

- 4.3 The Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. The Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in clause 8.
- 4.4 The Escrow Agent has the right to make such copies of the Escrow Materials as may be necessary solely for the purposes of this Agreement.

5. Payment

- 5.1 The parties shall pay the Escrow Agent's standard fees and charges as published from time to time or as otherwise agreed, in the proportions set out in Schedule 2. The Escrow Agent's fees as published are exclusive of value added tax.
- 5.2 The Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 5.3 All invoices are payable within thirty (30) days from the date of invoice. The Escrow Agent reserves the right to charge interest in respect of the late payment of any sum due under this Agreement (both before and after judgement) at the rate of 2% per annum over the prevailing base rate of HSBC Bank Plc accruing on a daily basis from the due date therefor until full payment.

6. Release Events

- 6.1 Subject to: (i) the remaining provisions of this clause 6 and (ii) the receipt by the Escrow Agent of its release fee and any other fees and interest (if any) outstanding under this Agreement, the Escrow Agent will release the Escrow Materials to a duly authorised officer of the Purchaser if any of the following events ("**Release Event(s)**") occur:
- 6.1.1 if the Manufacturer is a company:
- 6.1.1.1 an order is made for the winding up of the Manufacturer, the Manufacturer passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of the Manufacturer is appointed; or
- 6.1.1.2 an order is made for the appointment of an administrator of the Manufacturer or an administrator of the Manufacturer is appointed; or
- 6.1.1.3 the Manufacturer enters into a compromise or arrangement with creditors; or
- 6.1.1.4 the Manufacturer has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or
- 6.1.1.5 the Manufacturer is dissolved; or
- 6.1.2 if the Manufacturer is an individual:
- 6.1.2.1 the Manufacturer enters into a compromise or arrangement with creditors; or
- 6.1.2.2 the Manufacturer is declared bankrupt; or
- 6.1.2.3 the Manufacturer dies; or

- 6.1.3 if the Manufacturer is a partnership:
- 6.1.3.1 any of the partners in the Manufacturer are declared bankrupt or enter into a compromise or arrangement with creditors; or
 - 6.1.3.2 the Manufacturer is wound up or dissolved; or
 - 6.1.3.3 the Manufacturer enters into a compromise or arrangement with creditors; or
 - 6.1.3.4 a partnership administration order is made in respect of the Manufacturer; or
- 6.1.4 any similar or analogous proceedings or event to those in clauses 6.1.1 to 6.1.3 above occurs in respect of the Manufacturer within any jurisdiction outside England; or
- 6.1.5 the Manufacturer ceases to carry on its business or the part of its business which relates to the Escrow Materials; or
- 6.1.6 the Manufacturer assigns its rights to the Intellectual Property Rights in the Escrow Materials to a third party ("**Assignee**") and the Assignee fails, within 60 days of all parties' knowledge of such assignment, to continue escrow protection for the benefit of the Purchaser by failing to enter into either:
- 6.1.6.1 a novation agreement with the Purchaser and the Escrow Agent for the assumption of the Manufacturer's rights and obligations under this Agreement by the Assignee; or
 - 6.1.6.2 a new escrow agreement with the Purchaser for the Escrow Materials which offers the Purchaser substantially similar protection to that provided by this Agreement without significantly increasing the overall cost to the Purchaser,
- provided that if the Assignee offers to enter into a novation or new escrow agreement within sixty (60) days of all parties' knowledge of the assignment and the Purchaser fails to accept the Assignee's offer within thirty (30) days of such offer being notified to the Purchaser, there shall be no Release Event under this clause; or
- 6.1.7 the Manufacturer or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations under the relevant Licence Agreement or any maintenance agreement entered into in connection with the Escrow Materials and has failed to remedy such default as required by the terms of the Licence Agreement or such maintenance agreement.
- 6.2 The Purchaser must notify the Escrow Agent of the Release Event specified in clause 6.1 by delivering to the Escrow Agent a statutory or notarised declaration ("**Declaration**") made by an officer of the Purchaser declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the Licence Agreement and any maintenance agreement, if relevant, for the Escrow Materials was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Declaration as the Escrow Agent shall reasonably require.
- 6.3 Upon receipt of a Declaration from the Purchaser claiming that a Release Event has occurred:

