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Version 2.0
November 2008

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1.1. "AAF SDK" means the Original Code and any Modifications thereto. The term "AAF SDK" includes but is not limited to Standard Versions of the AAF SDK.

1.2. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. "Control" means direct or indirect beneficial ownership of or the right to exercise (a) more than fifty percent (50%) of the voting stock or equity in an entity; or (b) more than fifty percent (50%) of the relevant ownership interest or decision-making authority representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.

1.3. "Agreement" means this document.

1.4. "Contributor" means any individual or entity (and its Affiliates) that is an Initial Developer or that makes Modifications to the AAF SDK.

1.5. "Contributor Version" means the AAF SDK, including the Modifications made by that particular Contributor, whether in Executable form or Source Code.

1.6. "Executable" means computer program code in any form other than Source Code.

1.7. "Initial Developer" means the individual or entity (and its Affiliates) identified as the Initial Developer in the notice set forth in Exhibit A.

1.8. "Larger Work" means a work that combines Original Code and/or Modifications, or portions thereof, with computer program code not governed by the terms of this Agreement.

1.9. "Modification" means any addition to or deletion from the substance or structure of either the Original Code or any other Modification, or any addition to or deletion from the contents of a file containing Original Code or other Modification, or any new file that contains any part of the Original Code or other Modification.

1.10. "Original Code" means Source Code containing the notice set forth in Exhibit A that is first distributed under this Agreement by the Initial Developer and that is not a Modification.

1.11. "Source Code" means the preferred form of a computer program for making

changes to it, including all modules it contains, plus any associated interface definition files, or scripts used to control compilation and installation of an Executable.

1.12. "Standard" means the Advanced Authoring Format (AAF) as defined in the AAF Specification, and any Updates thereto, authored, adopted, and published by the Promoters of AAF and/or the Members of the Advanced Media Workflow Association, Inc.. Information about the Standard is available from the Standards Body.

1.13. "Standard Versions of the AAF SDK" means any and all versions of the AAF SDK which are designated as a "Standard Version" by the Standards Body.

1.14. "Standards Body" means the Advanced Media Workflow Association, Inc., a corporation duly formed under the laws of Delaware, with offices at 436 North Westfield Road, Madison, Wisconsin 53717, or its successor in interest, or any successor appointed by the Advanced Media Workflow Association for the purpose of maintaining the Standard and the AAF SDK, and its Affiliates.

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10. Effective Date. The terms and conditions of this Agreement will become effective upon Your first use, installation, or copying of the AAF SDK. You hereby represent and warrant that You have full authority to enter into this Agreement and grant the licenses set forth herein.

EXHIBIT A - Required Notice.

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