

Exhibit 6 SOURCE CODE ESCROW AGREEMENT

ESCROW AGREEMENT dated as of this _____ day of _____, 2015, by and among _____, organized and existing under the laws of the State of _____, and having its principal place of business at _____ (hereinafter "Licensor"); King County, organized and existing under the laws of the State of Washington and having its principal place of business at 516 Third Ave, Room W-1034, Seattle, WA (hereinafter the "County"); and _____, organized and existing under the laws of the State of Washington and having its principal place of business at _____ (hereinafter the "Escrow Agent").

WITNESSETH:

WHEREAS, the Licensor and the County have entered into a software agreement (hereinafter "License Agreement") dated _____, a copy of which is appended hereto and made a part hereof, pursuant to which the Licensor has licensed to the County certain computer software, including all updates, improvements, and enhancements thereof from time to time developed by the Licensor, and such additional program changes as the County may order from the Licensor from time to time, and all documentation therefor developed by the Licensor (hereinafter collectively referred to as the "Product"); and

WHEREAS, it is the policy of the Licensor not to disclose the source codes and related documentation (hereinafter collectively referred to as the "Source Code") for the Product to its customers except as provided in an applicable Escrow Agreement; and

WHEREAS, Licensor and the County agree that upon the occurrence of certain events described in Section 3(a) below, the County shall be able to obtain the Source Code and all revisions thereof, and accordingly, the Licensor agrees to deliver said Source Code to the Escrow Agent;

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensor, the County, and the Escrow Agent hereby act and agree as follows:

1. Deposits

The Escrow Agent, as a safekeeping escrow agent, agrees to accept from the Licensor the Source Code. The Escrow Agent will issue to the Licensor a receipt for the Source Code upon delivery. The Source Code held by the Escrow Agent shall remain the exclusive property of the Licensor, and the Escrow Agent shall not use the Source Code or disclose the same to any third party except as specified herein. The Escrow Agent will hold the Source Code in safekeeping at its offices hereinabove indicated unless and until the Escrow Agent receives notice pursuant to the terms of this Agreement that the Escrow Agent is to deliver the Source Code to the County or Licensor, in which case the Escrow Agent shall deliver the Source Code to either Licensor or the County pursuant to the provisions of this Escrow Agreement.

2. Representations of Licensors to the County

Licensors represent and warrant to the County that:

- (a) The material described in the attached Schedule A constitutes the Source Code and documentation for the Product licensed to the County pursuant to the License Agreement.
- (b) The Source Code delivered to the Escrow Agent is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full source language statement of the program or programs comprising the Product and complete program maintenance documentation, including all flow charts, schematics, and annotations which comprise the precoding detailed design specifications, and all other material necessary to allow a reasonably skilled third party programmer or analyst to maintain or enhance the Product without the help of any other person or reference to any other material.
- (c) The Licensors will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human-readable program for the then current release of the Product.

3. Notice of Default

- (a) The Licensors shall be deemed to be in default of its responsibilities to County if:
 - (i) the Licensors are not able, at any time during the performance of Contract _____, to continue the contract for any reason, including, but not limited to, termination for non-performance; default in performance; or sale, assignment, or transfer of ownership of Contract _____ without the written authorization of the County; or
 - (ii) the Licensors are unable, at any time during the warranty period specified in the License Agreement, to correct any malfunction, defect, or nonconformity in any Product which prevents such Product from functioning in accordance with the applicable specifications, documentation, performance criteria, and other warranties and descriptions provided in the License Agreement, within 7-10 business days after the County's notification to Licensors specifying, in reasonable detail, how the Product fails to conform; or
 - (iii) the Licensors are unable to discharge any of its maintenance obligations with respect to any Product in accordance with the warranties or other standards for such maintenance set forth in any software maintenance agreement from time to time in effect between the Licensors and the County, within 7-10 business days after County's notification specifying in reasonable detail how the Product is not being maintained properly; or
 - (iv) the sale, assignment, or other transfer by the Licensors, without the prior written consent of the County, of such of the Licensors' rights in the Product as would prevent the Licensors from the discharge of its obligations with respect to the

performance of the Product under the License Agreement during the warranty period, or from the discharge of its maintenance obligations with respect to the Product under any software maintenance agreement from time to time in effect between Licensors and County; or

