	<b>Up ! Membership Agreement</b>	<b>Writing date:</b> <b>6 November 2004.</b>
	<b>Free Broadcasting</b>	<b>Validation date:</b>
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#### Following of Versions-Revisions and Validations of the Document.

This document cancels and replaces any broadcasted document with a previous version-revision.

When receiving this document, the addressees have to destroy the previous versions-revisions, any copies, and to replace them by this version.

If the previous versions-revisions are kept as a memory, the addressees have to secure that they are not mismatching them with this version-revision for a current use.

Version.	Date.	Authors.	Creation, modification or validation.
<b>A</b>	21 Sept. 03	JPD.	Creation.
<b>B</b>	22 Oct. 04	JPD.	Correction and translation.

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The herein named parties:

- **Up ! Company**, company to be registered, represented by Mister Monsieur DUVAL Jean-Pierre;
- **Members** of **Up ! Application System** community.

Have agreed on what is following.

## Article 1 – Statute

The statute of **Up ! Application System**'s community is an exchange forum that is available through the **Internet** portal of **Up ! Company** at the address <http://www.up-comp.com/>.

This community gathers:

- Representatives of **Up ! Company**.
- Individuals called **Members**.
- Resources let for free handling – documents, drawings, plans, programs, examples, etc.

This community is managed by this hereby agreement.

## Article 2 – Object

The object of **Up ! Application System**'s community is to contribute to the defense, the promotion, the study, the enhancement, the development and the selling of the **Up ! Application System** software solution or any connected offers, through the help of the voluntary services of its members.

## Article 3 – Denomination


The **Up ! Application System**'s community is called **Up ! Community**. This naming is used in the rest of this agreement.

## Article 4 – Duration

**Up ! Community** is created for an unlimited duration.

## Article 5 – Administration

**Up ! Community** is managed by the representatives of **Up ! Company**. They are named **Administrators**.

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## Article 6 – Members

### Article 6.1 Membership

The membership to **Up ! Community** is open to anybody, without be limited to the belonging to a territory, a list of companies or a list of trades.

The membership to **Up ! Community** is free of charge. There is no obligation to buy any products or any services from **Up ! Company** or from one of these subsidiaries.

The membership is named.

The membership is made through a registering process on the **Up ! Company's** portal.

While claiming his membership, an individual accepts all these articles of this agreement and he is engage to make them respect. He is then called **Member**.

### Article 6.2 Termination

Each member can freely terminate his membership to **Up ! Community** with no justification and without notice.

The termination is made by an explicit action of noticing on **Up ! Company's** portal.

A member that terminated his membership to **Up ! Community** can be a member one more time.

### Article 6.3 Revocation

The administrators of **Up ! Community** are authorized to dismiss a member if the one does not respect the object of the community defined in the **Article 2**, if the one tries to misuse the community to his profit, the one of his company or the one of a third party, or if the one does not respect the articles of this agreement.

Once his revocation notified by an electronic mail, the revocation is immediate and without any possible appeal.

A dismissed member can no more be one more time a member for a two-year duration.

### Article 6.4 Investigation


**Up ! Company** is authorized to inquiry on the real intentions of new members joining **Up ! Community** in order to accept or not their membership.

## Article 7 – Intellectual Property

### Article 7.1 Logos, Brands, Drawings and Model

The logos, the brands, the drawings and et the models that are employed on any communicating supports – portal, paper documents, electronic documents, etc. – are the full property of **Up ! Company**, of one of its subsidiaries or of its holding.

No member can use on of them without a prior written agreement and signed by one of the representatives of **Up ! Company**, for either his personal use or the case of a company, may profitable or not.

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## Article 7.2 Information Transmitted by *Up ! Company*

Information, the paper documents, the electronic documents, the drawings, the examples of programs, etc. that identified or not by a logo or a brand for which *Up ! Company* is the owner, one of its subsidiaries is or its holding is, are freely usable by the members in the limit of the object defined in *Article 2* and the confidentiality agreement written in *Article 8.2*.

## Article 7.2 Information Transmitted by Members

Information, the paper documents, the electronic documents, the drawings, the examples of programs, etc. transmitted by the members the *Up ! Community* are freely usable by *Up ! Company*, one of its subsidiaries or its holding, by other members, in the limit of the object defined in *Article 2* and the confidentiality agreement written in *Article 8.3*.

