Specifications".

b) If Manufacturer fails in his obligation to deliver the MATERIALS to HanseEscrow within the period specified in Section 4 a) and Annex 4, HanseEscrow shall be under no obligation to obtain such delivery. In such case, HanseEscrow shall notify Licensee in writing of the non-delivery.

c) Manufacturer and Licensee have selected the following escrow product(s) as the basis of this AGREEMENT:

[ ] Elementary Escrow
[ ] Basic Escrow
[ ] Standard Escrow
[ ] Secure Escrow
[ ] pursuant to special agreement

Different escrow products include different services to be performed by HanseEscrow. The scope of HanseEscrow's services is stipulated in the Service Specifications attached to this AGREEMENT as Annex 3. Annex 3 in its entirety is an integral part of this AGREEMENT.

d) HanseEscrow shall perform verification and documentation as stipulated in the Service Specifications (Annex 3) corresponding to the escrow product selected in Section 3 c) above. HanseEscrow shall notify Manufacturer and Licensee of the results of said verification within 10 days after its completion. HanseEscrow undertakes no further obligation towards Manufacturer and Licensee to verify other aspects of the MATERIALS. In particular, HanseEscrow shall perform no tests of the SOFTWARE's practicability or function.

e) If the verification shows that the MATERIALS do not conform to the specifications as defined in Section 3 c), Manufacturer shall send HanseEscrow MATERIALS which do conform to said specifications within 21 days after notification of the verification results.

f) In such case, the new MATERIALS shall be likewise verified as stipulated in Annex 3. HanseEscrow shall charge the verification services already performed to Manufacturer at €175 per hour.

g) If the second and final verification result conflicts with Manufacturer's duties as stipulated in Section 4 d),

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HanseEscrow shall deposit the MATERIALS as "verified with restrictions."

h) HanseEscrow may use the services of third parties in the performance of its duties.

4. Manufacturer's Duties

a) Manufacturer shall irrevocably deliver the MATERIALS to HanseEscrow within 21 days after this AGREEMENT has been concluded. Manufacturer guarantees that he is the copyright owner of the SOFTWARE, and that no rights are held by third parties which conflict with this AGREEMENT and might hinder the purpose of this AGREEMENT. Manufacturer agrees to indemnify HanseEscrow against all claims by third parties against HanseEscrow which may arise in connection with this AGREEMENT through the surrender of the MATERIALS to Licensee. Manufacturer's duty to indemnify HanseEscrow does not end with the termination of this AGREEMENT.

b) If the parties have concluded a Standard Escrow, Secure Escrow or special agreement (Annex 6) as an escrow product, the Manufacturer shall, if required, grant HanseEscrow access to the Manufacturer`s business premises, provide a workstation and stuff as well as the necessary infrastructure for the verification of the MATERIALS as stipulated in Section 4 d), Annex 3 or Annex 6.

c) Manufacturer shall grant Licensee access to and use of the MATERIALS for PURPOSES OF CONTINUITY, said access being conditional upon the prior occurrence of one of the conditions stipulated in Section 8. Licensee is entitled to use the MATERIALS for PURPOSES OF CONTINUITY in accordance with the rights conferred on him by Manufacturer.

d) Manufacturer guarantees to Licensee that the SOFTWARE which Licensee has obtained from Manufacturer under the LICENSE AGREEMENT can be generated from the MATERIALS delivered to HanseEscrow, and that the MATERIALS are thus suitable for PURPOSES OF CONTINUITY.

e) Manufacturer undertakes to deliver each modification and/or addition to the SOFTWARE or the MATERIALS irrevocably to HanseEscrow within 14 days after Licensee has received said modification and/or addition to the SOFTWARE. HanseEscrow shall give Licensee written notice of the receipt of said modifications and/or additions to the MATERIALS within 14 days of receipt. The MATERIALS delivered as a result of such modification and/or addition shall become part of the MATERIALS governed by this AGREEMENT.

f) Before delivery of the MATERIALS, as well as before each delivery of any modification or addition to the MATERIALS to HanseEscrow, Manufacturer shall make a backup copy, and carefully preserve said copy in order to safeguard any claims on Licensee's part which may arise.

g) Manufacturer shall provide the MATERIALS to HanseEscrow again if HanseEscrow notifies Manufacturer that the MATERIALS have become damaged during storage, or have been lost in spite of

precautions. HanseEscrow shall bear any additional costs of copying or delivery arising from such a case, unless Manufacturer has failed in his obligation to make a backup copy of the MATERIALS.

h) Manufacturer undertakes, in the event that he transfers his rights in the SOFTWARE to a third party, likewise to transfer the present AGREEMENT with all rights and duties to that party. Manufacturer shall notify both Licensee and HanseEscrow in writing of such a transfer of rights. If Manufacturer breaches this obligation, he shall be liable for any damage to Licensee or HanseEscrow that results from such a breach.

i) On learning of any modification or addition to the SOFTWARE, the MATERIALS, or the factual or legal basis of this AGREEMENT or of his agreement or agreements with Licensee, Manufacturer shall notify all other parties to this AGREEMENT within 21 days.