- (v) the Licensors become insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers, or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise, and County has compelling reasons to believe that such event(s) will cause Licensors to fail to meet its requirements under Contract _____, or warranty and maintenance obligations in the foreseeable future.
- (b) The County shall give written notice (the "Notice of Default") to the Escrow Agent of any default by the Licensors. The Notice of Default shall, at the minimum, (i) be labeled "Notice of Default," (ii) identify the License Agreement and this Escrow Agreement, (iii) specify the nature of the default, (iv) identify the Source Code with specificity, and (v) demand the delivery of the Source Code to the County.
- (c) Upon receipt of the Notice of Default, the Escrow Agent shall send a copy of the source code to the Licensors by certified or registered mail, postage prepaid, return receipt requested. If the Licensors desire to dispute the Notice of Default, the Licensors shall, within 7-10 days after the receipt of the copy of the Notice of Default from the Escrow Agent, deliver to the Escrow Agent with a copy to the County an Affidavit stating that no default has occurred, whereupon the provisions of Paragraph 5 hereof will become applicable. If the Escrow Agent receives the Affidavit within said 7-10 days, the Escrow Agent shall continue to hold the Source Code in accordance with this Escrow Agreement. If the Escrow Agent does not receive the Affidavit within said 7-10 days, the Escrow Agent is authorized and directed to deliver the Source Code to the County.

4. Notice of Termination

Upon the termination of the License Agreement for reasons other than non-performance or default on Contract _____, failure to perform the warranty provisions or other events as more completely described in paragraph 3 herein, the Licensors may obtain the return of the Source Code by furnishing written notice of the termination, agreed to by authorized and notarized signature of the County.

5. Disputes

- (a) In the event that Licensors file the required affidavit with the Escrow Agent in the manner and within the time period set forth in Paragraph 3(c) hereof, or if the County shall fail to agree that the License has been terminated, the Escrow Agent shall not release the Source Code to either party except in accordance with (i) a mediation agreement as hereinafter provided; (ii) receipt of an agreement with authorized and

notarized signatures of both Licensor and County, authorizing the release of the Source Code to one of the parties; or (iii) a final decision by the King County Superior Court.

- (b) Disputes arising under this Agreement shall be referred immediately to mediation. The mediation shall be conducted in Seattle, Washington. The Escrow Agent shall give prompt effect to any authenticated mediation agreement, notwithstanding the right of either party to seek, in King County Superior Court, enforcement or a stay of the mediation agreement based solely upon the failure of either party to comply with the mediation agreement.
- (c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

6. Payment to Escrow Agent

As payment for its services hereunder, the Escrow Agent shall receive a fee in an amount agreed to by both parties or, if there is no agreement, in an amount specified by the arbitrator, to be paid by the Licensor.

7. Termination

This Escrow Agreement shall terminate on the delivery of the Source Code to either party in accordance with the terms of this Agreement.

8. Waiver, Amendment, or Modification; Severability

This Escrow Agreement shall not be waived, amended, or modified except by written agreement of all the parties hereto. Any invalidity in whole or in part, of any provision of this Escrow Agreement shall not affect the validity of any other of its provisions.

9. Notices

All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as provided in Contract _____.

10. Limitation on Escrow Agent's Responsibility and Liability

- (a) The Escrow Agent shall not be obligated or required to examine or inspect the Source Code, or any of the Additions. The Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its customers lodged in the same location with appropriate atmospheric or other safeguards. However, the parties agree and acknowledge that the Escrow Agent shall not be responsible for any loss or damage to any of the Source Code due to changes in such atmospheric conditions, unless such changes are proximately caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents, or assigns.
- (b) The Escrow Agent shall be protected when acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it, not only in

assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

- (c) In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or intentional misconduct. The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless in writing received by it, and, if its duties are affected, unless it shall have given its prior written consent thereto.
- (d) The parties to this Agreement hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage, other than any caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents and assigns, including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the year and date first above written.

(SEAL)

("Licensor")

Attest:

(SEAL)

By: _____

King County
Approved as to form:

Deputy Prosecuting Attorney

Attest:

(SEAL)

By: _____

("Escrow Agent")

Attest:

_____ By: _____

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SCHEDULE A

to be paid by: 30-45 days after Final Acceptance

Description of Materials Containing the Source Code and related Documentation:

[intellec\escrow3doc.rev.5/97]