Awake Source Code Escrow Agreement

These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Commercial Terms

Depositor, beneficiary and escrow agent: [names/addresses]. Covered software/version: [schedule]. Deposit contents, build/dependency documentation and update cadence: [terms]. Verification and fees: [terms]. Release events, notice, objection and dispute procedure: [precise triggers]. Released-code license: [scope]. Contacts: [contacts].

1. Deposit and agent duties

Depositor supplies the actual source, build instructions, lawful dependency materials and necessary documentation listed in the schedule. Agent records receipt and performs only agreed verification; receipt alone does not prove buildability. Updates and verification frequency are express. Credentials are managed through an agreed secure process, not a public deposit index.

2. Release

Release occurs only on a completed trigger and the specified evidence, notice and objection process. Define objective service discontinuation or other continuity events, cure, disputed release handling and agent authority. Insolvency-related triggers require specific legal review; this document does not guarantee enforceability against bankruptcy limitations. Agent may not adjudicate broader contractual rights beyond its agreed function.

3. Restricted continuity license

Depositor grants Beneficiary the completed license effective upon lawful release to maintain the identified internal/customer service, with express hosting, modification, contractor and distribution boundaries. No unrestricted resale, public source release or IP ownership transfer occurs. Third-party rights and secrets remain subject to lawful restrictions; unsupported rights cannot be created by escrow.

4. Fees and duration

Allocate deposit, verification and release fees and payment default remedies. Termination must preserve any agreed beneficiary protection for the subscription period and define return/deletion. Agent confidentiality, liability, indemnity and dispute terms are [completed negotiated terms].

Signatures

Depositor: [authorized name, title, signature, date]. Beneficiary: [authorized name, title, signature, date]. Escrow agent: [authorized name, title, signature, date]. Main agreement and signed escrow schedules: [versions].