

SOFTWARE SOURCE CODE ESCROW AGREEMENT

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SOFTWARE SOURCE CODE ESCROW AGREEMENT, entered into in the City of,
Province of (insert name of province), Canada.

BETWEEN: V1 (name of individual), (occupation), domiciled and
residing at (insert civic number and street name), in the City of
..... (insert name of city), Province of (insert name of
province), (postal code);

OR

V2 (corporate or business name), a legal person duly incorporated
pursuant to the Act (name of statute under which the corporation was
incorporated), having its principal place of business at (insert civic
number and street name), in the City of (insert name of city), Province of
..... (insert name of province), (postal code);

OR

V3 (corporate or business name), a legal person duly incorporated
pursuant to the Act (name of statute under which the corporation was
incorporated), having its head or registered office at (insert civic number
and street name), in the City of (insert name of city), Province of
..... (insert name of province), (postal code), represented by
..... (name of representative), its (title of representative),
duly authorized for the purposes hereof;

OR

V4 (corporate or business name), a legal person, duly incorporated
pursuant to the Act (name of statute under which the corporation was
incorporated), having its head or registered office at (insert civic number
and street name), in the City of (insert name of city), Province of
..... (insert name of province), (postal code), and duly
registered under number (.....) in accordance with (insert
name of statute pursuant to which the entity is registered), represented by
(name of representative), its (title of representative), duly authorized for
the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole
director or board of directors]];

HEREINAFTER REFERRED TO AS “OWNER”;

AND: (identification of the licensee);

HEREINAFTER REFERRED TO AS “LICENSEE”;

OWNER	LICENSEE	DEPOSITARY

AND: (identification of the depositary);

HEREINAFTER REFERRED TO AS "DEPOSITARY";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

(A) OWNER conceived and developed (describe the application) software;

OR

OWNER is engaged in the business of software development;]

(B) LICENSEE wishes to use such software in the framework of its activities, inasmuch as OWNER can warrant it shall have access to the software's source code and related documentation (hereinafter referred to as the "Escrowed Goods"), in the event that the latter may not be able, for any reason whatsoever, to support the software after its implantation within LICENSEE's business;

OR

LICENSEE wishes to require OWNER's services to develop (describe the application) software;]

A license agreement has been entered into by OWNER and LICENSEE authorizing the use of such software;

OR

(C) A programming agreement has been entered into by OWNER and LICENSEE for the development of such software;]

(D) The license [or programming] agreement contains an undertaking by OWNER to issue a license allowing use of the Source Code and of the System Documentation and to deposit with a third party an identical copy of the latter;

OWNER	LICENSEE	DEPOSITARY