## Article 8 – Confidentiality

### Article 8.1 Membership

The information claimed by the new member while registering his membership are only usable by *Up ! Company*, one of its subsidiaries or its holding. It will not in any case transmitted to a third party for a commerce purpose.

The information is freely modifiable by the member at any time.

The modification is handled through the *Up ! Company's* portal.

### Article 8.2 Information Transmitted by *Up ! Company*


Information, the paper documents, the electronic documents, the drawings, the examples of programs, etc. transmitted by *Up ! Company* to the community are confidential towards non-members, except explicit notice or if a specific and written agreement is stated with an administrator of *Up ! Community* and a member.

A member of *Up ! Community* cannot in any case transmit one of them to a third party, except if the first one engages for the name of the third party to make respect the articles of this agreement. The action of communicating asserts for agreement.

### Article 8.3 Information Transmitted by Members

Information, the paper documents, the electronic documents, the drawings, the examples of programs, etc. transmitted by a member of *Up ! Community* are confidential towards non-members, except if a written agreement is stated by a member.

Information, the paper documents, the electronic documents, the drawings, the examples of programs, etc. transmitted by a member to *Up ! Company* could be confidential towards other members of *Up ! Community*, in case of an explicit request of a member. The explicit request is handled at the time of the deposit of information, the document or the drawing.

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## Article 8.4 Anonymity

The membership to **Up ! Community** is anonymous towards non-members, except an authorization written by the member and asked to one of the administrators of **Up ! Community**.

The membership to **Up ! Community** cannot be anonymous towards the other members.

## Article 9 – Non-Competition

A member of **Up ! Community** is not allowed to use, to make use or to get a profit out for his account, for the one of his company or for the one of a third party, information, some documents, some drawings, some examples exchanged inside the community.

In this case, he or his company would be sued for industrial or business spying.

This ban is available even if the member leaved **Up ! Community**.

This article is no more applicable when the **Up ! Community** will be dissolved in consequence of the dissolution of **Up ! Company**.

## Article 10 – Appropriation Allowance

**Up ! Company** may appropriate the exclusive rights of the studies, the programs and the examples that were communicated or developed by members of **Up ! Community** in order to integrate them in all or in parts in the business offers of **Up ! Application System, Up ! Business, Up ! Software**, etc., while adapting them or not, whatever the process.

In this case, **Up ! Company** is committed to document, to test, to port, to maintain and to promote these new tools, modules or components with the same level of quality that the one for products it developed.


The members that previously made studies, programs or examples could not require any particular rights, except to be quoted as to be the authors at the origin of these studies, these programs or these examples.

No salary, no counter part whatever the form could not be due towards these concerned members, except a prior written agreement stated between them and one of the representative of **Up ! Company**.

## Article 11 – Dissolution

The administrators of **Up ! Community** can claim its dissolution at any time without any notice towards its members.

In case of dissolution, the members would be warned by a electronic mail.

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## Article 12 – Responsibilities

### Article 12.1 For the Transmitted Information

The information, the documents, the drawings, the examples of programs, etc. transmitted by **Up ! Company** to the community are not contractual. They are delivered as they are. They can behold some erroneous elements or that may be modified with time.

**Up ! Company** and the administrators of **Up ! Community** are not responsible for the consequences of applying or interpreting information transmitted, whatever it be, even in case of a loose of profit, operating lack or a lost of clients.

### Article 12.2 Towards Members

**Up ! Company** and the administrators of **Up ! Community** are not responsible of the actions or the dealings of members and the information transmitted by them inside **Up ! Community**.

Only the members, that make these actions or these dealings and the information are responsible and would be sued as such by a third party.

## Article 13 – Litigation

### Article 13.1 Disputes

Any disputes that may arise, about the interpreting or the performing of these articles of this agreement concerning the information, the members or the administrators, for the duration of the **Up ! Community** community of while dissolving it, are subjected to the dedicated Tribunal in Lyon, France.

### Article 13.2 Conformity to French Laws

This agreement is assumed to be consistent with the laws and any other articles that are applied in France, especially to the **Common Law** and to international laws.

If one of the paragraphs of one of these articles is in contradiction with a law or an article, it would be corrected in the sense of the law, or, at worst, would be considered as void and not written.

### Article 13.3 Translation of the Agreement

This document is a free translation of the French version of the articles of **Up ! Membership Agreement**. It is as it is and may behold some different interpretations, even mistakes. Only the original version written in French is genuine.

## Article 14 – Applying Date

Read and approved, by Jean-Pierre DUVAL, the 21 of September 2003.

**End of document**