

Schedule 20

Three-Party Escrow Service Agreement

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between Contractor (the “**Depositor**”) and Depositor’s affiliates and subsidiaries, and by WMATA, (the “**Beneficiary**”) and by _____ (“**Escrow Agent**”) on this ___ day of _____, 2012 (the “**Effective Date**”). Depositor, Beneficiary, and Escrow Agent may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term “**Services**” in this Agreement shall refer to Escrow Agent Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts. A Party shall request Services under this Agreement (i) by submitting a work request for certain Escrow Agent Services via the online portal maintained at the Website located at _____ or any other Websites or Web pages owned or controlled by Escrow Agent that are linked to that Website (collectively the “**Escrow Agent Website**”), or (ii) by submitting a written work request (each, individually, a “**Work Request**”). The Parties desire this Agreement to be supplementary to that certain Design, Build, Installation, Operation and Maintenance Agreement and related Contract (as defined therein) between Depositor and Beneficiary dated _____ as amended, restated, supplemented or otherwise modified from time to time (the “**Contract**”).

2. Depositor Responsibilities

- 2.1. Depositor shall provide all information designated as required to fulfill a Work Request (“**Required Information**”) and may also provide other information (“**Optional Information**”) at their discretion to assist Escrow Agent in the fulfillment of requested Services.
- 2.2. Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor (“**Authorized Person(s)**”) and who may manage the Escrow Agent escrow account through the Escrow Agent Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Escrow Agent during the Term of this Agreement (the “**Depositor Information**”).
- 2.3. Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under the Contract (“**Deposit Material**”) to Escrow Agent on the Effective Date or on such other date as specified in the Contract. Depositor shall also update Deposit Material from time to time during the Term of this Agreement in accordance with the requirements of the Contract provided a minimum of

one (1) complete and functional copy of Deposit Material is deposited with Escrow Agent at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Escrow Agent via the Escrow Agent Website or in Work Request form. The description of the Deposit Material shall correspond to the description of the material required under the Contract.

- 2.4. Depositor consents to Escrow Agent's performance of any level(s) of Verification Services elected by Beneficiary, upon receipt of notice from Escrow Agent, and further consents to Escrow Agent's use of a subcontractor (who shall be bound by the same confidentiality obligations as Escrow Agent and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.
- 2.5. Depositor represents that it lawfully possesses all Deposit Material provided to Escrow Agent under this Agreement free of any liens or encumbrances as of the date of their deposit, other than the liens of the Beneficiary and that any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Escrow Agent under this Agreement;
- 2.6. Depositor represents that all Deposit Material is readable and useable for its intended purposes in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously;
- 2.7. Depositor represents that all Deposit Material is provided with all rights necessary for Escrow Agent to verify such proprietary technology and materials; and
- 2.8. Depositor warrants that Escrow Agent's use of the Deposit Material or other materials supplied by Depositor to perform verification Services is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Escrow Agent with any necessary use rights or permissions to use materials necessary to perform Verification Services for the Deposit Material. Depositor agrees to reasonably cooperate with Escrow Agent by providing its facilities, computer software systems, and technical personnel for Verification Services whenever reasonably necessary, upon advance written notice and provided such Services do not materially interfere with Depositor's business.

3. Beneficiary Responsibilities

- 3.1. Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**") who shall manage the Escrow Agent escrow account through the Escrow

Agent Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Escrow Agent during the Term of this Agreement (the "**Beneficiary Information**").

- 3.2. Beneficiary acknowledges that Verification Services have been requested of Escrow Agent by Beneficiary and further consents to Escrow Agent's use of a subcontractor if needed to provide such Services. Beneficiary may request, by written Work Order, other Verification Services.
- 3.3. Beneficiary warrants that Escrow Agent's use of any materials supplied by Beneficiary to perform the verification Services is lawful and does not violate the rights of any third parties.