- 6.3.1 the Escrow Agent shall submit a copy of the Declaration to the Manufacturer by courier or other form of guaranteed delivery; and
- 6.3.2 unless within fourteen (14) days after the date of despatch of the Declaration by the Escrow Agent, the Escrow Agent receives a counter-notice signed by a duly authorised officer of the Manufacturer stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

The Escrow Agent will release the Escrow Materials to the Purchaser for its use for the Release Purposes.

- 6.4 Upon receipt of the counter-notice from the Manufacturer under clause 6.3.2, the Escrow Agent shall send a copy of the counter-notice and any supporting evidence to the Purchaser by courier or other form of guaranteed delivery.
- 6.5 Upon receipt by the Purchaser of the counter-notice from the Escrow Agent or, in any event, within ninety (90) days of despatch of the counter-notice by the Escrow Agent, the Purchaser may give notice to the Escrow Agent that they wish to invoke the dispute resolution procedure under clause 7.
- 6.6 If, within ninety (90) days of despatch of the counter-notice by the Escrow Agent to the Purchaser, the Escrow Agent has not been informed by the Purchaser that they wish the dispute resolution procedure under clause 7 to apply, the Declaration submitted by the Purchaser will be deemed to be no longer valid and the Purchaser shall be deemed to have waived their right to release of the Escrow Materials for the particular reason or event specified in the original Declaration.
- 6.7 For the avoidance of doubt, where a Release Event has occurred under clauses 6.1.1 to 6.1.5, a subsequent assignment of the Intellectual Property Rights in the Escrow Materials shall not prejudice the Purchaser's right to release of the Escrow Materials and its use for the Release Purposes.

7. Disputes

- 7.1 The Escrow Agent shall notify the Manufacturer of the Purchaser's request for dispute resolution. Unless the Manufacturer or the Purchaser objects, the Escrow Agent's Chief Executive Officer for the time being will appoint an Independent Expert to resolve the dispute. If the Manufacturer or the Purchaser objects to this appointment, they shall endeavour to appoint a mutually acceptable Independent Expert within seven (7) days of registering their objection. If they fail to appoint an Independent Expert within this seven (7) day period, the Escrow Agent shall request that the President of The Law Society appoints an Independent Expert to resolve the dispute. Any appointment of an Independent Expert under this clause shall be binding upon the parties.
- 7.2 Within five (5) working days of the appointment of the Independent Expert, the Manufacturer and the Purchaser shall each provide full written submissions to the Independent Expert together with all relevant documentary evidence in their possession in support of their claim.
- 7.3 The Independent Expert shall be requested to give a decision on the matter within fourteen (14) days of the date of referral or as soon as practicable thereafter and to send a copy of that decision to the Manufacturer, Purchaser and the Escrow Agent. The Independent Expert's decision shall be final and binding on all parties and shall not be subject to appeal to a court in legal proceedings except in the case of manifest error.

- 7.4 If the Independent Expert's decision is in favour of the Purchaser, the Escrow Agent is hereby authorised to release and deliver the Escrow Materials to the Purchaser within five (5) working days of the decision being notified by the Independent Expert to the parties.
- 7.5 The parties hereby agree that the costs and expenses of the Independent Expert shall be borne by the party against whom the decision of the Independent Expert is given.

8. Confidentiality

- 8.1 The Escrow Materials shall remain at all times the confidential and intellectual property of its owner.
- 8.2 Subject to the terms of the Licence Agreement, in the event that the Escrow Agent releases the Escrow Materials to the Purchaser, the Purchaser shall be permitted to use the Escrow Materials only for the Release Purposes.
- 8.3 The Escrow Agent agrees to keep all Confidential Information relating to the Escrow Materials that comes into its possession or to its knowledge under this Agreement in strictest confidence and secrecy. The Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing, will not disclose or release it other than in accordance with the terms of this Agreement.