5. Licensee's Duties

a) Licensee shall treat Manufacturer's copyright-protected SOFTWARE confidentially.

b) On learning of any modification to the factual or legal basis of this AGREEMENT or of his agreement or agreements with Manufacturer, Licensee shall notify all other parties to this AGREEMENT within 21 days.

c) After receiving the MATERIALS because of the occurrence of a condition specified in Section 8, Licensee shall use said MATERIALS only for PURPOSES OF CONTINUITY and in strict conformance with the confidentiality agreements and any other applicable restrictions. Licensee shall obtain similar confidentiality agreements from any third parties charged with tasks to be performed for PURPOSES OF CONTINUITY.

d) In the case that one of the causes, stipulated in Section 8 occurs, and observing the provisions of Sections 5 a) and 5 c) where applicable,

- Licensee shall not use or disclose the MATERIALS for any other purpose, except in disclosing the MATERIALS to third parties charged with their use for PURPOSES OF CONTINUITY, in which case Licensee's obligations stipulated in Section 5 c) above shall apply,

- Licensee shall destroy the MATERIALS as soon as his right to use them lapses.

Licensee's obligations as stipulated in Sections 5 a), 5 c) and 5 d) shall not expire with the termination of this AGREEMENT.

6. Confidentiality

a) The MATERIALS are the intellectual property of Manufacturer and the parties shall treat them as strictly confidential. Information communicated in confidence to HanseEscrow shall likewise be treated as strictly confidential.

b) The parties shall keep secret all information connected with this AGREEMENT. If employees of the parties to this AGREEMENT or third parties require the MATERIALS for PURPOSES OF CONTINUITY or

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verification, a written confidentiality agreement shall be obtained from said employees or parties.

7. Remuneration and Terms of Payment

a) Manufacturer and/or Licensee shall pay HanseEscrow the remuneration stipulated in Annex 4. Remuneration for services provided by HanseEscrow that are not listed in Annex 4 is based on HanseEscrow's respectively valid price list. The due dates and other terms of payment are likewise stipulated in Annex 4, which is an integral part of this AGREEMENT.

b) If the consumer price index fixed by the German Federal Statistical Office (base year 2015 = 100 points) shows a change of more than 10 % compared to the month of the conclusion of this agreement or the last adjustment based on this clause, HanseEscrow shall be entitled to adjust the agreed remuneration; however, by no more than the same percentage of the change. HanseEscrow must give at least three months' advance notice of such an adjustment due to change in the consumer price index. If the amount of remuneration is adjusted by more than ten percent of the previous amount, the parties may terminate the AGREEMENT in writing as stipulated in Sections 10 b) and 10 c).

c) If Licensee is in arrears when one of the conditions stipulated in Section 8 occurs, HanseEscrow may refuse to release the MATERIALS, or to perform other services stipulated in this AGREEMENT, until Licensee has paid all outstanding amounts to HanseEscrow.

d) Manufacturer and Licensee are jointly and severally liable for HanseEscrow's remuneration.

e) Manufacturer shall be considered to have been compensated for his services to Licensee as stipulated in this AGREEMENT, and in particular for granting access to the MATERIALS for PURPOSES OF CONTINUITY as stipulated in Section 4 c), by Licensee's payment of license fees as stipulated in the contracts mentioned in Section 2.

If Manufacturer provides Licensee with amendments, updates, new versions and/or corrections to the deposited MATERIALS (see Section 1 d)) the definition of MATERIALS), in the course of software maintenance or the like or otherwise, then the first paragraph of Section 7 e) shall apply accordingly; if Licensee owes Manufacturer license fees for such amendments, updates, new versions and/or corrections, then the first paragraph of Section 7 e) shall apply only if said fees have been paid in full.

8. Conditions for the Release of the deposited MATERIALS

a) HanseEscrow shall release the MATERIALS to Licensee, subject to the provisions of Sections 8 b) through 8 k),

- in the event that Manufacturer ceases business operations without having legally transferred his obligations towards Licensee under the LICENSE AGREEMENT — including in particular his MAINTENANCE OBLIGATIONS — and under this AGREEMENT to a third party, and by such cessation endangers the contractually stipulated continued use of the SOFTWARE; or

- in the event that Manufacturer persistently fails to fulfill his obligations towards Licensee under the LICENSE AGREEMENT — including in particular his MAINTENANCE OBLIGATIONS — and his obligations under this AGREEMENT, and thereby endangers the contractually stipulated continued use of the SOFTWARE; or

- in the event that bankruptcy proceedings in respect of Manufacturer's assets have been opened, or have been denied due to insufficient assets; or

