

Terms of Service EscrowReady

These EscrowReady Terms of Service (hereinafter referred to as "EscrowReady Terms") govern your use of the service EscrowReady (hereinafter referred to as "EscrowReady"), offered and operated by Escrow365 B.V. (hereinafter referred to as "Escrow365"). The use of EscrowReady is subject to the terms and conditions of the MyEscrow365 Terms, as well as these EscrowReady Terms which are supplementary to the MyEscrow365 Terms. The EscrowReady Terms may be amended as provided in Clause 7 below.

General

- 1.1 The capitalized terms contained in these EscrowReady Terms shall have the meaning assigned to them in the MyEscrow365 Terms, unless a different meaning has been assigned to them in these EscrowReady Terms.
- 1.2 Upon your activation of EscrowReady via MyEscrow365, these EscrowReady Terms shall form a part of your Agreement with Escrow365. This means that, in addition to the MyEscrow365 Terms, these EscrowReady Terms are applicable to your use of EscrowReady.
- 1.3 In the event any provision of these EscrowReady Terms contradicts with any provision of the MyEscrow365 Terms, these EscrowReady Terms shall prevail.
- 1.4 By activating EscrowReady, you represent and warrant that you are legally authorized to bind the legal entity as indicated in the Account registration.

Clause 2 – Use of EscrowReady and the Escrow Agreement

- 2.1 After activating EscrowReady, and after fulfilment of any further requirements or conditions as stated by Escrow365, including completing the required fields during the activation procedure, Escrow365 shall provide you with access to EscrowReady, as detailed on MyEscrow365.
- 2.2 EscrowReady allows you to store a backup of your software source code by way of connecting your GIT repository with MyEscrow365, or via a manual deposit of the source code. In turn, Escrow365 transfers your software source code to a secured environment solely for storage and custodial purposes. During registration on MyEscrow365 or at activation of EscrowReady, you can select the geographical storage region in which your software source code will be stored. If the terms of an Escrow Agreement indicate that a different storage region is applicable in relation to the Escrow Agreement, Escrow365, or its Affiliate (insofar applicable), is allowed to relocate the Material to the storage region applicable to the Escrow Agreement.
- 2.3 Optionally, EscrowReady enables you to set up an escrow arrangement and establish a separate, additional Escrow Agreement regarding the paid software escrow services of Escrow365, or any of its Affiliates by way of MyEscrow365. Registered third parties, typically your end-users or other stakeholders, are specified in the Escrow Agreement as beneficiaries of the software source code. The software source code will only be available to beneficiaries upon occurrence of a Release Event as further detailed in the Escrow Agreement to be agreed between you and the beneficiary.
- 2.4 Activation of EscrowReady does not guarantee the successful conclusion of Escrow Agreements or guarantee or provide rights to receipt of other escrow arrangements and services offered by Escrow365 and/or its Affiliates, as this is at all times dependent upon the parties' mutual agreement of the applicable terms and conditions.

Clause 3 – Obligations

- 3.1 You are obliged to do everything that is reasonably required and desired to ensure the accuracy and completeness of the information and Material you provide to enable Escrow365 to provide MyEscrow365 and the Platform Services in a timely manner. In particular, you will ensure that all information designated by Escrow365 as essential and information which you should reasonably understand that it is required to provide MyEscrow365 and the Platform Services, is provided to Escrow365 in a timely fashion. It is your responsibility and obligation to ensure that the information and Material up to date.

- 3.2 You may only upload software source code to MyEscrow365, including any documentation and instructions necessary to maintain, interpret, compile, install, and execute. You are forbidden to upload any other (e.g., production) data to MyEscrow365. In particular, you represent and warrant that the Material you upload to MyEscrow365 does not contain personal data as meant in the European Data Protection Regulation.
- 3.3 Should Escrow365 discover that you violate any of the above, You represent and warrant that you are entitled to transfer the Material to Escrow365 and agree to indemnify and hold harmless Escrow365 from and against any and all claims against Escrow365 (including third party claims) arising from or related to the Material as uploaded, used, and/or distributed by or through MyEscrow365 and/or the Platform Services.

Clause 4 – Intellectual property rights

- 4.1 You are entitled to make use of the EscrowReady brand name, logos and other marketing collateral made available by Escrow365 in your Account, in accordance with the guidelines as provided by Escrow365. EXPRESS LICENSE GRANT You will also be able to make use of (future) promotional activities initiated by Escrow365. Escrow365, at its own discretion, is entitled to revoke the license as granted in this paragraph. Upon first request, you shall cease using the materials as referred to in this paragraph.
- 4.2 You grant Escrow365 a limited right to use your company or brand name and logo for referral purposes only on the Escrow365 website and in external communications.

Clause 5 – Confidential information

- 5.1 Both you and Escrow365 will treat as confidential the information it receives, of which the receiving party knows or should reasonably assume was intended to be confidential (including but not limited to the Materials provided by you).
- 5.2 This article will not apply to any information which:
 - a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party in breach of the Agreement;
 - b) was within the receiving party's possession prior to its disclosure to it by or on behalf of the disclosing party;
 - c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party not under obligation to keep such information confidential; or
 - d) is developed independently by the receiving party.
- 5.3 In the event that a receiving party becomes legally compelled to disclose any confidential information provided pursuant to the Agreement, such receiving party will provide the disclosing party with prompt written notice so that disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the Agreement.

Clause 6 – Compensation for the EscrowReady service

- 6.1 EscrowReady is offered completely at no charge.

Clause 7 – Changes to EscrowReady Terms

- 7.1 Escrow365 may change or add to these EscrowReady Terms at any time.
- 7.2 Escrow365 shall, where reasonably possible, announce through MyEscrow365 changes or additions at least thirty (30) days before these changes or additions taking effect.
- 7.3 If you do not want to accept a change or addition, you can object to the changes or additions in writing within fourteen (14) days after the notification as stated in the paragraph above. In such a case, Escrow365 shall contact you to discuss the objection and parties shall use all efforts to resolve the issue. Changes of minor importance, changes pursuant to law and changes for your benefit, may be made at any time with immediate effect without notice and without you having the right to object. Use of EscrowReady after the date of effect shall constitute your acceptance of the changed or added terms and conditions.

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