4. Escrow Agent Responsibilities

- 4.1. Escrow Agent agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Escrow Agent may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- 4.2. **Standing Order for Verification Services** (1) Upon receipt of the first Deposit Material under this Agreement, and if so elected by Beneficiary, Escrow Agent will perform the Verification Services and associated work set forth in this Section 4.2 (the "**Verification Services**"). If Escrow Agent determines that the Deposit Material does not match the description provided by Depositor, Escrow Agent will provide Depositor and Beneficiary with notice by electronic mail, telephone, or regular mail of such discrepancies. Escrow Agent will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. (2) Escrow Agent will thereafter conduct a visual deposit inspection upon receipt of any update or addition to the Deposit Material and associated information. Provided there has been an addition to the Deposit Materials during the year, Escrow Agent will repeat the Verification Services annually. Escrow Agent shall also send notices (i) every time Depositor makes a deposit to the Deposit Material; and (ii) annually after the Effective Date, within ten days after the end of such anniversary date, to Beneficiary, listing all deposit activity by Depositor related to Deposit Material during such period. At Beneficiary's election, Verification Services may consist of one or more of the following tests:

4.2.1. File Comparison and Analysis

- 4.2.1.1. This series of verification tests provides insight into whether the materials that have been deposited have basic

information in a form that allows for additional testing to be performed. These tests detect errors that often inhibit effective use of the escrow deposit.

4.2.1.2. Steps include: Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire (if any), analysis of completed deposit questionnaire (if any).

4.2.1.3. Deliverables: At completion of testing, Escrow Agent will distribute a report to all parties detailing Escrow Agent's results. This report will include readability results, file listing, file classification table(s), virus scan results, completed deposit questionnaire (if any), and an analysis of the completed deposit questionnaire (if any).

4.2.2. Deposit Compile Test

4.2.2.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.

4.2.2.2. Steps include: Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire (if any), analysis of completed deposit questionnaire (if any), recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions.

4.2.2.3. Deliverables: Escrow Agent will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Escrow Agent's analysis of the deposit. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Escrow Agent's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Escrow Agent will rely on information provided in Depositor's completed questionnaire (if any, obtained via a Escrow Agent verification representative) and/or information gathered during Escrow Agent's testing experience.

4.2.3. Deposit Usability Test

- 4.2.3.1.** This series of tests includes testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following two options:
- 4.2.3.1.1. Binary Comparison** – a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the customer’s site to ensure a full match in file size.
- 4.2.3.1.2. Full Usability Test** – a confirmation that the built applications work properly when installed.
- 4.3.** Escrow Agent will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- 4.4.** Escrow Agent will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work (“**SOW**”). Escrow Agent and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of Verification testing; requesting Party responsibilities; Escrow Agent responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Escrow Agent with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- 4.5.** Escrow Agent will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Escrow Agent.
- 4.6.** Escrow Agent will permit the replacement and/or removal of previously submitted Deposit Material only upon written Work Request from the Beneficiary (; provided, however, that Escrow Agent shall not remove any replaced material until such removal is expressly authorized by Beneficiary in a written Work Order.
- 4.7.** Escrow Agent will strictly follow the procedures set forth in Section 5 to process any Beneficiary Work Request to release Deposit Material.
- 5. Release of Deposit Materials** Escrow Agent will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

