



JURISCONSUL

SOFTWARE ESCROW

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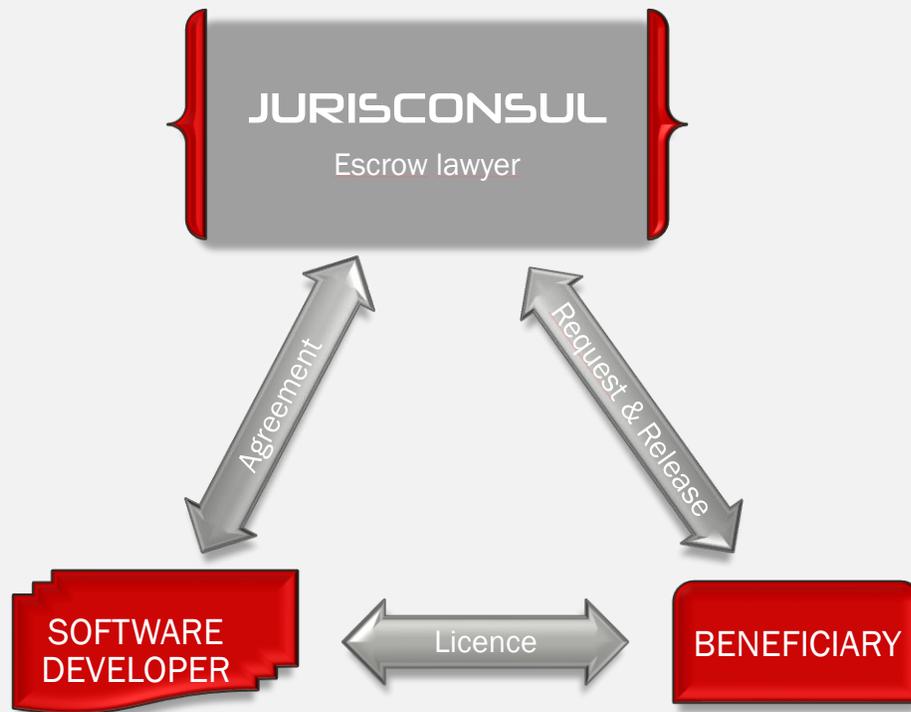
SOFTWARE ESCROW AGREEMENT

Secure your software developments

Clients must ensure that developed business software will continue to be in service and maintained when their third-party development company is out of business or is unable to continue updating the software.

An escrow agreement where the software code is deposited to a third trusted party is the only way to mitigate the business risks associated with third party software development.

Jurisconsul law firm acts as a third-party escrow legal counsel and secures deposits of the Software code through software escrow agreements between the Software Developer and its client (the Beneficiary):



As a law firm, Jurisconsul shall verify, that the release conditions determined in the Software Agreement are met and act accordingly by either releasing the software code or opposing to an abusive request.

The Basic Escrow subscription includes an Escrow Service Agreement and a License Agreement between the Software Developer and the Beneficiary.

HOW DOES IT WORK ?

Our software escrow solution provides an enhanced level of security that sits on top of the basic escrow subscription and adds security features from our unique escrow encryption software.

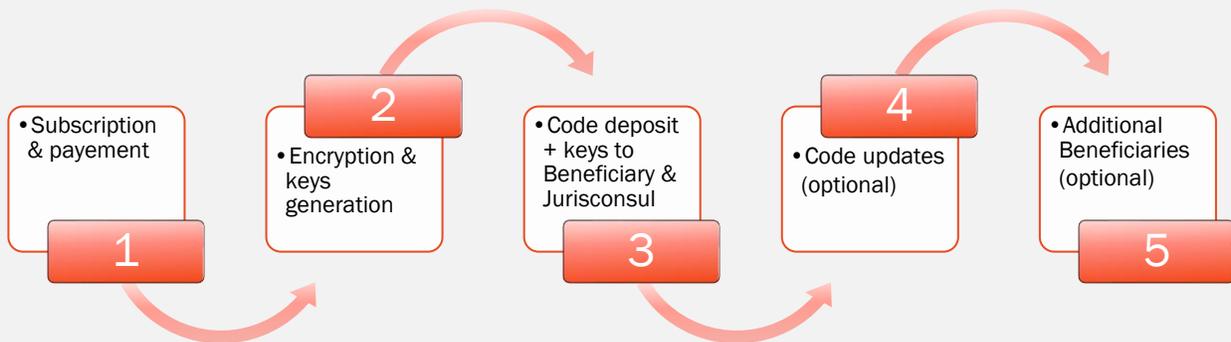
The main issue with escrow agreements in general, is the fact the intellectual property rights within the software code are uncertain once that code is released to the beneficiaries. Several issues may arise from this uncertainty such as third parties may attempt to block releases of the source code, incidentally jeopardizing beneficiaries' business continuity.

