

GENERAL REGULATIONS

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GENERAL REGULATIONS

Article 1. Purpose

The Agence pour la Protection des Programmes ("APP") is an organization specializing in the protection of digital creations and intangible assets such as computer programs, software, mobile applications, video games, databases, websites, business trade secrets, strategic data, encryption keys, passwords, digital assets, confidential information, etc.

The APP, as a trusted third party, participates in the long-term preservation of digital creations and intangible assets of its members, and guarantees the rights of their partners and customers over these elements within the framework of dedicated agreements.

To this end, the APP offers a deposit service to meet the simple and rapid protection needs of all types of digital creations and provides its members with the means to develop, manage and value their portfolio of intangible assets.

The APP also offers various other services including Escrow services to secure the relationship between the supplier of a digital creation and its client, by allowing the client to access the creation deposited with the APP in the event of the supplier's default, in order to continue using it. In general terms, an escrow allows a natural or legal entity to entrust digital assets to the APP for the benefit of third parties.

These General Regulations ("General Regulations") are intended to define the terms of the APP's contractual relationship with its members and to present its services.

Article 2. General Definitions

Subscription / Annual Membership: refers to the service allowing access to all, or part of the paid online Services and other services offered by the APP for a period of one (1) year from the date of subscription in accordance with the terms and conditions set out in these General Regulations.

Application: means the online Deposit application service of the APP which is accessible in SaaS mode on <https://id.app.asso.fr/fr> accessible from the website <https://www.app.asso.fr> (also called "InterDeposit Web" and/or "Member Area").

Beneficiary: means any natural person or legal entity benefiting, within the framework of a contractual agreement, from a right of access to certain Deposited Elements or to other Services provided by the APP. When a Beneficiary signs a contractual agreement for the right of access to Deposited Elements with the APP or for the benefit of other APP Services, the Beneficiary automatically accepts the General Regulations.

IDDN Certificate: certificate attesting to the Deposit of a specific Digital Creation with the APP or of each of its successive versions and the listing thereof on the IDDN register.

Creation / Digital Creation: refers to the source codes and/or the object codes of a software, databases, websites, video games, digital works, photos, files and digital documents and/or any element certifying as to the development and production of a Creation to be deposited (e.g., minutes of preparatory meetings, specifications, vouchers, certificates, events, data, declarations, version acceptance reports, pay slips or copyright notes, purchase or subcontracting invoices, etc.), or describing the content or the functions (e.g., technical documentation, user manual, etc.). A Creation consists of an initial Deposit and all its updates.

Depositor: may refer either to the APP Member depositing a Creation or one of its subsequent versions with the APP for itself and/or on behalf of all of the Co-holders of the rights which have expressly authorised the APP Member to do so, or to a third party expressly authorised by the Rightsholder and/or joint Rightsholders to represent them in their relations with the APP and provide the services on their behalf.

Deposit / Registration means the sealing and archiving of a Digital Creation with the APP in order to give it a certain date by means of a timestamp and an IDDN. For Escrow services, this includes the type of deposit selected among those defined in article 1.2 and 1.3 of the Special Terms and Conditions: "Form of initial deposit" and "Form of update deposits".

Deposited Elements: means all the files that make up the contents of a Deposit. For Escrow services, this includes all the elements listed in article 1.1 of the Special Terms and Conditions: “List of Deposited Elements.”

Escrow: means the contractual possibility for a Beneficiary to have access to the Deposited Elements by its Supplier with the APP, under the conditions agreed between the parties and in accordance with Article 5 of these General Regulations.

Supplier: refers to anyone benefiting from the APP’s services whether against payment or free of charge including any Member granting one or more Beneficiary(ies) a right of access to certain Deposited Elements under a contractual agreement.

Logibox: means the Sealed Envelope, which may be physical or digital, containing a copy of the Digital Creation registered with the APP.

Member: refers to any natural or legal person who has accepted the General Regulations, subscribed to an Annual Membership to the APP, and who benefits from the APP’s Services for a fee or free of charge, in accordance with the terms and conditions set out in the General Regulations, including any registrant, Rightsholder, Authorised Agent, Beneficiary and Supplier.

Authorised Agent: means a third party expressly authorised by a Member, the Rightsholder and/or the joint Rightsholders to represent them in their relations with the APP and to carry out the online Services on their behalf.

IDDN Certificate: certificate attesting to the Deposit of a specific Digital Creation with the APP or of each of its successive versions and the listing thereof on the IDDN register.

Portfolio of Creations: All the Registrations of Digital Creations made by the APP on behalf of the Member, whether they are successive versions of the same Creation (initial version and updates) or separate Digital Creations.

Reasonable: the meaning and content of the word reasonable, whether capitalized, as used in these General Regulations and in the contractual documents binding the APP shall be at the sole discretion of the APP.

Sealing: means the immutable and definitive closing of a Deposit, whether by digital or physical means, so that the recorded Creation can no longer be modified and/or altered.

Services: means the specific services made available to Members which enable them to remotely access and manage their Portfolio of Creations, prepare their Deposits, subscribe to Escrow offers, and/or timestamping, etc.

Rightsholder: means the sole owner or co-owners of a Digital Creation.

User: means either individually or cumulatively:

- **Member User** is either a Member who registers a Digital Creation or its subsequent versions with the APP on his/her own behalf and/or on behalf of all the joint Rightsholders who have expressly mandated him/her to do so or is an Authorised Agent. The Member User benefits from all the Services offered via the Application.
- **Guest User** is either a joint Rightsholder to one or more Digital Creations deposited with the APP by a Member User and/or Authorized Agent the context of Escrow services or other APP services. A Guest User is invited by a Member User and has limited access to the Services offered via the Application.

All Users accept these General Regulations.