9. Intellectual Property Rights

- 9.1 The release of the Escrow Materials to the Purchaser will not act as an assignment of any Intellectual Property Rights that the Manufacturer or any third party possesses in the Escrow Materials.
- 9.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in the Escrow Agent. The Manufacturer and the Purchaser shall each be granted a non-exclusive right and licence to use such report for the purposes of this Agreement and their own internal purposes only.

10. Integrity Testing and Full Verification

- 10.1 The Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Materials received by the Escrow Agent under this Agreement.
- 10.2 As soon as practicable after the Escrow Materials has been deposited with the Escrow Agent, the Escrow Agent shall apply its Integrity Testing processes to the Material.
- 10.3 Any party to this Agreement shall be entitled to require the Escrow Agent to carry out a Full Verification. Subject to clause 10.4, the Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by the Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 10.4 If the Escrow Materials fail to satisfy the Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, the Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by the Manufacturer.
- 10.5 Should the Escrow Materials deposited fail to satisfy the Escrow Agent's Integrity Testing or Full Verification tests under clauses 10.2 or 10.3, the Manufacturer shall, within fourteen (14) days of the receipt of the notice of test failure from the Escrow Agent, deposit such new,

corrected or revised Escrow Materials as shall be necessary to ensure its compliance with its warranties and obligations in clause 2. If the Manufacturer fails to make such deposit of the new, corrected or revised Escrow Materials, the Escrow Agent will issue a report to the Purchaser detailing the problem with the Escrow Materials as revealed by the relevant tests.

11. The Escrow Agent's Liability

- 11.1 Nothing in this clause 11 excludes or limits the liability of the Escrow Agent for:-
- 11.1.1 fraud or fraudulent misrepresentation;
 - 11.1.2 death or personal injury caused by the Escrow Agent's (or its employees', agents' or sub-contractors') negligence; or
 - 11.1.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Without prejudice to clauses 11.1.1 to 11.1.3(inclusive), the following provisions set out the entire financial liability of the Escrow Agent (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.

- 11.2 The Escrow Agent shall not be liable for any loss or damage caused to the other parties except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by the Escrow Agent, its employees, agents or sub-contractors in performing its obligations under this Agreement and in such event the Escrow Agent's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement, shall be limited to £2,500,000 (two million five hundred thousand pounds).

- 11.3 Subject to clause 11.1 the Escrow Agent shall not be liable to the other parties for any;
- 11.3.1 indirect, consequential and/or special loss or damage;
 - 11.3.2 loss of profit (direct or indirect);
 - 11.3.3 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 11.3.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);
 - 11.3.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect); and/or
 - 11.3.6 loss or damage arising out of any failure by the Manufacturer to keep full and up to date back-ups and security copies of any Escrow Materials delivered under this Agreement,

arising out of or in connection with this Agreement, whether in contract, tort,

misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Escrow Agent's obligations under this Agreement.

- 11.4 The Escrow Agent shall not be liable in any way to the Manufacturer or the Purchaser for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 11.5 The Escrow Agent shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Manufacturer or the Purchaser to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorised execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

12. Indemnity

- 12.1 Save for any claim falling within the provisions of clause 11.1.1, the Manufacturer and the Purchaser jointly and severally agree at all times to indemnify and hold harmless the Escrow Agent in respect of all of its legal and all other costs, fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Manufacturer and the Purchaser in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Manufacturer shall assume all liability and shall at all times indemnify and hold harmless the Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by the Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of the Escrow Agent in respect of the Escrow Materials as contemplated under this Agreement.