- 5.1. Escrow Release Triggers** Depositor and Beneficiary agree that Escrow Agent will provide notice via commercial express mail to the Depositor if Beneficiary submits a Deposit Material release Work Request based on one or more of the following conditions (defined as “**Escrow Release Triggers**”):
- 5.1.1. Failure to Provide Needed Support or Assistance** An Escrow Release Trigger is caused by the occurrence of a failure of Depositor (i) to materially comply with its maintenance and support obligations under the Contract Section entitled "Software Maintenance"; (ii) to remedy a material deviation in the Deposit Materials, in accordance with the Contract Subsection entitled "Software Escrow / Payment and Verification"; or (iii) to respond adequately, as determined by the Authority in the exercise of reasonable judgment, to events that threaten to cause a disruption in transit service.
- 5.1.2. Option for O&M Services** Beneficiary's decision, in its discretion, to decline to exercise an O&M Option under the Contract shall constitute an Escrow Release Trigger.
- 5.1.3. Assignment for Benefit of Creditors; Receivership; Liquidation** An Escrow Release Trigger occurs if (i) the Depositor makes a general assignment for the benefit of creditors, (ii) the Depositor files a voluntary petition in bankruptcy, (iii) the Depositor petitions for reorganization or arrangement under the bankruptcy laws, (iv) if a petition in bankruptcy is filed against the Depositor, (v) if a receiver or trustee is appointed for all or any part of the property and assets of the Depositor, or (vi) if the Depositor voluntarily winds- up or liquidates its business or that segment of its business pertinent to the Contractor Software (as that term is defined in the Contract);
- 5.2. Release Work Request** Beneficiary may submit a Work Request to Escrow Agent to release the Deposit Material covered under this Agreement after the occurrence of an Escrow Release Trigger. Beneficiary shall concurrently send notice of such Work Request to Depositor in accordance with Section 14.7 hereof and certify to Escrow Agent that it has provided such notice and the effective date of such notice under Section 14.7. Escrow Agent may also send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
- 5.3. Contrary Instructions** “**Contrary Instructions**” shall mean the written representation by Depositor that an Escrow Release Trigger has not occurred or has been cured. Depositor hereby waives any right it might otherwise have to deliver to Escrow Agent Contrary Instructions.

Depositor hereby releases and agrees to hold Escrow Agent harmless from any claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising from Escrow Agent's release of the Deposit Materials to Beneficiary pursuant to the receipt of a Release Work Request from Beneficiary requesting such release. In the event Depositor, having received notice that a Work Request for release of Deposit Material has been sent to Escrow Agent, believes that a Escrow Release Trigger has not occurred, Depositor may seek an injunction or temporary restraining order to prevent Escrow Agent from delivering the Deposit Material to Beneficiary.

- 5.4. Release of Deposit Material** Unless Escrow Agent is enjoined from doing so by a court of competent jurisdiction, three (3) business days after the effective date of the notice to Depositor that Beneficiary has issued a Work Request to release Deposit Material covered under this Agreement, (as set forth in Beneficiary's certification to Escrow Agent required under Section 3), Escrow Agent shall deliver the Deposit Material to Beneficiary.. Escrow Agent is entitled to receive any uncollected Service Fees due to Escrow Agent before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Escrow Agent.
- 5.5. Right to Use Following Release** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the Contract. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary's obligations with respect to the released Deposit Material shall be as set forth in the Contract.

6. Payment

- 6.1.** The Paying Party shall pay to Escrow Agent all fees as set forth in Exhibit A ("**Service Fees**"). Except as set forth below, all Service Fees are due to Escrow Agent within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Except for the Standing Order for Verification Services, the fees for which shall be set annually, Escrow Agent may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement, but not more than once per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Escrow Agent an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Escrow Agent when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole

discretion of Escrow Agent. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the Contract or this Agreement, Escrow Agent is entitled to be paid all Service Fees that accrue during the Term of this Agreement. No Service Fees will be subject to offset by a Paying Party due to a dispute it may have with Depositor (where Beneficiary is the Paying Party) or with Beneficiary (where Depositor is the Paying Party).

7. Term and Termination

- 7.1.** The initial "**Term**" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Escrow Agent; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Escrow Agent; or (iii) Escrow Agent provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- 7.2.** In the event this Agreement is terminated under Sections 7.1(i) or 7.1 (iii) above, Depositor and Beneficiary shall promptly negotiate in good faith to select another escrow company and/or agent or other designated recipient (the "**Successor Agent**") to accept the Deposit Materials under escrow terms not materially different than those set out in this Agreement. The parties shall provide Escrow Agent with written instructions authorizing Escrow Agent to forward the Deposit Material to the Successor Agent. If Escrow Agent does not receive such written instructions within sixty (60) calendar days after the date of the notice of termination, Escrow Agent shall (i) notify the Parties in writing of its intent to release the Deposit Material to the Beneficiary, and (ii) within five (5) business days of this notice, deliver the Deposit Material to the Beneficiary. Beneficiary shall refrain from any use of such Deposit Material (unless an Escrow Release Trigger as defined in Section 5.1 has occurred), and shall promptly deposit the Deposit Material with its choice of Successor Agent.
- 7.3.** In the event of the nonpayment of Service Fees owed to Escrow Agent, Escrow Agent shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within thirty (30) calendar days of the date of such notice, then Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Escrow Agent shall have no obligation to take any action under

this Agreement so long as any undisputed Escrow Agent invoice issued for Services rendered under this Agreement remains uncollected.