- in the event that Manufacturer breaches his obligation under Section 4 h), or Manufacturer's business activities are taken over by a third party which does not assume or offer, or assumes or offers on changed conditions, Manufacturer's contractual obligations towards Licensee under the LICENSE AGREEMENT, including in particular his MAINTENANCE OBLIGATIONS, and from this AGREEMENT, and no agreement on said changed conditions is reached by said third party and Licensee; or

- in the event that the release of the MATERIALS is ordered by a writ of execution or enforceable judgment.

b) If one of the conditions named in Section 8 a) occurs and Licensee can therefore demand the release of the MATERIALS, Licensee shall communicate such demand to both Manufacturer and HanseEscrow simultaneously by registered letter with advice of delivery. A demand for release can only be based on one point listed in Section 8 a). A demand for release that contains more than one reason based on points listed in Section 8 a) is legally void. In said demand, Licensee must state and demonstrate the cause for release, and confirm his right of use. HanseEscrow is not obligated to verify the existence of a valid LICENSE AGREEMENT or right of use. If this AGREEMENT covers several agreements as stipulated in Section 2, Licensee must specify which MATERIALS shall be released and demonstrate the cause.

c) After receipt of the demand stipulated in Section 8 b), HanseEscrow shall release the MATERIALS to Licensee, if Licensee can demonstrate that he has also notified Manufacturer of said demand, and if Manufacturer has notified HanseEscrow in writing that Manufacturer has no objections to the demanded release or Manufacturer has not notified HanseEscrow, in writing, within seven days after receiving the demand, of any objections to the demanded release. Manufacturer shall not approve or consent to the release of the MATERIALS without reference to such notification of Licensee's demand for surrender; such approval or consent shall be null and void.

If Licensee has not obtained Manufacturer's consent to the demanded release, or has not demonstrated that he has obtained said consent, HanseEscrow is not obligated to release the MATERIALS. HanseEscrow may obtain a declaration of consent from Manufacturer at Licensee's cost.

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d) If Manufacturer has raised an objection to the release of the MATERIALS within the period stipulated in Section 8 c), Manufacturer and Licensee shall have an arbitration tribunal decide by award whether cause for release exists as stipulated in Section 8 a). To this end, each of the two parties shall appoint an arbitrator within 10 days after Manufacturer has raised the objection. Manufacturer and Licensee shall endeavor to have a third arbitrator appointed jointly by their two appointed arbitrators within 14 days. Said third arbitrator shall hear both parties within 14 days if possible and make an award jointly with the other arbitrators.

e) If Manufacturer does not cooperate in the arbitration procedure as stipulated in this AGREEMENT, or if no agreement is reached within a reasonable period for the arbitration procedure, Licensee may refer the binding appointment of an arbitrator as stipulated in Section 8 d) Sentence 2, or of the third arbitrator as stipulated in Section 8 d) Sentence 3, to the President of the Regional Court of Hamburg (*Landgericht Hamburg*).

f) Manufacturer and Licensee shall bear the costs of the arbitration procedure. HanseEscrow shall not bear said costs since it is not a party in the arbitration procedure. Manufacturer and Licensee shall indemnify and hold harmless HanseEscrow from any claims for such costs by each other or by third parties.

Manufacturer and Licensee shall notify HanseEscrow without delay of the results of the arbitration procedure by presenting at least a certified copy of the award.

g) If Manufacturer delays the arbitration procedure in spite of Licensee's legitimate demand for release of the MATERIALS, Manufacturer shall compensate Licensee for the resulting damage.

h) If Licensee demands the release of the MATERIALS without cause, Licensee shall compensate Manufacturer for the resulting damage.

i) The stipulations in Sections 8 c) through 8 g) above shall not apply if bankruptcy proceedings have been opened in respect of Manufacturer's assets, or if Manufacturer ceases or has ceased business activities as described in Section 8 a) condition 1.

j) After receiving the MATERIALS released due to the occurrence of one of the conditions named above, Licensee shall return said MATERIALS to the succeeding copyright holder upon guarantee that Manufacturer or the succeeding copyright holder, as the case may be, can fulfill all obligations under the LICENSE AGREEMENT and any existing obligations under other agreements.

k) In the event that an arbitration procedure must be conducted pursuant to the stipulations above, HanseEscrow may withhold the MATERIALS until the final award has been issued in the arbitration procedure. The terms of this AGREEMENT, including in particular the provisions concerning the duration and extension of the AGREEMENT and remuneration, shall remain in effect, to the extent that they are consistent with the conduct of the arbitration procedure, at least for the duration of the arbitration procedure.