13. Term and Termination

- 13.1 This Agreement shall continue until terminated in accordance with this clause 13.
- 13.2 If the Manufacturer or the Purchaser, as the case may be, fails to pay an invoice addressed to it for services under this Agreement within thirty (30) days of its issue, the Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within thirty (30) days. If the Purchaser has not paid its invoice by the expiry of the thirty (30) day notice period, this Agreement will automatically immediately terminate. If the Manufacturer has not paid its invoice by the expiry of the thirty (30) day notice period, the Escrow Agent will give the Purchaser a period of 15 days to pay the Manufacturer's invoice. If the Manufacturer's invoice has not been paid by the expiry of the fifteen (15) day optional payment period given to the Purchaser, this Agreement will automatically immediately terminate. Any amounts owed by the Manufacturer but paid by the Purchaser will be recoverable by the Purchaser direct from the Manufacturer as a debt and, if requested, the Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 13.3 Upon termination under the provisions of clause 13.2, for thirty (30) days from the date of termination the Escrow Agent will make the Escrow Materials available for collection by the

Manufacturer or its agents from the premises of the Escrow Agent during office hours. After such thirty (30) day period the Escrow Agent will destroy the Escrow Materials.

- 13.4 Notwithstanding any other provision of this clause 13, the Escrow Agent may terminate this Agreement by giving thirty (30) days written notice to the Manufacturer and the Purchaser. In that event, the Manufacturer and the Purchaser shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within fourteen (14) days of delivery of such notice, the Manufacturer or the Purchaser shall be entitled to request the President for the time being of the British Computer Society (or successor body) to appoint a suitable new custodian upon such terms and conditions as he/she shall require. Such appointment shall be final and binding on the Manufacturer and the Purchaser. If the Escrow Agent is notified of the new custodian within the notice period, the Escrow Agent will forthwith deliver the Escrow Materials to the new custodian. If the Escrow Agent is not notified of the new custodian within the notice period, the Escrow Agent will return the Escrow Materials to the Manufacturer.
- 13.5 The Purchaser may terminate this Agreement at any time by giving written notice to the Escrow Agent. Upon such termination, the Escrow Agent will return the Escrow Materials to the Manufacturer.
- 13.6 If the Escrow Agent discovers that a Release Event has occurred and the Purchaser has failed to exercise its right to claim for release of the Escrow Materials under clause 6.2, the Escrow Agent shall have the right to terminate this Agreement upon thirty (30) days written notice to the Manufacturer and the Purchaser. The Purchaser shall have the option of applying for release in accordance with clause 6 during this notice period, but if it fails to do so, upon the expiry of this notice period, this Agreement shall automatically terminate and, unless otherwise instructed by the Manufacturer or the Assignee prior to expiry of the notice period, the Escrow Agent shall destroy the Escrow Materials.
- 13.7 If the Intellectual Property Rights in the Escrow Materials have been assigned to a third party and the proviso in clause 6.1.6 applies such that there has been no Release Event under that clause, the Escrow Agent shall be entitled to terminate this Agreement immediately by written notice to the Manufacturer and the Purchaser and upon such termination, unless otherwise instructed by the Manufacturer or the Assignee, the Escrow Agent shall destroy the Escrow Materials.
- 13.8 Subject to earlier termination in accordance with the provisions of clauses 13.2, 13.4 to 13.7 inclusive and 13.9 to 13.11 inclusive, this Agreement shall terminate on the Expiry Date. Upon termination under this clause, the Escrow Agent shall return the Escrow Materials to the Manufacturer.
- 13.9 The Manufacturer may only terminate this Agreement with the written consent of the Purchaser.
- 13.10 This Agreement shall automatically immediately terminate upon release of the Escrow Materials to the Purchaser in accordance with clause 6.
- 13.11 If this Agreement is superseded and replaced by a new agreement in respect of the Escrow Materials, this Agreement shall, upon the coming into force of the new agreement, automatically terminate. The relevant party or parties shall request the Escrow Agent to either transfer the Escrow Materials to the new agreement or ask the owner under the new agreement to deposit new material. If new material is deposited, upon its receipt, the Escrow Agent shall, unless otherwise instructed, destroy the Escrow Materials.
- 13.12 The provisions of clauses 1, 3.2, 3.3, 5, 8, 9, 10.1, 11, 12, 13.12 to 13.14 (inclusive) and 14 shall

continue in full force after termination of this Agreement.