The software developer needs to ensure that software code is released cautiously and only for the purposes agreed in the escrow terms.

With a software escrow subscription, the source code has already been transferred to the client and the client holds a license to continue maintain and update the code according to its escrow agreement.

Escrow Agreement in five simple steps

The deposited code is encrypted with a double key; one is deposited to the Escrow Counsel (Jurisconsul) and the other is held by the Escrow Beneficiary (Developer's Client). **Both keys** are necessary to unencrypt the Software order when the Escrow Release Event occurs. This process ensures that no one (except the Software Developer) will materially be able to access the software if the Release Event has not occurred.



STEP 1

The Software Provider enters into an escrow agreement with the law firm Jurisconsul. The Software Provider names its client as a Beneficiary in terms of the escrow agreement.

STEP 2

A double key is generated and only one is given to Jurisconsul while the other to the Beneficiary.

STEP 3

Software Code is deposited in an encrypted manner at a location of the Provider's choosing. In order to be able to decrypt the software both keys are needed.

STEP 4

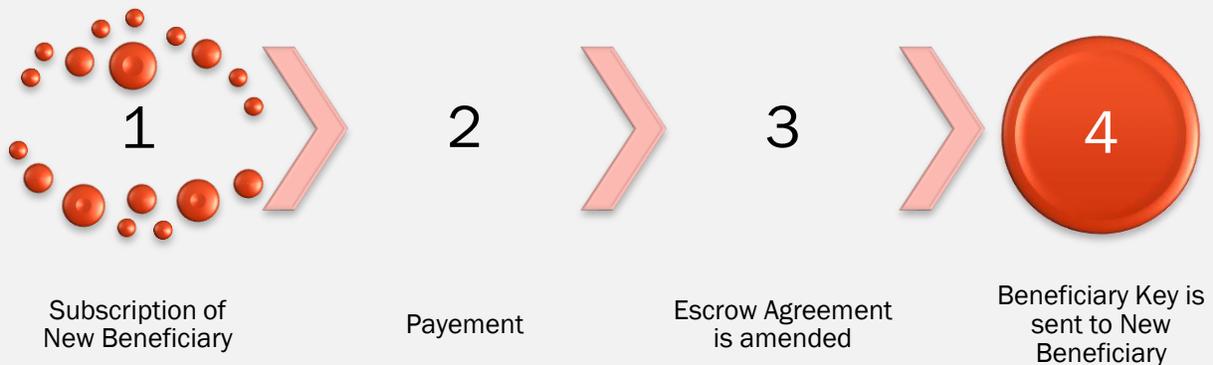
Software code is updated and pushed to the repository servers by the Software Developer upon an agreed frequency in the Escrow Agreement.

STEP 5

Additional Beneficiaries may be added, while Jurisconsul holds its key, until a release event under the Escrow Agreement occurs.

NEW BENEFICIARY (option)

It is possible to add a new Beneficiary to an existing Escrow Agreement through an additional fee. The Escrow Agreement will be amended to include the new Beneficiary. However, the Software Developer must use the same key given to the First Beneficiary as there can only be one pair of keys for each Escrow Agreement.



KEY RELEASE

When a disabling event occurs defined as an Escrow Release Event (in the Escrow Agreement), each Beneficiary can request the second key release held by Jurisconsul to decrypt the software code and pursue its maintenance. Jurisconsul verifies that the Release conditions in the Escrow are met and releases the key. If conditions are not met Jurisconsul refuses to release the key. A small incremental release fee is required from the Beneficiary to prevent abuses of release request process.



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