Article 3. APP Membership

3.1 Registration and Renewal of Annual Membership

The Services offered by the APP are reserved for Members who have subscribed to an Annual Membership and have undertaken to comply with the General Regulations.

Guest Users are not obliged to subscribe to an Annual Subscription but can benefit from the Services through a Member if they accept and comply with the present General Regulations.

The General Regulations of the APP are deemed to have been fully read, understood and accepted without reservation by all Users of the Services and will, as far as the Member is concerned, be fully enforceable as soon as his/her registration for the Annual Membership is validated and his/her Member number is allocated. The said General Regulations are freely accessible on the APP website.

The Membership is valid for a period of one (1) year as of the Subscription date. It shall be tacitly renewed for an equivalent period unless the Member gives notice of termination by registered letter with acknowledgement of receipt at least thirty (30) calendar days before the expiry of the current period. The renewal date of the Subscription period may not be postponed under any circumstances due to late payment.

If a Member who has subscribed to an Annual Membership free of charge, such as an Authorized Agent, wishes to benefit from the APP's Services on his/her own behalf, the said Authorized Agent undertakes to inform the APP and pay the Annual Membership fee.

The APP may terminate the Subscription in accordance with Article 3.4 of these General Regulations.

3.2 Supplier Membership for Access to APP's Services

In order to benefit from the APP's services, Supplier, who holds the rights to the escrowed works, must be a Member of APP for the entire term of the escrow agreement. If they are not already a member of APP, the Supplier acknowledges and agrees to automatically become a member of APP upon signing an escrow contract. Membership is then automatically renewed each year for the duration of the escrow contract, unless a termination request is made within the allotted time. If Supplier has not completed and validated its membership information on the APP website by the time the escrow agreement is executed, Supplier grants APP the right and power to complete and validate such information in its name so that Supplier can effectively be a Member of APP at the time of execution of the escrow agreement.

3.3 Beneficiary Membership for Access to Escrow Services

In order to benefit from the Escrow services, Beneficiary must also be a Member of APP. If Beneficiary has not completed and validated its membership information on the APP website by the time the escrow agreement is executed, Beneficiary grants APP the right and power to complete and validate such information in its name so that Beneficiary can effectively be a Member of APP at the time of execution of the escrow agreement. No extra fees attach to the Beneficiary membership unless such Beneficiary wishes to have access to the full range of services provided by the APP.

3.4 Loss of APP Membership

APP membership shall be lost:

- Upon cancellation of the Subscription by the Member, which must be sent by registered mail with acknowledgement of receipt at least thirty (30) calendar days before the expiry of the current period.

Upon termination of the Subscription by the APP, which will take place automatically in the event of non-payment of one or more invoices relating to the Subscription or any other service requested by the Member, and after a formal notice sent by the APP which has remained unanswered for a period of thirty (30) days following its receipt by the Member. In the event of termination of the Subscription by the APP, the invoices issued shall remain due.

- Upon decision of the APP secretary general, at his/her discretion, sent at least thirty (30) calendar days before the expiry of the current period.
- In the event of the death of the Member.
- In the event of the disappearance of the legal entity (e.g., removal from the companies register).

In the event of loss of membership, the Member is no longer authorised to benefit from the APP's Services. Any current contractual commitment with the APP (such as the management of access clauses, the management of two-party escrow agreements, the management of an APP escrow agreement, and archiving of Deposits, etc.) shall be terminated by operation of law. The APP will keep the Deposited Elements available to the Member for a period of three (3) months from the date of the loss of its Membership and subject to payment of restitution fees. At the end of this period, the

APP reserves the right to destroy them in accordance with APP's internal destruction procedure. If a former Member wishes to renew their status to access Deposited Elements at a later date (provided they are not destroyed), they must pay the annual fees that they would normally have had to pay if they had remained a Member.

Article 4. Deposit and Associated Services

4.1 Types of Deposits

The APP registers each Creation transmitted to its repository and assigns it a certain date and a unique identifier, the IDDN.

It is forbidden to post any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a violation of the applicable law.

The Deposit is a Registration with archiving carried out by the APP allowing, among other things, to register a Creation in the IDDN register, to attribute a certain date to this Creation and to allow the Member to describe the Creation by means of information elements in declarative form.

It is recommended to make one Deposit per Digital Creation to facilitate the management of updates, Escrows and transfers of rights. In this respect, the APP informs the Member of the risk presented by the "grouped Deposit", i.e., a Deposit which groups together several Creations, because, in the event of an access request, a duplication request or a transfer of rights, the APP will proceed with the copy or transfer of the entire grouped Deposit, with no possibility of distinguishing between the Creations registered within this "grouped Deposit".

In the context of the Deposit, the APP is a third-party receiver of the Deposited Elements

Three types of Deposit are offered by the APP:

- **Standard Deposit:** The standard deposit records the Digital Creation in the international IDDN register, gives it a certain date and at least one copy is deposited with the APP, which ensures its physical or digital preservation. The APP does not verify or control the content of the Digital Creation.
- **Verified Deposit:** The verified deposit includes a procedure whereby the APP examines and enumerates the digital content (e.g., file identification, file fingerprinting and file listing). The verified deposit includes the preparation and delivery of a report documenting the verifications performed.
- **Controlled Deposit:** The controlled deposit is a procedure during which the Creation to be deposited (most often software), is subject to an in-depth examination by the APP in accordance with a procedure drawn up and validated by the parties, i.e. the Member, the APP and a third party (most often a user of the software who is also the Beneficiary of an Escrow managed by the APP). From compilation to possible functionality tests, this procedure makes it possible to ensure that the Deposited Elements (e.g., source code, binary, documentation, etc.) constitute a coherent operational whole, and to guarantee that the Digital Creation corresponds to the one installed on the user's premises. The controlled deposit includes the preparation and delivery of a report documenting the operations performed.