9. Liability

a) In the case of a breach of essential obligations under this AGREEMENT, HanseEscrow's liability shall be limited in cases of slight negligence to a maximum of €250,000.00 per claim and at most to €500,000.00 for each contractual year for foreseeable, typical damage under this AGREEMENT; otherwise HanseEscrow's liability for slight negligence is excluded. The above limitations and exclusions of liability do not apply to liability for damages resulting from injury to life, body or health. In such case, HanseEscrow is liable for breaches caused by HanseEscrow or its legal representatives or its agents.

b) HanseEscrow shall perform its assessment, verification and deposit services as stipulated in Section 3 d) and Annex 3 with all due care. HanseEscrow shall be liable for the completeness and usability of the MATERIALS only to the extent stipulated in Section 3 c).

c) HanseEscrow shall not be liable in regard to any third party claims that may arise in connection with the MATERIALS. Manufacturer, or Licensee in case of the occurrence of one of the conditions specified in Section 8 and the subsequent release of the MATERIALS, shall indemnify and hold HanseEscrow harmless against any third party claims.

10. Duration

a) This AGREEMENT shall take effect upon signature by the parties. The AGREEMENT is initially concluded for a period of one year. After that period, the AGREEMENT shall be extended for another one year period unless terminated by any party as stipulated below.

In any case, this AGREEMENT shall terminate upon release of the MATERIALS.

b) Licensee may terminate this AGREEMENT at the end of a given contractual year upon three months' prior notice.

c) Manufacturer may terminate this AGREEMENT after the fifth one year period, or earlier with the written consent of Licensee. On those conditions, Manufacturer may terminate the AGREEMENT on such notice as stipulated in Section 10 b).

d) HanseEscrow may terminate this AGREEMENT at the end of a given contractual year upon three months' prior notice in writing to Manufacturer and Licensee. In such case, HanseEscrow shall handle the MATERIALS as stipulated in Section 10 i).

e) The timeliness of the termination depends on the receiving of the notice message by the respective message recipient.

f) These terms do not affect the right to termination for cause. In particular, HanseEscrow may terminate this AGREEMENT without notice if Licensee is more than 14 days in arrears with his payments, or if Manufacturer is in arrears more than 14 days after the due date set in a second reminder (see Section 7 d)).

g) Manufacturer or Licensee may terminate this AGREEMENT without notice if

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- bankruptcy proceedings have been opened against HanseEscrow, or have been denied due to insufficient assets; or

- HanseEscrow breaches essential obligations under this AGREEMENT and fails to remedy said breach within 21 days after a written demand by Manufacturer and/or Licensee.

If Manufacturer or Licensee exercises their right to termination for cause, Manufacturer shall place the MATERIALS in escrow with another escrow agency at similar conditions to those stipulated in this AGREEMENT. HanseEscrow shall transfer the MATERIALS to the new escrow agency on Manufacturer's written instructions.

h) The mere initiation of litigation or an arbitration procedure of any kind between the parties shall not terminate this AGREEMENT (see also Section 8 k)).

i) Upon termination of this AGREEMENT, HanseEscrow shall destroy the MATERIALS, unless said termination is the result of one of the causes specified in Section 8, or the MATERIALS are to be transferred to another escrow agency as stipulated in this AGREEMENT.

j) If HanseEscrow is no longer able to fulfill its obligations under this AGREEMENT due to discontinuance of its business or similar reasons, it shall deliver the MATERIALS in trust to a notary licensed in Germany chosen by the parties. Said notary shall be engaged at HanseEscrow's cost to contact Manufacturer and Licensee for the purpose of arranging the further disposition of the MATERIALS.

11. Other Provisions

a) Annexes _____ are integral parts of this AGREEMENT.

b) All amendments or additions to this AGREEMENT must be made in writing.

c) This AGREEMENT shall be governed by German law. The place of jurisdiction shall be Hamburg.

d) If any provision of this AGREEMENT is or becomes void in whole or in part, the remaining provisions shall not be affected. The void provision shall be replaced by that provision which most closely approximates the sense and purpose of this AGREEMENT. Likewise if this AGREEMENT is found to lack a necessary provision that provision shall be adopted which most closely approximates the sense and purpose of this AGREEMENT.

Annexes:

1. LICENSE AGREEMENT, if applicable
2. Maintenance Contract, if applicable
3. Service Specifications
4. Remuneration and Terms of Payment
5. Specification of MATERIALS
6. Special agreement, if applicable

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12. Signatures

Place……………………… Date…………..………..

………………………………………………..

………………………………………………………
Signature(s) of **Manufacturer**

_____

Place……………………… Date…………..………..

………………………………………………..

………………………………………………………
Signature(s) of **Licensee**

_____

Place: Norderstedt   Date…………..………

………………………………………………..

………………………………………………………
Signature(s) of **HanseEscrow**

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Annex 3: Elementary Escrow Service Specifications

HanseEscrow shall perform the services included in its product
Elementary Escrow as stipulated in the escrow AGREEMENT.

