

## **Falcon 4.0: Allied Force**

### **Third party add-on agreement**

Lead Pursuit, LLC recognizes that individualization of the player's experience helps keep a simulation alive and the community engaged. To that end Lead Pursuit, LLC has developed a framework for limited third party add-ons to Falcon 4.0: Allied Force. We believe that this framework will provide members of the community a path to individualize their Falcon 4.0: Allied Force experience while still maintaining the highest level of realism, maximum software stability, and multiplayer compatibility.

Members of the community may submit add-ons to be tested, and at Lead Pursuit, LLC's sole discretion, approved add-ons will be made available via the official Allied Force auto-updater. All add-ons will be rigorously tested for stability in single and multiplayer mode. Submitters should recognize that there may be an extended period between our acknowledgement of receipt of a proposed add-ons and the communication of a decision to incorporate the add-on into Falcon 4.0: Allied Force.

### **Definition of Allowable Modifications**

Under the terms of an additional product EULA, which must be agreed to with every download, a list of the allowed add-ons will be provided. It is intended that these be restricted to certain areas only and include the following:

- \* Models / Model Textures
- \* Terrain Textures
- \* Tactical Engagements / Training Missions
- \* Documentation
- \* ACMI
- \* Squadron Patches / Pilot Pictures
- \* User created content originating from and created by the FalconAF executable

All modifications outside of the categories described above are prohibited, as described in the EULA supplied with the product.

No modifications except for Squadron Patches, Pilot Pictures, and user created content originating from and created by the Falcon 4.0: Allied Force executable may be released by any means other than Lead Pursuit LLC. This includes distribution for free or for monetary consideration.

No source code editing is permitted and all legal means necessary will be pursued to protect the intellectual property of Atari and Lead Pursuit. There are no other modifications to the database of entities shipped with the product and other associated files permitted.

Lead Pursuit reserves the right to modify the list of allowable modifications at any time.

## **Terms of 3rd Party Modifications**

Modifications to the areas above will only be allowed if the 3rd party author agrees to these terms as follows:

The 3rd party author must declare himself and his legal address, properly to Lead Pursuit, LLC and not use pseudonyms and other methods of disguise used throughout the Internet.

The 3rd party modification must require the full commercial product be installed in order for the end user to use the modification.

The 3rd party indemnifies both Lead Pursuit, LLC against any claims or damages as a result of the use of the 3rd party modification, without limit.

Full and complete documentation that the submitted modification is original work by the submitting party is required. This can be, but is not limited to, screenshots of the modification showing the work in progress. Textures will only be accepted if they are accompanied by any source materials used and in a 32bit layered format with no merged elements.

Third party modification to any existing material will be submitted on the basis that a no cost, perpetual, exclusive, and unrestricted license for use and modification is granted to Lead Pursuit, LLC. New material may be created by third parties and can be submitted on the basis that a no cost, perpetual, non-exclusive, and unrestricted license for use and modification is granted to Lead Pursuit, LLC.

## **Thank you!!**

All the members of Lead Pursuit want to take the opportunity to thank everyone that has supported our hobby over these many years and continue to support it through the purchase of products like Falcon: Allied Force. We are firmly focused on the future and how we can expand and enhance your simulation experience. We look forward to your comments and suggestions.

Best wishes,

Lead Pursuit, LLC

**Third Party Developed Add-ons Agreement**

This document forms an agreement between Lead Pursuit, LLC, a Texas company (referred to as The Company), and \_\_\_\_\_(insert name) residing at \_\_\_\_\_(insert address) (referred to as The Individual). This agreement is entered into willingly and not made under duress.

The Product is defined as any software or component thereof developed by Lead Pursuit, LLC.

Termination - this agreement will be deemed to be null and void if The Individual is found or suspected to be in breach of the terms and conditions detailed in this document or where doubt exists within The Company about the ownership of submitted modification.

The Company is not obliged under this agreement to publish any submitted modification but will employ best endeavors to inform The Individual of the decision for acceptance or rejection into the next update of The Product.

I reside at the address below and agree to be bound under the terms of the Third Party Add-on Framework detailed in this document.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Legal address)

Signed

*Kurt M Gieselman*  
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For and on behalf of Lead Pursuit, LLC