

Appendix F
Software Escrow Agreement

DIR-SDD-2093

This Escrow Agreement (the "Agreement") is entered into by and among AssetWorks Inc. ("Licensor"), a Delaware corporation with offices at 1777 N. E. Loop 410, Suite 1250, San Antonio, TX 78217; and

_____ ("Licensee"); and _____ ("Escrow Agent") with an effective date of _____.

This Agreement is entered into in furtherance of the provisions and objectives of DIR Contract No. DIR-SDD-2093 and Software License Agreement and Maintenance Agreement both dated _____, entered into between Licensor and Licensee, including all attachments thereto (hereinafter collectively referred to as the "Master Agreement").

The parties agree as follows:

1. SOURCE CODE

a. Licensor shall deposit within 30 days of the effective date of this Agreement one copy of source code and documentation relating to the Licensed Software described in the Master Agreement (collectively, the "Source Code") with an Escrow Agent selected by Licensor and reasonably acceptable to Licensee. In addition, Licensor shall deposit updates to the Source Code at any time during the term or any renewal term of this Agreement that Licensor issues a new version or release of the Source Code. Any replaced Source Code will be returned to the Licensor.

B. The Parties acknowledge that the Source Code is owned solely by Licensor. Use of the Source Code by Licensee is subject to the terms of the Software License Agreement included in Master Agreement and the terms of this Agreement.

2. VERIFICATION

Licensee shall have the right to inspect or otherwise reasonably assure itself of the contents of the Source Code provided (i) Licensee notifies the Licensor and Escrow Agent at least seven (7) days in advance of such inspection and (ii) Licensee provided non-disclosure statements reasonably acceptable to Licensor executed by the individuals who will inspect the Source Code on its behalf.

3. STORAGE OF DEPOSIT

Escrow Agent shall keep the Source Code in a security vault and exercise the same high standard of care to protect the Source Code which Escrow Agent would use to protect items of this nature which it might own, but in no event less than that standard of care customary in the industry.

4. USE AND NON-DISCLOSURE

Except as provided in this Agreement, Escrow Agent shall not disclose or make any use whatsoever of the Source Code, nor shall Escrow Agent disclose or make use of any information provided to Escrow Agent by Licensor or Licensee in connection with this Agreement without the prior written consent of Licensor and Licensee, respectively. These obligations shall continue indefinitely notwithstanding termination of this Agreement.

5. RECORDS AND AUDIT RIGHTS

Escrow Agent shall keep complete written records of the activities undertaken and materials prepared pursuant to this

Agreement. Upon reasonable notice to Escrow Agent during the term of this Agreement, Licensor and Licensee shall be entitled to inspect such records.

6. RELEASE OF SOURCE CODE

a. Licensee may request release of the Source Code upon the occurrence of one of the following events: (a) material breach or termination of the Master Agreement or this Agreement by Licensor or its successors in breach of the provisions of the Master Agreement or this Agreement; (b) failure of Licensor to continue to do business in the ordinary course; (c) failure of a trustee, including Licensor as debtor in possession, in any bankruptcy case hereinafter filed by or against Licensor to assume the Master Agreement and this Agreement within thirty (30) days after the filing of the bankruptcy petition.

b. Upon receipt of such a request, Escrow Agent shall immediately notify Licensor and provide Licensor with a copy of the request. Licensor shall have ten (10) business days from the receipt of such notice to notify Escrow Agent, with a copy to Licensee, that the release condition has not occurred, has been cured, or that the Licensor otherwise contests release of the Source Code. Failing such timely notice, Escrow Agent shall release a copy of the Source Code to Licensee. However, if Escrow Agent receives timely notice from Licensor, Escrow Agent shall not release a copy of the Source Code but shall instead institute the Dispute Resolution Process specified below.

7. DISPUTE RESOLUTION PROCESS

Dispute Terms are detailed in Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution.

8. LICENSE OF SOURCE CODE

In the event that a copy of the Source Code is authorized to be released to the Licensee, Licensee shall obtain a paid-up, irrevocable, nonexclusive, nontransferable license from Licensor to modify, maintain, and update the Source Code in order to use the Licensed Software identified in the Software License Agreement included in Attachment C to the Master Agreement. Except as identified above, Licensee's use of the Licensed Software shall continue to be controlled by the terms of the Software License Agreement included in Attachment C to the Master Agreement.

9. TERM AND TERMINATION

a. This agreement shall have an initial term of one year, renewable annually.

b. This agreement will terminate:

1. By mutual consent of the Licensor and Licensee;

2. By the Escrow Agent upon at least ninety (90) days notice to Licensor and Licensee, whereupon Licensor shall diligently attempt to identify a successor Escrow Agent reasonably acceptable to the Licensee;

3. Automatically, in the event that copies of the Source Code are released to Licensee in accordance with the terms of this Agreement.

4. Automatically, upon nonrenewal of the Agreement.

Except for termination under 9b3, upon expiration of this Agreement, Escrow Agent will, at Licensor's option, either destroy or return the Source Code to Licensor. All obligations of Escrow Agent under this Agreement shall

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terminate thereafter, except for those stated in the License of Source Code Section of this Agreement.

Approved and agreed to this ___ day of _____, 20__:

10. FEES

All fees shall be due from Licensor in full upon receipt of Escrow Agent's invoice. Fees shall be those specified in Escrow Agent's schedule of fees in effect for the initial term of this Agreement. To be effective, Escrow Agent must notify Licensor and Licensee at least ninety days (90) prior to expiration of the initial term (or any renewal term) of this Agreement of any scheduled increase for the succeeding renewal term.

Licensee Name: _____
By: _____
Print Name: _____
Title: _____

Licensee Name: _____
By: _____
Print Name: _____
Title: _____

Escrow Agent (Self or Third Party) _____:
By: _____
Print Name: _____
Title: _____

11. ACCOUNT REPRESENTATIVE

Licensor, Licensee and Escrow Agent shall each designate an authorized individual to receive notices and otherwise act on behalf of each party in connection with this Agreement. Representatives may be changed by written notice to the other parties.

12. NOTICES

All notices in connection with this Agreement shall be in writing addressed to the Account Representatives, shall be sent by certified mail, return receipt requested, and shall be effective forty-eight hours after deposit with the U.S. Postal Service.

13. AUTHENTICITY

Escrow Agent may act in reliance upon any instruction, instrument or signature believed to be genuine and may assume that it has been duly authorized.

14. HOLD HARMLESS

Licensor and Licensee agree that neither party shall bring any claim or action against Escrow Agent regarding the release or refusal to release a copy of the Source Code so long as Escrow Agent has acted in good faith and in accordance with this Agreement.

15. ENTIRE AGREEMENT

DIR Contract No. DIR-SDD-2093 and this Agreement constitutes the entire agreement between the parties concerning the subject matter and shall supersede all previous communications, representations, understandings, and agreements, either oral or written. Modifications to the Agreement may only be made by written instrument signed by the Parties. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-22093 will have precedence.

16. SEVERABILITY

If any provision of this Agreement is held by any court to be invalid or unenforceable, then that provision will be severed from this Agreement and the remaining provisions shall continue in force.

17. ASSIGNMENT

Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD-2093.

18. WAIVER

Waivers of any right under this Agreement shall only be effective if in writing signed by the party possessing the right.