The three types of Deposit can be made **in digital or physical form**:

- **Digital deposit:** The digital Deposit is made via the APP's secure deposit platform. Digital content can be up to 10 GB (of which 0.20 GB is reserved for metadata) and 1,000 files per Deposit, with the APP reserving the right to refuse deposit larger than this.
- **Physical deposit:** The physical Deposit is content deposited with the APP on physical media, with no size limit. The Member makes a Deposit request on the APP's secure Deposit platform and then sends the APP two copies of the Creation on physical media. All types of media are accepted including CD, DVD, USB key, external hard drives etc. Upon receipt, the APP's Deposit service will physically seal and register the Deposit as soon as possible.

Regarding physical deposits, the APP accepts all types of small media (e.g. CD, DVD, USB key, external hard drive). The APP can accept larger media, such as servers, upon request.

Regardless of the type of Deposit chosen, the Member may, at any time, add on an Escrow service and thus provide for access to the Deposited Elements by one or more Beneficiaries in accordance with the terms and conditions described in article 5 of these General Regulations.

4.2 Types of Archiving

Within the framework of a Deposit, the APP offers two possibilities for archiving:

- **Physical archiving:** the physical medium (CD, DVD, USB key, external hard drive, etc.) containing the Creation is archived and stored in France by the APP.
- **Digital archiving:** within the framework of Deposits made via APP's secure Deposit platform, the data is hosted on French territory in compliance with ISO 27001 standards. The terms and conditions for the digital archiving of the Creations are set out in the general terms and conditions of use of the APP's online services.

Deposits are retained by the APP for as long as the Member renews their Annual Membership with the APP.

4.3 Deposit Procedure

The Depositor can request a standard Deposit via APP's secure Deposit platform. Concerning the verified or controlled Deposit, the Depositor may contact the APP using the contact details provided in Article 12.5 of these General Regulations.

At the completion of the Deposit, an IDDN Certificate attesting to the IDDN assigned to the Creation is created and made available to the Depositor in its member space.

As part of subscribing to one of APP's escrow services, the Supplier undertakes to provide the IDDN Certificate to the Beneficiary unless an express request is made to the APP.

4.4 Deposit Updates

Updated Deposits correspond to Deposits of subsequent or successive versions of a Digital Creation. The IDDN number assigned at the time of an initial Deposit has a coding element which is incremented at the time of Deposit of each new registered version of the same Digital Creation. The Member can thus maintain a link between the Registrations of different versions of the same Digital Creation.

The Deposit of a new version of a Digital Creation does not replace the previous ones. The APP retains the Registration history as well as the related Elements Deposited if the Member is up to date with his/her fees.

4.5 Duplication of Deposits

Duplication is a procedure whereby the APP makes a copy of a Deposit. The APP may only duplicate a Deposit in the following cases:

- at the request of the Supplier, who is the Rightsholder of a Digital Creation.
- at the request of a joint Rightsholder, if they are a Member and with the agreement of the Rightsholders.
- at the request of a Beneficiary after a favourable opinion by APP's Access Commission.
- by court order.
- at the request of any person duly authorised by the above-mentioned persons.

The duplication procedure is carried out by:

- Creating a copy of the Deposit: if the Deposit is physical, this procedure involves the APP opening the Logibox and preparing a report documenting the operations carried out.
- Calculating the digital footprint of the copied files and checking that they conform to the original.
- Providing the copy to the applicant.

For more information on duplication fees, contact the APP by e-mail at app@app.asso.fr or by telephone at +33 (0)1 40 35 03 03.

4.6 Restitution and Destruction of Deposits

The Member may, at any time, at its own expense, request the APP to return and/or destroy its Deposits.

The return of Deposits means the definitive recovery by the Member of one or more of its Deposits. Destruction means the definitive deletion of one or more Deposits. In both cases, the APP is no longer a third-party receiver of the Deposited Elements and does not keep any copy.

In the event of a request for restitution and/or destruction, the Member undertakes to cooperate actively with the APP to determine the modalities for their implementation.

The APP will issue an estimate upon request.

4.7 Transfer of Rights

The Member undertakes to notify the APP of any change in ownership of the intellectual property rights over the Deposited Elements (transfer or assignment, in whole or in part) occurring, for example, in the context of a transfer of rights or a universal transfer of assets.

The transferee may also declare its acquisition of intellectual property rights subject to the production of documents demonstrating (with a reasonable degree of certainty) the transfer of rights. If the new Rightsholder wishes to benefit from the APP Services, to keep the anteriority and the history of the Deposits made by the previous Rightsholder, to update the transferred Creations, to obtain IDDN Certificates issued in the transferee's name and/or to take over the escrow agreements concluded, it is necessary that the new Rightsholder:

- becomes a Member of the APP. An APP account is linked to a natural or legal person identified by its identification number (e.g., SIREN number) and is not transferable to a third party, even in the event of a merger and/or transfer of all assets.
- requests a transfer of rights from the APP to transfer the Deposits to the transferee's APP account.
- requests an amendment from APP to the escrow contracts concluded by the previous rights holder.

For more information on the transfer of rights procedure and related fees, contact our client services by e-mail at app@app.asso.fr or by telephone on +33 (0)1 40 35 03 03.

Article 5. Escrow Services

A Creation may be the subject of agreements between the Supplier and its clients or partners which stipulate that the latter (hereinafter referred to as the "Beneficiaries") may have access to the Deposited Elements with the APP under conditions defined by these agreements (e.g., failure of the Supplier), and that the Beneficiaries shall make their access request directly to the APP.