8. General Indemnity

Depositor shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement to the extent caused by (i) the negligence or willful misconduct of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, or (ii) any actions or omissions of WMATA that cause harm to the Escrow Agent.

9. Warranties

9.1. Escrow Agent ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY ESCROW AGENT PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO ESCROW AGENT BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 12 HEREIN.

9.2. Depositor Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

9.3. Beneficiary Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

10. Insurance

Escrow Agent shall, at its sole cost and expense, throughout the term of this

Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$ _____ General Aggregate	Crime Insurance	\$ _____ Each Occurrence
General Liability	\$ _____ Each Occurrence	Umbrella Coverage	\$ _____ General Aggregate
Professional Liability	\$ _____ Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Escrow Agent shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

11. Confidential Information

Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Escrow Agent shall not disclose, transfer, make available or use the Deposit Material. Escrow Agent shall not disclose the terms of this Agreement to any third Party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Escrow Agent will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 14.7 below.

12. Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO ESCROW AGENT UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO

TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

14. General

- 14.1. Incorporation of Work Requests** All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement.
- 14.2. Purchase Orders** The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms contained on any Purchase Order are not binding upon Escrow Agent. All Purchase Orders are subject to approval and acceptance by Escrow Agent.
- 14.3. Right to Make Copies** Escrow Agent shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Escrow Agent shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Escrow Agent. Any copying expenses incurred by Escrow Agent as a result of a Work Request to copy will be borne by the Party requesting the copies. Escrow Agent may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Escrow Agent to perform this Agreement.
- 14.4. Choice of Law** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of _____, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- 14.5. Right to Rely on Instructions** Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Escrow Agent may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Escrow Agent will not be required to inquire into the truth or evaluate the merit of any statement or

representation contained in any notice or document. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

- 14.6. Force Majeure.** Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- 14.7. Notices** All notices regarding Section 5 shall be sent by commercial express mail, or as otherwise provided in Section 5. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Escrow Agent Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- 14.8. No Waiver** No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- 14.9. Assignment** No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Escrow Agent, which shall not be unreasonably withheld or delayed.
- 14.10. Severability** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by

such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.

- 14.11. Independent Contractor Relationship** Depositor and Beneficiary understand, acknowledge, and agree that Escrow Agent's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- 14.12. No Agency** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- 14.13. Regulations** All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- 14.14. Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 14.15. Survival** Sections 7 (Term and Termination), 8 (General Indemnity), 9 (Warranties), 11 (Confidential Information), 12 (Limitation of Liability), 13 (Consequential Damages Waiver), and 14 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS AND AUTHORIZED PERSONS/NOTICES TABLE FOLLOW ON THE NEXT PAGE

The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Authorized Person(s) / Notices Table

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent to these individuals at the addresses set forth below.

DEPOSITOR

Signature:	
Print Name:	
Title:	
Date:	
Email Address:	

BENEFICIARY

Signature:	
Print Name:	
Title:	
Date:	
Email Address:	

ESCROW AGENT INTELLECTUAL PROPERTY MANAGEMENT, INC.

Signature:	
Print Name:	
Title:	
Date:	
Email Address:	

Authorized Person(s) / Notices Table

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

DEPOSITOR

Print Name:		Print Name:	
Title:		Title:	
Email Address		Email Address	
Street Address 1		Street Address 1	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

BENEFICIARY

Print Name:		Print Name:	
Title:		Title:	
Email Address		Email Address	
Street Address 1		Street Address 1	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

ESCROW AGENT

Print Name:		Print Name:	
Title:		Title:	
Email Address		Email Address	
Street Address 1		Street Address 1	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

Exhibit A

Escrow Service Fees [TBD Escrow Agent]