

APP - IDDN - GENERAL REGULATIONS

SECTION 1. PURPOSE

The Agency for the Protection of Programs (APP) is a European association of software developers and information technology professionals, registered under the French law of 1901. Its purpose is to defend individuals and legal entities who create computer programs, video games, software packages and any kind of digital works as well as their related studies and technical documentation.

The APP aims either to facilitate resolution of disputes through negotiated arrangements or to initiate legal proceedings to seek relief from damages suffered by the rights holder from works' infringements or fraudulent or illicit imitations, and from piracy and unfair competition. Pursuant to article L. 331-1 §2 of the French intellectual property code, the APP has legal standing, as a professional defense organism, to enter into legal action to defend the creators' interests.

The APP attributes to every registered work on its tables (deposit or referencement) an international identification number IDDN (Inter Deposit Digital Number).

SECTION 2. MEMBERSHIP

Membership as a depositor includes signing the membership application form delivered by the Association and a commitment to respect the Association's by-laws and general regulations. Membership is granted at the discretion of the Board. A refusal does not have to be justified and cannot provide the applicant with any ground for complaint.

SECTION 3. THE INTERDEPOSIT TRADEMARK

Works deposited or referenced at the APP may, for distribution purposes, bare either the trademark "Interdeposit" or the "IDDN" followed by the registration number. The rightholder is entitled to use this trademark as long as he remains a member of the APP.

SECTION 4. SUBSCRIPTION

* The admission fees are

- . 80,00 € + VAT for individuals
- . 270,00 € + VAT for legal entities

* The annual membership fee is

- . 110,00 € + VAT for individuals
- . 430,00 € + VAT for legal entities

* The deposit fees are

- . 190,00 € + VAT for each deposit
- . 80,00 € + VAT for each update

* The referencement fees are

- . 32,00 € + VAT for individuals
- . 80,00 € + VAT for legal entities

Payment of annual membership fee includes three free referencements per year.

SECTION 5. LOSS OF STATUS OF APP MEMBER

The status of member of the association is lost either after voluntary resignation, or by striking off pronounced by the Board in case of default in payment of the annual membership fee or for serious reasons. Prior to any striking off for serious reasons, the Board affords the member the opportunity to provide explanations.

SECTION 6. ACCESS RIGHT TO THE SOURCE CODE

The duly authorised user of an object coded computer program can have access to the source code pursuant to the applicable legislation, or in case of failure of the creator of the program. Access is only allowed after the approval of the APP's arbitration commission. Access does not transfer any property rights to the user. To be enforceable, this section must be set forth in writing within the licence agreement or covered by a separate written agreement.

SECTION 7. ARBITRATION

In case of dispute about rights on a work arising between two or more members, the latter agree to submit their litigation to an arbitration according to the APP's arbitration rules. This clause does not apply to members who do not have the capacity to be part of an arbitration agreement or when the dispute has arisen before the work's registration on the APP's tables. Concerning international disputes, jurisdiction is given to the Interdeposit Arbitration Centre based in Geneva.

SECTION 8. LITIGATION

The APP may advise its members in case of litigation related to intellectual property rights. The APP is designated as proxy by its members to require a judicial or administrative seizure - pursuant to articles L. 332-1 §2 and L. 332-4 of the French intellectual property code - in case of infringement of works registered on the APP's tables.

The investigation and seizure expenses shall be borne by the APP provided that the piracy occurred after the date of the deposit (section 10).

SECTION 9. TRIAL

In case of trial, litigation costs and attorney's fees may be borne by the APP in certain exceptional cases, if the Board sees fit to do so.

SECTION 10. DEPOSIT

The member must both provide two copies of the work on microfiches, CD-ROM or Optical Disk and fill in the "Deposit form" as well as a "Copyright claim statement". The deposit is performed by the member or a proxy (attorney, patent agent...) at the APP's registered office.

A certificate attributing an IDDN and a sealed "logibox" containing one copy of the work are delivered to the member or his proxy who will sign the APP's tables as a witness. The second copy is retained by the APP in a logibox.

Three kinds of deposits are available :

- * D = Deposit of diffusion applying to works under the form disclosed to the public or marketed (data base, multimedia product, non-textual numerical file, executable program...)
- * S = Deposit of works' source code under their confidential release
- * C = Specific mode of the source code deposit, which includes the verification of the deposit's content by a third person authorised by the APP.

Access to the source code under section 6 is solely available under deposits of type S or C.

SECTION 11. REFERENCEMENT

Works in the process of being developed as well as their compiled versions may be registered on any media. The member or his agent fills in the "Referencement form", specifying the medium used, as well as the "Copyright claim statement", and appears before the APP.

Referencement by mail is also available. In that case, the member places the medium into a closed envelope, which must bear the member's name and address as well as the essential characteristics of the work. The envelope is then inserted into a second envelope containing the "Referencement form" and a check as payment of the applicable fees. The whole must be sent to the APP by registered mail, return receipt requested. Upon receipt, the APP stamps its mark on the envelope and issues the certificate attributing an IDDN. The work and its certificate are hand-delivered or returned by registered mail and return receipt requested to the member into a logibox.

SECTION 12. PRECAUTIONARY MEASURES

The rights holder must take all useful precautions to protect his property rights over the work, particularly through contractual obligations entered with his clients, suppliers and associates.

SECTION 13. MISUSE OF THE "INTERDEPOSIT" TRADEMARK

Under no condition may the issuance of the IDDN or the use of the "Interdeposit" trademark be considered as a certification of the quality of any kind of work. The APP does not warrant that the work conforms with the specifications advertised by the depositor. The APP does not warrant that the work shall conform with its functional specifications according to the chosen combination of use, or that it will achieve the user's purpose.

Abusive use or misuse of either the IDDN or the "Interdeposit" trademark can result in the member's exclusion pursuant to section 5 of the present general regulations, after formal notice, notwithstanding and without prejudice to any legal action that the APP might choose to take.

SECTION 14. RESEARCH

Upon request from any interested person, the APP conducts research concerning works' deposit or referencement. According to the conditions adopted by the Board, the APP can give the following information :

- date of the first registration and date of the last update
- name and address of the rights holder.

SECTION 15. SUMMARY DESCRIPTION

At the request of the member, a summary describing the work shall be prepared setting forth the claims, the novel features or originality of any registered work. This summary is put at the public's disposal according to the conditions adopted by the Board.

SECTION 16. CONCILIATION COMMISSION

If a dispute concerning the ownership of a work arises between an employee and his employer, a conciliation Commission may intervene and propose a negotiated settlement. The Commission is not an arbitration tribunal but remains bound by the strictest confidentiality. Moreover, the concerned persons agree not to disclose any proposal or negotiate offer made during the conciliation phase if the dispute is brought before the court.

SECTION 17. ASSIGNMENT OF RIGHTS

The member undertakes to inform the APP of any assignment or transfer, in whole or in part, of its intellectual property rights over the works registered in the APP's tables.