The Beneficiary may request access to the Deposited Elements with the APP subject to a written agreement with the Supplier as indicated below.

This agreement may take the form of a two-party contract containing an "access clause" (see 5.1.a), a two-party escrow agreement (5.1.b) registered with and managed by APP, or a three-party contract referred to as an "APP escrow agreement" (see 5.2.a). Only the Rightsholder and his/her possible joint rightsholders may contractually provide access to the Deposited Elements. If a third-party grants access to the Deposited Elements by the Supplier, the third party or the Supplier must provide the APP with any document (contract, certificate from the Rightsholder) indicating that the Supplier has authorised this third party to organise access to the Deposited Elements. Otherwise, no access will be possible.

In case of joint ownership, all joint owners must authorise any right of access.

Access to Deposited Elements shall be granted in accordance with the procedure for access to Deposited Elements, available upon request, and after review and favourable opinion of the APP Access Commission. Any stipulation to the contrary shall not be enforceable against the APP.

In the event of a favourable opinion from the APP Access Commission, the APP will identically duplicate the Deposited Elements from the last update of the Deposit, unless the Beneficiary expressly requests access to an earlier Deposit.

The duplication of the Deposited Elements shall be provided to the Beneficiary or to any person having a mandate granted by the Beneficiary expressly authorising said person to receive such delivery.

5.1 Agreements to which APP is Not a Signatory

5.1.a “Management of an Access Clause” Service

The “management of an access clause” service applies when a Supplier and one or more of its Beneficiaries have concluded an agreement integrating the terms and conditions of access to the Deposited Elements without the APP being a signatory to the said agreement. The APP can provide a model access clause on request and recommends that the clause contain the designation of the APP as third-party escrow agent, the precise enumeration of the cases of access to the Deposited Elements and the indication of the Deposit subject to the contract. However, the Member is solely responsible for drafting the terms of the agreement, the applicability of which the APP cannot guarantee and which the APP may, at its sole discretion, refuse to implement if the model APP access clause is not used. Furthermore, access under an access clause is subject to the acceptance by the Beneficiary of these General Regulations before any referral to the Access Commission.

This offer is subscribed per Digital Creation and for a maximum number of five (5) Beneficiaries per access clause.

The Member must remain a Member of the APP, remain current with Annual Subscription fees and pay the fees relating to the “management of an access clause” service throughout the period of applicability of the said clause.

The “management of an access clause” service is subscribed for an initial minimum period of two (2) years from the subscription date. This service is tacitly renewed for an equivalent period unless the Member terminates it by registered letter with acknowledgement of receipt sent at least sixty (60) calendar days before the expiry of the current period. The Member must indicate the Beneficiary(ies) the said clause. Each year, the APP may, at the request of the Beneficiary as identified by the Member or upon request of the Member themselves, send an access clause subscription certificate which shall include the name of the Beneficiary of the access clause. In the event of non-payment of the “management of the access clause”, the APP may notify the Beneficiary(ies).

If the Member has not subscribed to the “management of an access clause” service, but (i) the Member has signed a bipartite contract with its Beneficiary providing for access to the Deposited Elements; (ii) the Member has made a Deposit corresponding to the Deposited Elements indicated in the bipartite contract providing for access; and (iii) the Beneficiary is able to demonstrate with valid documents that it has the right to request access (i.e., the bipartite contract is in force, the licence to use the Deposited Elements is in force, etc.), the Beneficiary will be able to request access according to the procedure for access to Deposited Elements and the Access Commission may issue a favourable opinion depending on the relevant elements presented by the Beneficiary (e.g., reminder to the Member to subscribe to escrow services). If, despite the failure to subscribe to the access clause, the Access Commission were to issue a favourable opinion, the APP will duplicate the Deposited Materials only if the Beneficiary pays the annual fee, plus one hundred percent (100%) of the “management of an access clause” service fee from the date of the first deposit of Deposited Elements and pays the Member's annual subscription fees, if any, if the Member has stopped paying them.

5.1.b “Management of Two-Party Escrow Agreement” Service

The two-party escrow agreement is a contract concluded between a Supplier and a Beneficiary which sets forth the terms and conditions for the Deposit of the Digital Creation and the conditions of access to the Deposited Elements.

The APP's legal department shall provide Members with a model escrow agreement upon request by e-mail to legal@app.asso.fr. The APP can validate changes made to this model before it is signed by the parties at the request of the Member.

It is recommended to subscribe to the “management of a two-party escrow agreement service” for each contract signed, regardless of the number of Digital Creations. For reasons of confidentiality, it is also recommended to conclude one escrow agreement per Beneficiary.

The “management of a bipartite escrow contract” offer is valid for the duration specified in the escrow contract, starting from its effective date and for the subsequent period. This service is automatically renewed for an equivalent duration

unless terminated by the Member via registered mail with acknowledgment of receipt, sent at least thirty (30) calendar days before the expiration of the current period.

The escrow agreement shall stipulate the frequency of updates to the Deposit. If there are no changes to the Deposited Elements and an update is not necessary, the Supplier undertakes to submit a certificate to this effect. Each update or registration of a certificate of non-update is invoiced by the APP as a Deposit.

If the Supplier fails to meet its contractual obligations to update the Deposited Elements, APP will send a notice to the Supplier to update the Deposited Elements according to the frequency defined in the escrow agreement. If the update is not completed within a reasonable time after receiving this notice, APP will inform the Beneficiary of the Supplier's non-compliance in this regard. Furthermore, APP cannot be held liable if the Supplier fails to fulfill its obligation to perform initial or update deposits as stipulated in Article 1 of the specific terms of the escrow contract.

Only the Rightsholder is authorised to enter into a two-party escrow agreement. If a third party (e.g., a distributor/reseller, a subsidiary) wishes to enter into an escrow agreement with a Beneficiary, a three-party agreement between the Rightsholder, the third party and the Beneficiary may be completed.

Within the framework of this agreement, the Member sends to the APP a copy of the signed contract with the Beneficiary as well as its contact information. The APP intervenes to provide the Beneficiary with a declaration attesting to (1) the subscription and registration of the two-party escrow agreement service by the APP, (2) the payment of the Annual Membership and Escrow service fees, (3) the Deposit, and (4) the monitoring of the updates.

5.2 Agreements to which APP is a Signatory

5.2a “Management of an APP Escrow Agreement” Service

The APP escrow agreement is a contract concluded between a Member, a Beneficiary and the APP (“APP Escrow Agreement”) which sets forth the terms and conditions for the Deposit of the Digital Creation and the conditions of access to the Deposited Elements.

In the context of an APP Escrow Agreement, it is advisable to make verified or controlled deposits.

The APP's legal department shall provide Members with a model APP Escrow Agreement upon request by e-mail to legal@app.asso.fr. The APP must validate any changes made to this model before it is signed by the parties.

It is recommended to subscribe to the “management of an APP escrow agreement” service for each contract signed, regardless of the number of Digital Creations. For reasons of confidentiality, it is also recommended to conclude one escrow agreement per Beneficiary.

In the event of non-payment of an Escrow service, the APP may notify the Beneficiary.

The APP Escrow Agreement shall stipulate the frequency of updates to the Deposit. If there are no changes to the Deposited Elements and an update is not necessary, the Member undertakes to submit a certificate to this effect. Each update or registration of a certificate of non-update is invoiced by the APP as a deposit.

If the Supplier fails to meet its contractual obligations to update the Deposited Elements, APP will send a notice to the Supplier to update the Deposited Elements according to the frequency defined in the escrow agreement. If the update is not completed within a reasonable period after receiving this notice, APP will inform the Beneficiary of the Supplier's failure in this regard. Furthermore, APP cannot be held liable if the Supplier does not fulfill its obligation to perform initial or update deposits as stipulated in Article 1 of the specific terms of the escrow contract.

Only the Rightsholder is authorised to enter into an escrow agreement. If a third party (e.g., a distributor/reseller, a subsidiary) wishes to enter into an escrow agreement with a Beneficiary, a four-party agreement between the Rightsholder, the third party, the Beneficiary and the APP may be completed.

In case of joint ownership, all joint owners must be parties to the contract.

5.2b Term and Termination of an APP Escrow Agreement

5.2b.1 Notwithstanding any other clause to the contrary, an APP Escrow Agreement is entered into for an initial term of five (5) years from the date it is signed by the last signatory (“Initial Term”). It is then automatically renewed for annual periods, unless terminated by the Supplier and/or the Beneficiary according to the process defined in Article 5.2b.2

below, with a written notice sent by registered letter with acknowledgment of receipt, at least six (6) months before the end of the Initial Term or the current renewal period.

5.2b.2 Upon receipt of termination notice, APP shall notify the Beneficiary or Supplier of the termination as applicable. Any earlier termination than that provided under 5.2b.1 shall be accepted by APP only at the condition that the total fees are paid as if the Agreement had terminated at the earliest possible termination date as under 5.2b.1 above.

5.2b.3 If Supplier or Beneficiary fail to pay all or part of the fees payable under article 3 of the Special Terms and Conditions of the APP Escrow Agreement, notification will be sent by APP. If such costs are not paid within thirty (30) days of receipt of such notification, APP will notify the other Party of Supplier's or Beneficiary's failure to pay. If Supplier or Beneficiary fail to pay the costs owed, APP may terminate said APP Escrow Agreement with no legal formalities provided however that all fees owed hereunder must be paid as if said APP Escrow Agreement had terminated at the earliest possible termination date as under 5.2b.1 above.

5.2b.4 Regardless of termination under this section, all fees due under the APP Escrow Agreement shall remain due and shall be invoiced to the relevant Party. A late payment charge of ten (10) percent shall apply automatically if payment is not received following the notification sent under 5.2b.3. All costs related to the recovery of fees shall be borne by the Supplier and Beneficiary jointly and severally.

5.2b.5 Supplier's membership must continue at minimum for the term of the escrow agreement.

5.3 Procedure for Accessing Deposited Elements

Access to Deposited Elements shall take place in the cases provided for in the applicable access clause, two-party escrow agreement or APP Escrow Agreement and in accordance with APP's then current procedure for accessing deposited elements by the Access Commission and after a favourable opinion has been issued by the Access Commission, at its sole and absolute discretion. The Members (both Beneficiary and Supplier) agree to be bound by the Access Commission's final decision. Any stipulation to the contrary shall not be enforceable against the APP.

The Access Commission is made up of the President of the APP, the rapporteur appointed by the President of the APP and the Legal Director of the APP or another APP legal counsel.

The fees for processing the access request will be borne by the Beneficiary and paid for in advance, regardless of its outcome.

The Beneficiary wishing to access the Deposited Elements will include in their notification to the Commission or following the request of the Commission, evidence reasonably showing that one or more of the events listed in the applicable access clause, two-party escrow agreement or APP Escrow Agreement has occurred (i.e. expert assessment, judicial officer's report, a declaration from a Beneficiary's authorised officer). The Access Commission reviews the evidence and issues a reasoned opinion, either favorable or unfavorable. Save Supplier's written, clear, express, duly substantiated and documented challenge (i.e., licence between Beneficiary and Supplier expired before the occurrence of an event listed in article 2.1 of the Special Terms and Conditions) received by APP within eight (8) calendar days following the notice to Supplier by APP of the access request made by Beneficiary, APP undertakes to issue duplicates of Deposited Elements as soon as possible as from communication of the favourable opinion of the Access Commission or, failing this, communication to APP of a judicial decision ordering release of Deposited Elements. An unchallenged Access Commission initial decision becomes final upon the aforementioned eight (8) calendar days.

