|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | MB-SP |
| Owner Company Name |  | Escrow Number |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Beneficiary Company Name |  | Main Contact |
|  |  |  |
| Address Line 1 |  | Telephone |
|  |  |  |
| Address Line 2 |  | Facsimile |
|  |  |  |
| City, State, Zip Code |  | e-mail Address |
|  |  |  |
| Country |  |  |

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_(MM/DD/YYYY) to which Owner and EscrowTech International, Inc. (“EscrowTech”) are parties (the “Escrow Agreement”).

Owner and Beneficiary have entered into one or more other agreements identified below:

|  |
| --- |
|  |
| License Agreement |

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the “License Agreement.”

The following Software Products are licensed to Beneficiary pursuant to the License Agreement and Beneficiary is registered under the Escrow Agreement for these Software Products only:

|  |
| --- |
|  |
| Software Product No. 1 |
|  |
|  |
| Software Product No. 2 |
|  |
|  |
| Software Product No. 3 |

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a “Beneficiary” under the Escrow Agreement and accepts the obligations of a “Beneficiary” under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

**Agreed to and accepted by Owner and Beneficiary:**

|  |
| --- |
|  |
| Date of Beneficiary Registration |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Owner Company Name |  | Beneficiary Company Name |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Name |  | Name |
|  |  |  |
| Title |  | Title |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | | |
| This Beneficiary Registration must be sent to EscrowTech International, Inc. | | | | |
|  | | | | |
|  |  |  |  |  |
|  | EscrowTech Authorized Signature |  | Date Received |  |
|  | | | | |

## Appendix 1

### RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

|  |
| --- |
|  |

### PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

|  |
| --- |
|  |

### TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary’s Registration will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or

2. The License terminates; or

3. Owner’s obligations to provide maintenance and support services to Beneficiary for the Software have ended.

## Appendix 2

## Additional Contacts

### General Counsel Contact

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Attorney Company Name |  | Counsel Contact |
|  |  |  |
| Address Line 1 |  | Telephone |
|  |  |  |
| Address Line 2 |  | Facsimile |
|  |  |  |
| City, State, Zip Code |  | e-mail Address |
|  |  |  |
| Country |  |  |

### Billing Contact

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Beneficiary Company Name |  | Billing Contact |
|  |  |  |
| Address Line 1 |  | Telephone |
|  |  |  |
| Address Line 2 |  | Facsimile |
|  |  |  |
| City, State, Zip Code |  | e-mail Address |
|  |  |  |
| Country |  |  |

## Appendix 3

## Additional Services

|  |  |  |  |
| --- | --- | --- | --- |
| Services | Description of Services | Fees | Payor |
| **Level 1**  File Listing Verification Report | In addition to the Confirmation Receipt of Deposit and Standard Inspection of Deposit Materials, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and a Deposit Inventory Form.  The annual fee includes this service to be performed on up to four Deposits per year. A fee of $100 USD will be charged to perform this service on each Deposit to the escrow in excess of four. This service can only be performed on Deposit Materials that are readable on a PC running Windows. | $595 per year | Owner, or  Beneficiary |
| **Level 2**  Technical Verification – Deposit Analysis | In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies. The Owner will be required to complete a Technical Verification Questionnaire to complete the Deposit Analysis. | $1095 per Analysis | Owner, or  Beneficiary |
| **Level 3**  Technical Verification – Build and Compile | EscrowTech will perform a Technical Verification on deposit and any subsequent deposits upon request, which includes the outputs of the Technical Verification – Deposit Analysis as described above. EscrowTech will compile the source code in Deposit Materials and will build an executable program following build instructions and configuration information from the Owner (with respect to programs that are not compiled into executable programs in normal operations, EscrowTech will then test that the interpreted code operates). The development environment included in the Deposit Materials will be used by EscrowTech for this purpose. Owner must provide the programming documentation, build and compile instructions, and any other materials, resources, equipment, or tools needed by EscrowTech to enable or facilitate the technical verification.  The Parties and EscrowTech will agree on a custom Technical Verification Addendum prior to start of fulfillment. | Starting at $2995 per verification or based on Technical Verification Addendum | Owner, or  Beneficiary |
| **Level 4**  Technical Verification – Binary Comparison | Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum. | Based on Technical Verification Addendum | Owner, or  Beneficiary |
| **Level 5**  Technical Verification – Test Plan | Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary. | Based on Technical Verification Addendum | Owner, or  Beneficiary |

## Appendix 4

## Special Conditions

[Intentionally left blank.]

***DELETE FROM THIS POINT DOWN. THE LANGUAGE BELOW IS SAMPLE LANGUAGE AND MAY BE USED TO CUSTOMIZE YOUR BENEFICIARY REGISTRATION FORM.***

**APPENDIX 1**

**(Sample)**

### RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.

b. Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.

c. Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

### PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.

b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary’s written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

### TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary’s Registration will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or

2. The License terminates; or

3. Owner’s obligations to provide maintenance and support services to Beneficiary for the Software have ended.