## EXHIBIT J ESCROW OF SOFTWARE SOURCE CODE

So long as City pays the applicable fees as described in Exhibit AA, New World stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and New World (the "Escrow Agreement").

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or New World's trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to City upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by New World of a general assignment for the benefit of creditors; or action by New World under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, New World provides to City adequate assurances, reasonably acceptable to City of its continuing ability and willingness to fulfill its maintenance obligations under this Agreement, (ii) New World or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **City** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.