

E. SOURCE CODE ESCROW:

1. ESCROW OF SOURCE CODE:

During the term of this Agreement, subject to payment by COUNTY of all escrow fees,

CONTRACTOR shall keep on deposit in a source code escrow, a copy of the Source Code to the most current version of the CONTRACTOR System Software delivered to COUNTY pursuant to this Agreement. The escrow agent shall be *Iron Mountain located 745 Atlantic Ave, Boston MA 02111 (it's what has been used lately)*. The escrow shall be maintained pursuant to Iron Mountain current standard Preferred Technology Escrow Agreement (or such other Iron Mountain form of agreement mutually agreed to by the parties).

2. RELEASE OF SOURCE CODE:

Said escrow shall provide for release of the Source Code to COUNTY under a restricted license for Maintenance and Support (as that phrase is defined below), only upon the occurrence of one of the following conditions:

- a. CONTRACTOR's failure to carry out or to provide for the carrying out of maintenance and support obligations imposed upon it pursuant to this Agreement, and/or any System Software Support Agreement in force between COUNTY and DATATECH911, or
- b. CONTRACTOR's failure to continue to do business in the ordinary course without providing an alternate source of maintenance and support.

3. FEES FOR SOURCE CODE ESCROW:

Fees for Source Code Escrow shall be paid to CONTRACTOR by COUNTY as identified in Section VIII.A of this Agreement for the first year of such escrow and, for subsequent years, pursuant to DSI's current escrow fee schedule. In the event COUNTY fails to pay such fees, and during the duration of such failure, CONTRACTOR shall be relieved from its obligations under this Source Code Escrow provision.