



Source Code Handover and Escrow Agreement

Agreement _____ · Date _____

1. Parties

This agreement is between **PandaDev** ("the Studio", support@pandadevhub.com) and _____ ("the Client", _____). It supports the main agreement for the software named below ("the Software").

Software: _____

2. The deposit

The Studio keeps an up-to-date copy of the following ("the Deposit"):

- the complete source code of the Software, including database migrations and configuration templates (without live secrets);
- build and deployment instructions;
- a list of third-party services, accounts and licences the Software depends on;
- technical documentation sufficient for a competent developer to run and maintain the Software.

3. Where the Deposit is kept

The Deposit is kept in _____ (e.g. a private repository the Client can be given access to, or an escrow agent). It is updated within **10 business days** of each production release, and at least every 3 months.

4. Release events

The Client is entitled to receive the Deposit if:

- the Studio stops trading, becomes insolvent or is wound up;
- the Studio stops supporting the Software and does not arrange a replacement within 30 days of the Client's written request;
- the Studio seriously breaches its support obligations and does not fix the breach within 30 days of written notice.

5. Release

On a release event, the Studio (or the escrow agent) delivers the Deposit to the Client within **10 business days**, together with the access the Client needs to hosting, domains and other accounts held for the Client.

6. Use after release

After release, the Client may use, copy and modify the Deposit only to run, maintain and develop the Software for its own business, and may hire others to do so. The Studio's general tools and libraries included in the Deposit remain the Studio's property under the licence in

the main agreement.

7. Fees

The deposit service costs _____ per year (or is included in the Client's monthly plan).
Fees of an escrow agent, if used, are paid by _____.

8. Confidentiality

The Deposit is the Studio's confidential information until it is released, and the Client keeps it confidential afterwards.

9. General

This agreement lasts as long as the main agreement or the Studio's support of the Software. It is governed by the laws of the place where the Studio is registered. Electronic signatures are binding.

Signatures

CLIENT

Name:

Date:

FOR THE STUDIO

Name:

Date: