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DEVELOPMENT LICENSE OF THE PARROT AR.DRONE SDK and APIs V2.0
(Creation of games for the Parrot AR.DRONE)

Article 1: Purpose
The purpose of the present Development License is to define the terms and conditions under which the Developer is authorized to use the source codes of the PARROT SDK and APIs to create under its own responsibility a Game for the AR.Drone and to market it for free or against payment.

Article 2: Definitions
The terms defined hereunder, used in singular or plural, shall have the following meaning:

- «PARROT SDK and APIs »: means the AR.Drone software development kit and AR.Drone APIs and associated documentation, allowing to pilot the PARROT AR.Drone, from a mobile phone, a console game, a computer or any other electronic device, and which source codes are provided for free to the Developer;
- « **Developer** » means a physical person, of age, having the capacity to accept the terms of the present License or a person, representing a company and having all powers to that effect to bind the company;
- "**PARROT AR.Drone**" or "**PARROT AR.Drone**" or « **PARROT Drone»** means the augmented reality drone developed by PARROT, without pilot, remote-controlled by a mobile phone, a console game, a computer or any other electronic device;
- « **Interoperability »**: means the ability of an application to exchange information with the Parrot AR.Drone or any it's accessories;
- " **Game for AR.Drone**" : means a software or a video game, created by the Developer from the **PARROT SDK and APIs** or any modified version, and which functionalities shall exclusively be dedicated to the use of the PARROT AR.Drone for entertaining, game, leisure or training purpose or any other purpose compatible with the terms of the present license;
- « **License** » means the present license of development and use of the API's;
- « **User Account»** means the information relating to the identification of a Developer, such as first name, surname, email address, login, password, company, title;
- « **User** »: means any physical person using the PARROT Drone or a Game for AR.Drone.

ARTICLE 3 – Identification
3.1 The downloading of the API's is subject to the Identification of the Developer by filling in the online registration form and accept the terms of the License by clicking the acceptance box on https://projects.ardrone.org .
3.2 The Developer commits to provide accurate information and to update the information, if necessary.

3.4 The User Account is personal and confidential; it cannot be assigned to a third party.

3.5 The Developer commits to inform PARROT immediately of any disclosure, non authorized use by a third party of the login and/or password of its User Account. In such case, PARROT shall be entitled to invalid the login and the password.

ARTICLE 4 – Conditions of Use

Notwithstanding the limitation and restrictions mentioned in article 5, PARROT grants to the Developer, who accepts, a personal, non-assignable, non-exclusive, worldwide, free license of development of the PARROT **SDK and APIs** authorizing the Developer to:
- reproduce, without number limitation, the API's on any device under its responsibility, and necessary to create the Game for AR.Drone;
- translate, adapt, arrange, modify the API's in order to create a Game for AR.Drone in the software and hardware environment chosen by the Developer;
- to market, for free or against fees, copies of the Game for AR.Drone created ;
- to grant licenses of the Game for AR.Drone to the Users of the PARROT Drone.

ARTICLE 5 – Restrictions to the license

5.1 The License of development and use of the API's is subject to the acceptance and to the respect by the Developer without any reserves of all restrictions and limitations listed hereafter:

Consequently, PARROT expressly forbids the Developer:
  i.   To do reverse engineering, decompile or attempt to extract the Source Codes of the PARROT Drone; under special legal conditions, necessary information for interoperability purpose might be requested from PARROT ;
  ii. To destroy, or alter any warning and copyrights notices;
  iii. To use the PARROT **SDK and APIs** to develop an application other than a Game for AR.Drone. The Game for AR.Drone shall have for sole purpose to be used by a User for entertaining, game, leisure or training. **The creation of applications for the use of the PARROT AR.Drone for professional use or use such as but not limited to military, and, without limitation, security, watching, spying, defence, cartography, is strictly forbidden.**
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       (2) Third party rights;
       (3) Applicable laws and regulations;
       (4) Any instruction provided by PARROT.

5.2 Therefore, and without limitation, the Developer commits when using the API's or when creating a Game for AR.Drone:
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5.3 PARROT is sole judge of the compliance of the Game for AR.Drone with the terms and conditions of the present License.

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The License of the PARROT **SDK and APIs** is granted for the duration of the intellectual property rights of the Game for AR.Drone. It enters into force upon acceptance by the Developers by clicking the acceptance box or using a modified release of the PARROT **SDK and APIs**.

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iv. The Developer has created a Game for AR.Drone containing bugs, viruses, worms, defects, Trojan horses, or any items of a destructive nature or PARROT has objective reasons to believe that the Game for AR.Drone contains of this item;

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7.1.3 In case of closing of a User Account or termination of the License, for whatever reason, articles which by their nature shall survive shall continue to be applicable, in particular articles 11.RIGHTS OF PARROT; 12.EXCLUSION OF WARRANTIES; 13.LIMITATION OF RESPONSIBILITY; 14.INDEMNITY; 15.GENERALS TERMS.

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Upon request of a video game editor, PARROT may perform specific development of the PARROT **SDK and APIs**, in order to enable the creation of a Game for AR.Drone for commercial purpose by such editor. The development services provide by PARROT shall be subject to a separate agreement between PARROT and the editor. PARROT and the editor shall share the revenues gained from the sale of games created thanks to the specific development for an amount to be determined by agreement between the parties.

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9.1 Due to technological innovations and for quality and/ or security reasons, the Developer acknowledges and agrees that PARROT may at any time modify the API's, namely by adjunction, removal, improvement of functionalities, or that PARROT may temporarily or definitely suspend the access to the API's, at its sole discretion and without notice. PARROT warrants – as far as possible and with no result obligation, the ascendant compatibility of the API's.

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