- 13.13 On and after termination of this Agreement, the Manufacturer and/or the Purchaser (as appropriate) shall remain liable to the Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 13.14 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

14. General

- 14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- 14.1.1 a change of its name, registered office, contact address or other contact details; and
- 14.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement.
- 14.2 Within fourteen (14) days of any assignment or transfer by the Manufacturer of any part of its Intellectual Property Rights in the Escrow Materials, the Manufacturer shall notify:
- 14.2.1 The Escrow Agent and the Purchaser of such assignment and the identity of the Assignee; and
- 14.2.2 the Assignee of the provisions of clause 6.1.6.
- 14.3 The formation, existence, construction, performance, validity and all other aspects of this Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 14.4 This Agreement, together with the Order Form and any relevant the Escrow Agent standard terms and conditions represent the whole agreement relating to the escrow arrangements between the Escrow Agent and the other parties for the Escrow Materials and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the terms of this Agreement shall prevail.
- 14.5 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if despatched by first class recorded delivery (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by first class recorded delivery (airmail if overseas), 2 business days after posting (6 days if sent by airmail);
- (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

- 14.6 The Manufacturer and the Purchaser shall not assign, transfer or subcontract this Agreement or any rights or obligations thereunder without the prior written consent of the other parties.
- 14.7 The Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both the Manufacturer and the Purchaser.
- 14.8 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.9 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 14.10 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 14.11 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 14.12 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.13 This Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.
- 14.14 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of **EKE-ELECTRONICS LTD**

Name:
|

Position: | (Authorised Signatory)

Signed for and on behalf of **TRANSPORT FOR LONDON**

Name: |
.....

Position: | (Authorised Signatory)

Signed for and on behalf of **THE ESCROW AGENT ESCROW LIMITED**

Name: |
.....

Position: | (Authorised Signatory)

Schedule 1**NOT USED****Schedule 2****The Escrow Agent's Fees**

	DESCRIPTION	OWNER	LICENSEE
1	Annual Fee (payable on completion of this Agreement and in advance of each anniversary thereafter)	100%	Nil
2	Scheduled Update Fee (2 nd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	100%	Nil
3	Unscheduled Update Fee (per unscheduled deposit)	100%	Nil
4	Release Fee (plus the Escrow Agent's reasonable expenses)	100%	Nil

Additional fees will be payable to the Escrow Agent by the Purchaser (unless otherwise agreed between the parties) for the following where applicable:

- Storage Fee for deposits in excess of 1 cubic foot;
- Any novation or replacement of this Agreement at the request of the Manufacturer or the Purchaser;
- Integrity Testing Fee for deposits consisting of more than 5 media items.

Schedule 3**Licence Agreement**

Manufacture, Supply and Services Agreement between the Purchaser and the Manufacturer, dated on or around 5 December 2016

SCHEDULE 14: QUENSH

1. For purposes of this Schedule 14 the Purchaser shall be referred to as the "**Client**" and the Manufacturer shall be referred to as the "**Supplier**".
2. The Client has provided in the document titled "SKM_C224e16040115550 – F0780 – Contract Menu – Data Transmission System" (attached at Appendix 1 of this Schedule 14) (the "**Contract Menu**") an evaluation of the scope of the works to be provided under this Agreement in the "identified by the client" column by selecting 'Y' or 'N'. The Client has provided information and assumptions in the "other documents / comments" column where applicable. The Client has signed and dated the "Client menu (Invitation to Tender)" on the last page of the Contract Menu.
3. The Parties shall comply with the Contract Menu, and the Supplier shall procure that all of its Subcontractors comply with the Contract Menu, for the duration of this Agreement.
4. The Contract Menu shall be subject to project version and document control. Any queries in relation to the contract QUENSH conditions selected on the Contract Menu are to be referred to the Client representative. Any amendments to the Contract Menu shall be made in accordance with the Variation Procedure.

Appendix 1: Contract Menu