Challenges to the initial decision of the Access Commission ("Challenge") must be addressed to the general secretary of the APP (or to an independent and impartial legal professional or expert appointed by him), at his/her sole discretion, who will review the initial decision of the Access Commission and the Challenge, and may, for example and at his/her discretion, consult experts, request more documents/information from the parties, and make a final decision on behalf of the Access Commission. The costs related to the Challenge will be borne by the challenger and paid in advance.

5.4 Access to Deposited Elements

In the event of access to Deposited Elements, an APP officer shall make a duplicate of them, using the last update of the deposit, unless expressly requested by Beneficiary to access a previous deposit. The costs of processing the application for access to the Deposited Elements and the costs of duplicating the Deposited Elements shall be borne by the Beneficiary. Translation costs may be invoiced to the Beneficiary if one or more of the documents justifying the request for access is not available in French or English. Duplicates of Deposited Elements may be given to Beneficiary,

any other person expressly mentioned in the escrow agreement, or to any person holding a mandate granted by Beneficiary and expressly authorising it to obtain said duplicates.

No access to Deposited Elements will be granted in the event of non-payment of the fees relating to the Escrow services (including Annual Subscription fees, Deposit fees, management of an escrow agreement fees, access clause, delay, etc.).

For more information on the costs of these services, contact our legal department at legal@app.asso.fr or +33 (0)1 40 35 92 77.

5.5 Export Controls

If the Beneficiary is a foreign entity and is granted access to the Deposited Elements, the Beneficiary must ensure compliance with all applicable export control laws and regulations, including but not limited to the export control laws of any and all relevant jurisdictions.

Prior to accessing the Deposited Elements, the Beneficiary must verify and provide evidence that they have obtained all necessary export licenses, permits, or approvals required to receive and use the Deposited Elements in their jurisdiction. The Beneficiary must provide any evidence to the APP upon simple request from it.

The responsibility for obtaining and maintaining the appropriate export licenses, permits, or approvals lies solely with the Beneficiary. The Beneficiary shall be responsible for ensuring that the transfer and use of the Deposited Elements comply with all applicable export control laws.

The Beneficiary indemnifies, defends, and holds harmless the APP and the Supplier against any action, claim, proceeding, demand, investigation, damage, loss, penalty, liability, cost, and expense (including attorney fees) in connection with applicable export control laws and regulations.

Should the Beneficiary require APP to assist in the process of obtaining export licenses, permits, or approvals, the Beneficiary agrees to pay all associated fees and costs. Such fees will be outlined in a separate invoice and must be paid in advance by the Beneficiary.

Article 6. Precautions

The Rightsholder of the Creation must take all useful precautions to preserve his/her intellectual property rights, in particular by (i) commercially exploiting or distributing the Creation to the public and (ii) contractual measures regarding its customers, suppliers and collaborators.

In the case of physical Deposit, we recommend delivering the media using tracked mail and ensuring the media is well secured (e.g., using reinforced or secure envelopes, bubble wrap, etc.) to prevent loss or damage during transport. The Depositor may also choose to deliver the media in person to our premises (available by appointment only by contacting the APP at +33 (0)1 40 35 03 03).

Any opening of a Sealed Deposit may only be carried out by an authorised person (i.e., an APP agent, judicial expert or bailiff).

Article 7. Timestamping

The Timestamping service offered by the APP to its Members who access it through the API is governed in addition to these General Regulations by the Timestamping API Terms of Use.

A quote can be sent to the Member upon request.

Article 8. Confidentiality / Research / Information Requests

8.1 Confidentiality

All information relating to Deposits, Escrows, and other Services offered by the APP through its Members is strictly confidential.

The Deposited Elements constitute confidential information. The APP may neither use the Deposited Elements nor reveal their contents to anyone, except under the conditions provided in the escrow agreement, pursuant to a legal

obligation, or an order from an administrative or judicial authority. In such a case, the APP will inform the Supplier as soon as possible.

Only the Member, its Agent or any person duly authorised by the Rightsholder and duly identified by the APP is authorised to request and obtain information on Deposits, Escrows and other Services performed.

8.2 Research Request

Upon receipt of a reasoned request by any competent public or judicial authority or by any Beneficiary of an escrow agreement designating the APP as a trusted third party, the APP may carry out a search concerning the Deposit(s). The applicant must pay the costs of such search and make a reasoned written request, accompanied by documents proving the applicant's identity and his/her authorisation to obtain this information (declaration of the existence of a valid license to use the Deposited Elements, escrow contract or management of a valid access clause...).

The only information that the APP may make available to the applicant is the information available on the IDDN Certificate such as the date and IDDN of the Deposits and the identity of the Rightsholder(s).

The APP reserves the right to notify the Rightsholder of any search request.

8.3 Cases of Escrowed Creation or Access Clause Service

The Beneficiary of an APP Escrow Agreement or of a management of an access clause service subscribed to on or after 1st March 2020 may submit a request to the APP for information regarding the Depositor's compliance with its contractual obligations in respect of its Subscription, the initial Deposit and updates of the Escrowed Creation as well as the payment of all the fees relating to the subscribed Escrow service.

The APP reserves the right to charge for processing such requests and to notify the Rightsholder of the request.

The Annual Subscription to the management of an access clause service subscribed to before 1st March 2020 does not give rise to any right to information for the Beneficiary of the access clause, even if the content of the access clause states otherwise. It is up to the Member to communicate directly to the Beneficiary the information relating to the renewal of its Subscription, the history of the Deposits of the Creation under the access clause as well as the payment of the fees relating to the subscribed Escrow service.