Service	Description
Contract	HanseEscrow shall provide a standard agreement form. The costs of any amendments and examinations will be borne by the client.
MATERIAL receipt	After conclusion of this AGREEMENT, Manufacturer shall send the MATERIALS without further request to HanseEscrow.
Receiving hours	According to business hours of financial institutions in Germany, HanseEscrow will accept parcels and registered mail only Monday through Friday from 09:00 to 15:00. On Saturday, Sunday, bank holidays as well as December 24th and 31st a delivery is not possible.
	The changes of the acceptance hours HanseEscrow will publish under www.hanse-escrow.com.
Deposit	HanseEscrow's deposit services shall include:
	• Testing media for readability and packaging them for storage.
	• Safe deposit of the MATERIALS in two banks' vaults
Reporting	HanseEscrow shall inform Licensee and Manufacturer in writing of the MATERIALS deposit. The report shall include:
	• Notification of receipt of the MATERIALS
	• Notification of deposit
Update service	Manufacturer shall deliver new MATERIALS to HanseEscrow without further request at the stipulated intervals.
	MATERIALS shall be kept in safe deposit for the duration of the AGREEMENT unless otherwise agreed.
	If no new MATERIALS is available 12 months after the last storage, the last media deposited shall be retrieved, duplicated, verified and deposited. In this way HanseEscrow shall ensure that the media in storage are not subject to decay.
	Deposit and reporting are a part of the update service.

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Annex 3: Managed Elementary Escrow Service Specifications

HanseEscrow shall perform the services included in its product
Managed Elementary Escrow as stipulated in the escrow AGREEMENT.

Service	Description
Contract	HanseEscrow shall provide a standard agreement form. The costs of any amendments and examinations will be borne by the client.
MATERIAL receipt	After conclusion of this AGREEMENT, HanseEscrow shall coordinate the fulfillment of Manufacturer's tasks to establish the escrow deposit. HanseEscrow shall request and receive the MATERIALS.
Receiving hours	According to business hours of financial institutions in Germany, HanseEscrow will accept parcels and registered mail only Monday through Friday from 09:00 to 15:00. On Saturday, Sunday, bank holidays as well as December 24th and 31st a delivery is not possible. The changes of the acceptance hours HanseEscrow will publish under www.hanse-escrow.com.
Deposit	HanseEscrow's deposit services include: • Testing media for readability and packaging them for storage. • Safe deposit of the MATERIALS in two banks' vaults
Reporting	HanseEscrow shall inform Licensee and Manufacturer in writing of the MATERIALS deposit. The report shall include: • Notification of receipt of the MATERIALS • Notification of deposit
Update service	HanseEscrow shall direct the verification and deposit of current releases in accordance with the stipulated Service Specifications at the stipulated intervals. MATERIALS shall be kept in safe deposit for the duration of the AGREEMENT unless otherwise agreed. If no new MATERIALS is available 12 months after the last storage, the last media deposited shall be retrieved, duplicated, verified, and deposited. In this way HanseEscrow shall ensure that the media in storage are not subject to decay. Deposit and reporting are a part of the update service.

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Annex 3: Basic Escrow Service Specifications

HanseEscrow shall perform the services included in its product
Basic Escrow as stipulated in the escrow AGREEMENT.

Service	Description
Escrow management: consultation, conception, contract	HanseEscrow shall advise Manufacturer in the development of an escrow concept, guide and support the process of choosing an escrow product, and, if desired, assist in negotiations until a contract has been concluded.
MATERIAL receipt	After conclusion of this AGREEMENT, HanseEscrow shall coordinate the fulfillment of Manufacturer's tasks to establish the escrow deposit. HanseEscrow shall request and receive the MATERIALS.
Receiving hours	According to business hours of financial institutions in Germany, HanseEscrow will accept parcels and registered mail only Monday through Friday from 09:00 to 15:00. On Saturday, Sunday, bank holidays as well as December 24th and 31st a delivery is not possible.
	The changes of the acceptance hours HanseEscrow will publish under www.hanse-escrow.com.
Verification	HanseEscrow's verification services include:
	• The content of the data carrier(s) is compared with Annex 5 (MATERIALS specification).
	• If the medium is encrypted and protected by a password, these mechanisms are tested for correct operation in accordance with Manufacturer's instructions.
Deposit	HanseEscrow's deposit services include:
	• Date of receipt marked on all components of the MATERIALS
	• Copying of the medium, if not received in duplicate
	• Comparison of copy and original for content equality
	• Packaging of media, and of hard copies, manifests and listings if any, for storage
	• Safe deposit of the MATERIALS in two banks' vaults
Reporting	HanseEscrow shall inform Licensee and Manufacturer in writing of the MATERIALS deposit. The report shall include:
	• Notification of receipt of the MATERIALS, readability of the medium
	• Verification, duplication, deposit and depot history
Update service	HanseEscrow shall direct the verification and deposit of current releases in accordance with the stipulated Service Specifications at the stipulated intervals.
	MATERIALS shall be kept in safe deposit for 36 months unless otherwise agreed. After that period, the MATERIALS shall be destroyed.
	If no new MATERIALS is available 12 months after the last storage, the last media deposited shall be retrieved, duplicated, verified, and deposited. In this way HanseEscrow shall ensure that the media in storage are not subject to decay.
	Verification, deposit and reporting are a part of the update service.

