

This form protects Licensor by increasing Beneficiary enforcement costs. This is the form you need if you are escrowing source code for your Customer.

Form Outline  
**Software Escrow Agreement (Favors Licensor)**

**Article I - Recitals and Definitions**

- Section 1.01 - Recitals
- Section 1.02 - Definitions

**Article II- Agent Obligations**

- Section 2.01 - Source Code
- Section 2.02 - Escrow
- Section 2.03 - Grant of Sublicense
- Section 2.04 - Risk of Loss
- Section 2.05 - Confidentiality
- Section 2.06 - Copy of Sublicense
- Section 2.07 - Agent Consideration
- Section 2.08 - Enforcement of Licensing Restrictions

**Article III - Release and Fee**

- Section 3.01 - Release Notice
- Section 3.02 - Agent Fee

**Article IV - Licensor Rights and Obligations**

- Section 4.01 - Title
- Section 4.02 - No Warranty
- Section 4.03 - Licensor Consideration

**Article V - Termination and Indemnification**

- Section 5.01- Termination Limitation
- Section 5.02 - Termination by Licensee
- Section 5.03 - Termination by Agent
- Section 5.04 - Return of Source Code
- Section 5.05 - Indemnification

**Article VI - Miscellaneous**

- Section 6.01 - Assignments
- Section 6.02 - Entire License
- Section 6.03 - Equitable Remedies
- Section 6.04 - Amendments and Modifications
- Section 6.05 - Severability
- Section 6.06 - Captions

**Need Help?  
Have Questions?**  
Call  
**904-285-2521 x25**  
for **FREE**  
help with your form  
selection.

**Contract Review**

---

If you make  
changes to your  
contract and would  
like to have it  
reviewed by a  
Technology Lawyer,  
you can request a  
review for a  
Fixed Price.

---

See WebSite  
for Details

**MyTechnologyLawyer.com**

(continued)

Section 6.07 - Counterparts  
Section 6.08 - Governing Law  
Section 6.09 - Notice  
Section 6.10 - Pronouns/Gender  
Section 6.11 - Waiver  
Section 6.12 - Arbitration  
Section 6.13 - Assurances

**Remember: You are entitled to a FREE Consultation with a Technology Lawyer with each form purchased.**

## Top 10 Reasons Why You Should Use Our Contracts:

- Increase Sales -** Our contract templates for Sellers of Technology Services and Products structure the Seller/Buyer relationship to maximize revenue and increase sales for the Seller.
- Control Costs -** Our contract templates for Buyers of Technology Services and Products structure the Buyer/Seller relationship to give the Buyer control over the Seller budget and overall performance costs.
- Reduce Liability -** Our contract templates put cost control in your hands and include terms which will help you reduce liability and risk.
- Attention to Details -** Our contract templates are complete drafts that can be tailored to your needs. We offer free instructions, checklists and video walk-throughs highlighting key issues.
- Legal Experience -** We are a technology law firm that focuses on representing clients in e-Business. We have more than fifteen years of experience in technology law and serve as public advocates for technology policy issues.
- Draughon Lawyers -** Should you ever have a legal form or contract challenged, who better to represent you than the author of the contract? We provide free negotiating advice to help you accomplish your goals. We know our forms inside and out. What happens if you purchase a form elsewhere? You're on your own!
- Free Consultation -** Each form purchased includes a Free Consultation with a technology lawyer at Draughon Professional Association. [Click here to learn more.](#)
- No "Legalese" -** Our forms use short, compact sentence structures and definitions. Sections are topical and modular, typically requiring no more than 2-3 sentences each. This structure supports an understanding of the overall agreement as well as the meaning of each section. Agreements which are easy to understand and use are more easily drafted, negotiated and enforced.
- Advocacy -** Most of our contract templates are drafted to advocate the position of one side of the transaction. You pick the side of the transaction applicable to you!
- Contract Review -** If you make changes to your draft, you can have the revised agreement reviewed by a Draughon lawyer on a fixed price basis.