Article 9. Prices and Payment Terms

The APP fees may be revised annually and are available upon request or at <https://www.app.asso.fr>.

Any service specifically rendered or requested by the Member, the Agent, the Joint Rightsholder or the Beneficiary and not specified at <https://www.app.asso.fr>, including the processing, provision and sending of specific reports, certificates or notifications, the completion or review of questionnaires, the implementation of a specific billing process, the implementation of specific security measures not expressly provided for in ISO 27001 compliance, specific insurance coverage, or the assumption of responsibility beyond that provided for in these General Regulations, the participation in or implementation of audits or screenings, including in the context of the implementation of a duty of care (hereinafter the "Specific Services"). The Specific Services, to be valid, must be subject to a price agreement between the parties. They are invoiced and paid for in advance by the applicant and only take effect after receipt by the APP of the relevant payment.

An invoice is issued as of the subscription or the completion of the service requested by the Member, except for the first year of the Annual Subscription or of the "Specific Services". In the latter case, the invoice is issued upon receipt of payment or an order in accordance with the estimate issued by the APP.

Invoices are due upon receipt, net and without discount, and are payable to the bank account whose details are indicated on the invoice by bank transfer, bank card or SEPA direct debit.

In the event that an order form is required for the payment of invoices issued by the APP, it is up to the Member or its third-party payer to send this order form by e-mail to comptabilite@app.asso.fr.

Any amount not paid by the due date shall automatically incur late payment interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points without

the need for the APP to serve any notice of default, as well as a flat-rate indemnity to compensate for collection costs in the amount of forty (40) euros.

In the event of the rejection of a SEPA direct debit, a fixed penalty of thirty (30) euros will be applied as of right to compensate for the rejection costs incurred by the APP in addition to the fees and interest set forth in the preceding paragraph if applicable.

The APP reserves the right, at its sole discretion, to add or discontinue services.

In the context of escrow services, if the Supplier is not a member of APP at the time of the execution of the escrow agreement an account will be automatically created for the execution of the escrow agreement and a membership number generated and transmitted to the new member. The membership fees are payable upon becoming a member and on each membership anniversary date. Such costs are payable in advance for the period falling due.

Any fees for deposits that need to be made as part of the escrow agreement will be due and invoiced at the execution of said escrow agreement, even if such deposit is made in the future by agreement of the parties.

The annual fees for the escrow agreement are due and payable upon the signing of the escrow agreement and on each annual anniversary of said date, in advance for the period due, with no possibility of refund if the agreement is terminated during a period. All other services are payable according to the procedures of the APP.

Both Beneficiary and Supplier are responsible jointly and severally for all fees and costs hereunder.

Article 10. Intellectual Property / Use of Trademarks

Creations that have been registered with the APP may be distributed with the "APP", "InterDeposit" and/or "IDDN" trademark to attest to the deposit. The use of these trademarks are authorised as long as the Rightsholder remains a Member of the APP and is up to date with the payment of all invoices issued by the APP.

Any abusive or fraudulent use of these trademarks may be subject, after formal notice, to deletion resulting in the loss of Member status in accordance with the conditions set out in Article 3 of these General Regulations, without prejudice to any other recourse, including before the courts.

The use of the trademarks "APP", "InterDeposit" and "IDDN" can in no way be considered as labels. The APP does not guarantee that the Creation will comply with the specifications announced by the Member. The APP does not guarantee that the Creation will perform the required functions or that it will meet the needs of users and/or Beneficiaries.

Deposits, the attribution of the IDDN number and the use of the trademarks "APP", "InterDeposit" and "IDDN" constitute a simple presumption as to the intellectual property rights of the Member who has declared, on his/her honour, that he/she is the holder of rights with the APP.

In the context of Escrow services, the property rights of Supplier and of Beneficiary as well as the rights of use concerning the Deposited Elements are not affected by the deposit and access and continue to be governed by the agreement entered into separately between the Parties. Consequently, and unless otherwise specified in said agreement, the deposit of and access to the Deposited Elements shall not give rise to any transfer of ownership. APP shall not verify whether Beneficiary is authorized to use the Deposited Elements.

Each time Supplier makes a deposit request to APP, it shall certify that it holds the intellectual property rights or relevant licences or authorisations in the Deposited Elements on the date of filing said deposit request.

Article 11. Modifications

The APP reserves the right to modify the General Regulations.

Any changes to the General Regulations will apply to all APP Members as soon as the new version of the General Regulations is published on the website <https://www.app.asso.fr>.

In addition, the Member undertakes to read the General Regulations and any amendments thereto before each renewal of their Annual Subscription or use of the APP services. The said renewal or use of APP services shall entail full and complete acceptance of the current version of the General Regulations.

Article 12. General Information

12.1 Personal Data

The APP undertakes to respect, and to ensure that any person under its control respects all legal and regulatory provisions relating to the protection of personal data and the provisions of the Act of 6 January 1978 known as the "Data Protection Act" and the General Data Protection Regulation (EU) No. 2016/679 of 27 April 2016.

As part of the provision of its Services, the APP undertakes to collect and process personal data concerning its Members in accordance with its "Privacy Policy" available on the website <https://www.app.asso.fr>.

In accordance with article 13 of the APP's privacy policy, the Member is informed that he/she may exercise his/her right of access, rectification, opposition, right to erasure of data, limitation of processing and portability of data, at any time, by sending an e-mail to dpo@app.asso.fr or by completing the contact form available at the following any time, by sending an e-mail to dpo@app.asso.fr or by completing the contact form available at the following address: <https://www.app.asso.fr/contact>. The Member undertakes to inform its employees and managers of the procedures for exercising these rights.