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Annex 3: Standard Escrow Service Specifications

HanseEscrow shall perform the services included in its product
Standard Escrow as stipulated in the escrow AGREEMENT.

Service	Description
Escrow management: consultation, conception, contract	HanseEscrow shall advise Manufacturer in the development of an escrow concept, guide and support the process of choosing an escrow product, and, if desired, assist in negotiations until a contract has been concluded.
MATERIAL receipt	After conclusion of this AGREEMENT, HanseEscrow shall coordinate the fulfillment of Manufacturer's tasks to establish the escrow deposit. HanseEscrow shall request and receive the MATERIALS.
Receiving hours	According to business hours of financial institutions in Germany, HanseEscrow will accept parcels and registered mail only Monday through Friday from 09:00 to 15:00. On Saturday, Sunday, bank holidays as well as December 24th and 31st a delivery is not possible. The changes of the acceptance hours HanseEscrow will publish under www.hanse-escrow.com.
Verification	Verification shall take place at Manufacturer's premises. Base MATERIALS, to be supplied by Manufacturer: • Source code • Objects required for the process (compilers, makefiles, etc.) • Specifications • Technical documentation of the product • Programmers' guidelines • Documentation of the compilation process Verification on receipt by HanseEscrow: • The content of the data carrier(s) is compared with Annex 5 (MATERIALS specification) if not already done during the verification. Compilation: Building of a functional, complete version of the SOFTWARE used by Licensee or to be stored from the source code received: • Installation and configuration of the operating system • Installation and configuration of the development environment • Installation and configuration of the compiler • Configuration of the build process • Transfer of the source code to the system • Building of a functioning version of the program. • Execution: starting command, input, messages, reports Smoke test: • Preparation of the data for the smoke test on an installation medium • Installation of the SOFTWARE • Performance of the arranged test case Collation of MATERIALS to be deposited: • Source code • Objects required for the process (compilers, makefiles, etc.) • Specifications • Technical documentation of the product • Programmers' guidelines • Description of the compilation process (supplied by Manufacturer where possible) • Documentation of the compilation process • Reports from the compilation process • Compilation process components that are not commercially available • Compilation product/installation medium • Test results After the auditor has sealed the MATERIALS, Manufacturer shall deliver them to HanseEscrow.

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Deposit	HanseEscrow's deposit services include: • Date of receipt marked on all components of the MATERIALS • Copying of the medium, if not received in duplicate • Comparison of copy and original for content equality • Packaging of media, and of hard copies, manifests and listings if any, for storage • Safe deposit of the MATERIALS in two banks' vaults
Reporting	HanseEscrow shall inform Licensee and Manufacturer in writing of the MATERIALS deposit. The report shall include: • Receipt • Readability • Duplication • Deposit and depot history • Hardware and software requirements • Compilation procedure • Risks in the compilation process that could impair the use of the deposited SOFTWARE source code and MATERIALS for PURPOSES OF CONTINUITY
Update service	HanseEscrow shall direct the verification and deposit of current releases in accordance with the stipulated Service Specifications at the stipulated intervals. MATERIALS shall be kept in safe deposit for 36 months unless otherwise agreed. After that period, the MATERIALS shall be destroyed. If no new MATERIALS is available 12 months after the last storage, the last media deposited shall be retrieved, duplicated, verified, and deposited. In this way HanseEscrow shall ensure that the media in storage are not subject to decay. Verification, deposit and reporting are a part of the update service.

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Annex 3: Secure Escrow Service Specifications

HanseEscrow shall perform the services included in its product
Secure Escrow as stipulated in the escrow AGREEMENT.

Service	Description
Escrow management: consultation, conception, contract	HanseEscrow shall advise Manufacturer in the development of an escrow concept, guide and support the process of choosing an escrow product, and, if desired, assist in negotiations until a contract has been concluded.
MATERIAL receipt	After conclusion of this AGREEMENT, HanseEscrow shall coordinate the fulfillment of Manufacturer's tasks to establish the escrow deposit. HanseEscrow shall request and receive the MATERIALS.
Receiving hours	According to business hours of financial institutions in Germany, HanseEscrow will accept parcels and registered mail only Monday through Friday from 09:00 to 15:00. On Saturday, Sunday, bank holidays as well as December 24th and 31st a delivery is not possible.
	The changes of the acceptance hours HanseEscrow will publish under www.hanse-escrow.com.
Verification	Verification shall take place at Manufacturer's premises.
	Base MATERIALS, to be supplied by Manufacturer:
	• Source code
	• Objects required for the process (compilers, makefiles, etc.)
	• Specifications
	• Technical documentation of the product
	• Programmers' guidelines
	• Documentation of the compilation process
	• Product information sheets
	• Specifications
	• Technical documentation of the development process
	• QM manual
	Verification on receipt by HanseEscrow:
	• The content of the data carrier(s) is compared with Annex 5 (MATERIALS specification) if not already done during the verification.
	Compilation: Building of a functional, complete version of the SOFTWARE used by Licensee or to be stored from the source code received:
	• Installation and configuration of the operating system
	• Installation and configuration of the development environment
	• Installation and configuration of the compiler
	• Configuration of the build process
	• Transfer of the source code to the system
	• Building of a functioning version of the program
	• Execution: starting command, input, messages, reports
	Smoke test:
	• Preparation of the data for the smoke test on an installation medium
	• Installation of the SOFTWARE
	• Performance of the arranged test case
	Review of key documents:
	• Product information sheets
	• Specifications
	• Technical documentation of the development process
	• Programmers' guidelines
	• QM manual
	Review of the software development process:
	• Product management
	• Product development
	• Tool support of product development