In the context of Escrow services, APP shall collect and process personal data relating to Supplier's and Beneficiary's employees and/or senior executives, which may include information such as name, function/service, e-mail address or business telephone numbers. Such information shall be collected from both Supplier and Beneficiary. The processing of such information is essential for the execution of these Services by APP. Supplier and Beneficiary undertake to inform their employees and senior executives of the terms of such processing and to obtain their prior consent. Supplier and Beneficiary undertake to inform their employees and senior executives of the terms of such processing and to obtain their prior consent. The data collected shall be kept for the entire period of validity of the escrow agreement and, at the end of that period, for the legal period for which the data are kept as evidence. During this period, the APP undertakes to implement all necessary measures to ensure the confidentiality, integrity and security of the data collected, in order to prevent, in particular, their access by unauthorised third parties.

12.2 Liability

The APP's Services are governed by these General Regulations, then in force and as published on the website <https://www.app.asso.fr> as of the time of event that may give rise to APP's liability, which the Member expressly acknowledges and irrevocably accepts.

Acting solely as a custodian, the APP cannot be held responsible for the content, corrections, authenticity, validity of the Deposited Elements or the durability of the media. The APP undertakes to make reasonable efforts to ensure that its obligations are properly fulfilled.

It is specified in this respect that no technology can totally guarantee the integrity of data stored on a digital medium over time, and that the APP will take reasonable precautions to keep the media entrusted to it in escrow, without any material or legal possibility, particularly in view of the fact that the said media are sealed, of ensuring the permanence and integrity of the data stored on the said media.

The APP is not subject to any obligations other than those set out in these General Regulations and, where applicable, in an ad hoc agreement signed by the APP (e.g., an escrow agreement).

APP may not under any circumstances be held responsible for the Supplier's failure to comply with its deposit commitments under article 1 of the Special Terms and Conditions of an escrow agreement. Neither APP, the APP Secretary General, nor the Access Commission may be held liable for the Access Commission's final decision on the release of the Deposited Elements. The Beneficiary and the Supplier jointly commit to protect the APP against any action or other procedure related to the decision of the Access Commission (including the members of the Commission) and to indemnify it (including its Commission members) as a result of all costs, expenses, and damages incurred.

Except in cases of death or personal injury caused by one of the Parties, fraud or gross negligence, the total liability of the APP (including its suppliers) arising from its deposit, escrow and timestamping services may under no circumstances exceed the total sum of twenty-five thousand (25,000) euros, and one thousand (1,000) euros for the other services.

The APP will not be liable for any of the following damages: indirect damages, business interruption, loss of profits, loss of revenue, loss of personal data, loss of goodwill, or the costs of obtaining replacement goods or services for the Deposited Elements whether the APP has been advised of the possibility or occurrence of such damages. The parties agree that this section provides for a reasonable allocation of risk and is a controlling clause, without which it would not have been entered into by the APP.

For the Verified Deposit and the Controlled Deposit, the APP guarantees the implementation of the process as described to the Member according to the information provided by the Member and its needs.

12.3 Subcontracting

The APP reserves the right to delegate or subcontract all or part of its obligations.

12.4 Publication

The Member may disclose that it is a Member of the APP or that it uses the APP Services. The APP may include the Member's name and logo on its website, in its list of Members, its internal management documents, its annual reports or, where applicable, any document required by the law or regulations in force, unless the Member requests otherwise in writing. For any use beyond simple citation, the APP shall obtain the Member's prior agreement on the use it intends to make of the Member's name and logo.

12.5 Notifications

Any notification to be made to the APP shall be made in writing in French or in English. It must be hand delivered or sent by registered letter with acknowledgement of receipt to the address and for the attention of the recipient indicated hereinafter:

Agence pour la Protection des Programmes
25 rue de La Plaine
75020 Paris
France

The APP Services may also be contacted at the following:

| | | |
|-------------------------------|----------------------|--|
| Deposit – Member Area | +33 (0)1 40 35 03 03 | app@app.asso.fr |
| Transfer of Rights | +33 (0)1 40 35 03 03 | app@app.asso.fr |
| Escrow / Access Clause | +33 (0)1 40 35 92 77 | legal@app.asso.fr |
| Accounting Department | +33 (0)1 40 35 92 78 | comptabilite@app.asso.fr |
| DPO | +33 (0)1 40 35 92 77 | dpo@app.asso.fr |
| Legal Enquiries | +33 (0)1 40 35 92 77 | legal@app.asso.fr |
| Other Enquiries | +33 (0)1 40 35 03 03 | app@app.asso.fr |

12.6 Governing Law and Jurisdiction

These General Regulations shall be governed and interpreted in accordance with French law.

In the event that the Member considers that it has suffered prejudice as a result of a failure by the APP to comply with these General Regulations, not related to the challenge of a decision by the Access Commission, and considers initiating an action or claim, the respective representatives of the parties undertake to meet as soon as possible in order to seek an amicable solution within a period of fifteen (15) days following the request for the said meeting by the most diligent party.

In the event that the parties are unable to reach an amicable agreement on the dispute within thirty (30) days of the meeting, exclusive jurisdiction is expressly granted to the Tribunal de Grande Instance de Paris (Paris District Court), notwithstanding the plurality of defendants or the introduction of third parties, including for emergency proceedings, precautionary proceedings and petitions, for any dispute between them concerning the formation, validity, interpretation, execution, expiry or termination of the present General Regulations.

In the event of a dispute between the Beneficiary and the Supplier, the Party initiating the procedure or making a claim shall protect and indemnify the APP, its President/Secretary General of the APP, and its employees from said procedure or claim, and indemnify them for all costs, expenses (including legal and court fees), and damages resulting therefrom.