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	• Operations • Involvement of management and staff Spot-check review of code fragments: • Conformance of test objects to generally accepted standards • Structure and documentation of test objects permitting easy use by third parties. • Observation of rules and quality criteria set by Manufacturer Collation of MATERIALS to be deposited: • Source code • Objects required for the process (compilers, makefiles, etc.) • Specifications • Technical documentation of the product • Programmers' guidelines • Description of the compilation process (supplied by Manufacturer where possible) • Documentation of the compilation process • Reports from the compilation process • Compilation process components that are not commercially available • Compilation product/installation medium • Test results • Key documents • Detailed results of code review • Supplement: Interview log with details of the audit, organized by process steps After the auditor has sealed the MATERIALS, Manufacturer shall deliver them to HanseEscrow.
Deposit	HanseEscrow's deposit services include: • Date of receipt marked on all components of the MATERIALS • Copying of the medium, if not received in duplicate • Comparison of copy and original for content equality • Packaging of media, and of hard copies, manifests and listings if any, for storage • Safe deposit of the MATERIALS in two banks' vaults
Reporting / suitability report	HanseEscrow shall notify Licensee and Manufacturer in writing that the MATERIALS has been deposited, with the results of the audit. The report shall include: • The context of the audit • A summary of the results • Receipt of the MATERIALS • Readability • Duplication • Deposit and depot history • Hardware and software requirements • Compilation procedure • Risks in the compilation process that could impair the use of the deposited SOFTWARE source code and MATERIALS for PURPOSES OF CONTINUITY • Risks in the software development process that could impair the use of the deposited SOFTWARE source code and MATERIALS for PURPOSES OF CONTINUITY
Update service	HanseEscrow shall direct the verification and deposit of current releases in accordance with the stipulated Service Specifications at the stipulated intervals. MATERIALS shall be kept in safe deposit for 36 months unless otherwise agreed. After that period, the MATERIALS shall be destroyed. If no new MATERIALS is available 12 months after the last storage, the last media deposited shall be retrieved, duplicated, verified, and deposited. In this way HanseEscrow shall ensure that the media in storage are not subject to decay. Verification, deposit and reporting are a part of the update service.

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Annex 4: Update Interval, Remuneration and Terms of Payment

I. Deposition Object: < SOFTWARE name >

Up to 5 CDs / DVDs or a SD Card up to 64GB are covered by the fees for each MATERIAL delivery.

II. Escrow Product: [ ] Secure Escrow   [ ] Standard Escrow

[ ] Basic Escrow   [ ] Elementary Escrow

III. Regular Deposit: < Period > (e.g. „annually) verification and deposit

IV. Update Service beyond the regular deposits stipulated in section III.:

Product: [ ] Secure Escrow   [ ] Standard Escrow

[ ] Basic Escrow   [ ] Elementary Escrow

Update time: [ ] yes, as stipulated in Section 4e) of the AGREEMENT without restriction

Manufacturer's obligation under Section 4e) of the AGREEMENT to deliver each modification and/or addition to the SOFTWARE or the MATERIALS irrevocably to HanseEscrow within 14 days after Licensee has received said modification and/or addition to the SOFTWARE shall be considered fulfilled by verification and safe deposit as stipulated below:

[ ] yes, on Licensee's request, rather than as stipulated in Section 4e) of the AGREEMENT

[ ] yes, on delivery of new MATERIALS by Manufacturer, rather than as stipulated in Section 4e) of the AGREEMENT

[ ] yes, per special agreement

[ ] no Update service

Obligation to notify: [ ] yes, as stipulated in Section 4i) of the AGREEMENT without restriction

[ ] Manufacturer's obligation under Section 4i) of the AGREEMENT to notify Licensee of the modifications and/or additions to the MATERIALS shall be considered fulfilled by verification and safe deposit as stipulated in Section II of this Annex. Other, non-technical obligations to give notification are not affected.

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V. Remuneration   The services stipulated in Sections II., III. and IV. of this Annex shall be remunerated as follows:

Item	Service	Frequency	Unit fee	Quantity	Fee
1.1	Contract	Once	€250		
1.2	+ Consultation and amendment	Once	€900		
2.1	Deposit: Provision and insurance	Annually, in advance	€500		
2.2	+ Update management and destruction of the MATERIALS at the end of the deposit period	Annually, in advance	€450		
2.3	+ Deposit of verified MATERIALS including verification reports; repeated depositing of MATERIALS during long verification processes; deposit history	Annually, in advance	€450		
2.4	+ Optional return of the MATERIALS at the end of the deposit period or termination of the contract	Per MATERIALS	€450		
3.1	One receipt and deposit of MATERIALS per contract year or duplication to prevent decay if no new version of the MATERIALS is is available 12 months after the last storage	Annually, in advance	€450		
3.2	+ Verification: Basic	Per MATERIALS and delivery	€ 450		
3.3	+ Verification: Standard	Per SOFTWARE and delivery	€1,850		
3.4	+ Verification: Secure	Per SOFTWARE and delivery	€3,950		
3.5	+ Access to deposited MATERIALS, 1 room, 2 PCs and 1 supervisor	Per day	€ 900		
	+ Verification by third-party expert	Per day	On request		
4.1	Update service: Receipt and deposit of further MATERIALS within a given contract year	Per MATERIALS and delivery	€450		
4.2	Update service: Basic verification	Per MATERIALS and delivery	€450		
4.3	Update service: Standard verification	Per SOFTWARE and delivery	€1,850		
4.4	Update service: Secure verification	Per SOFTWARE and delivery	€3,950		
8.1	Data carrier for duplicate production, amount greater than 5 CDs / DVDs or a SD Card up to 64GB	Per data carrier	On request		
8.2	2 sets of data carrier for copy production, which go in each case beyond 5 CDs/DVDs, or a SD Card up to 64GB	Per data carrier	On request		

Item 1 shall be due once upon conclusion of the contract. Items (2.1 - 2.3) and 3.1 shall be due on conclusion of the contract and on each succeeding anniversary of that date. Items 2.4, (3.2 - 3.5), 4.1 + 4.x and 8.x shall be due on performance of the given service.

Applicable VAT shall be due in addition to all fees. Expenses shall be reimbursed as incurred. All fees are payable within 14 days of the invoice date. The payer shall bear any bank fees for international payments. Should the banking fees still be charged, HanseEscrow will add the difference to the payment amount to the next scheduled invoice.

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VI. Addresses for Reports und Inquires

Report address / contact person	Licensee	Manufacturer
Company		
Department		
Contact person		
E-mail		
Telephone		
Street / No. – P.O. box		
Post Code - City		
Country		

VII. Billing Address

Billing Address	[ ] Licensee [ ] Manufacturer
Company	
Department	
Contact person	
Street / No. – P.O. box	
Post Code – City	
Country	
TAX ID	
Receipt of invoice **[ ] in paper form to the above address** **[ ] paperless**	
[ ] as pdf-attachment to e-mail addresse:	
[ ] as XRechnung to Leitwege-ID: via Portal:	
[ ] via ariba Account:	

VIII. Contact details for order process

Contact details	Purchasing	Operational Unit
Company		
Department		
Contact person		
E-mail		
Telefon		
Street / No. – P.O. box		
City Code – City		
Country		

Annex 5: MATERIALS Specification and Manifest for Contract SE-XXXXXX

Type	Description	Medium, Location	*
Source code			
User documentation			

* Verification. To be filled in by HanseEscrow.

[Please replace with Manufacturer's list on signing]

Sample MATERIALS Specification for Software:

Type	Description	Medium, Location	*
Manifest	This document	SD CARD 1 of 2 Root directory	
Source code	All Java classes, configuration files (EJB configuration, DynS properties, etc.) and web resources (web.xml, struts configuration, HTML pages, images, JSPs, etc.) necessary to build <Software Names>	SD CARD 1 of 2 \Source\	
User documentation	Online help (HTML files) to be opened from the running application	SD CARD 2 of 2 \Help\	
Operating Manual	Technical documentation (BFHB_v1_18.PDF) for the installation and operation of the application, including deployment, multiple client capability, database installation and updating, installation on IBM WebSphere, installation in headless environments (such as PJA), capacity planning, license files, parameterization, administration in OSPlus, monitoring, Log4J configuration, etc	SD CARD 2 of 2 \Docs\	
Database scripts	Oracle scripts to install a new <Name> database and to update the <Name> database from the previous program version	SD CARD 1 of 2 \DB-scripts\	
Development system specifications	Specifications of the production system (compiler, libraries, makefiles, etc.) for building the <Name> applications Build process description for the <Name> applications	SD CARD 2 of 2 \Docs\	
Coding specifications	Coding guidelines, Struts framework, EJBs (devguide.pdf), and project models (projects.pdf)	SD CARD 2 of 2 \Docs\	

* Verification. To be filled in by HanseEscrow.

Here you can find some assistance to assemble the MATERIALS:

https://www.hanse-escrow.de/which_materials_to_deposit/