

MyRepublic Al Automation Box Service - Specific Terms and Conditions

The MyRepublic Al Automation Box Service Specific Terms and Conditions ("AAB Service Terms") set out the basis on which MyRepublic Broadband Pte. Ltd. ("MyRepublic", "we", "our" and "ours") will perform the Service (as defined below) set forth in the SoW mutually approved and agreed upon in writing.

This AAB Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions ("Business General Terms').

1. **Definitions**

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1.1. In these AAB Service Terms and the SoW, words and expressions shall have the following meaning:

"Agreement" means the signed SoW, this AAB Service Terms, and the Business General Terms.

"Customer," "you," "your," and "yours" refer to you, the end customer and user subscribing to AAB.

Equipment or Server means the hardware equipment that includes the server hardware, respective components, accompanying accessories and/or its associated software that is made available by MyRepublic to Customer. It does not include hardware and/or software purchased by Customers that are not through MyRepublic.

Managed Service refers to the provisioning of any ongoing, proactive, and reactive management, operation, monitoring, support, and maintenance of the AAB by MyRepublic, in accordance with the agreed service levels and scope of work. This may include, but is not limited to, services such as system administration, network and server monitoring, incident management, helpdesk support, patch management, data backup and recovery, cybersecurity management, performance optimisation, and configuration changes. Unless otherwise agreed in writing, the Managed Service excludes the supply of hardware, thirdparty software licensing costs, or professional services not expressly included in the service scope or description.

Premises means the installation address stated in the Application form in which the Server shall be installed.

Professional Service refers to the any provision of specialised, project-based information technology services by MyRepublic to the Customer, delivered through qualified personnel with the relevant expertise and experience. Such services may include, but are not limited to, consulting, solution design, system integration, software installation and configuration, custom development, data migration, project management, technical assessments, and training. Professional Services are typically delivered on a time-andmaterials or fixed-fee basis, as specified in the applicable Statement of Work or written agreement, and are distinct from ongoing support or operational services provided under an IT Managed Service.

Service refers to our MyRepublic Al Automation Box Service with more details as set out in the SoW.

SoW or Scope Of Work refers to the detailed description of the tasks, deliverables, timelines, responsibilities, milestones, service levels, acceptance criteria, and any other relevant specifications to be performed or provided by MyRepublic while delivering IT

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Professional Services or IT Managed Services to the Customer. The Scope of Work shall be set out in a written document (such as a Statement of Work, Service Order, or Project Plan) agreed to and signed by both parties and may include amendments or change requests as mutually agreed in writing. The SOW serves as the basis for measuring performance, fulfilment, and completion of the services provided under this Agreement, and any work performed outside the agreed Scope of Work shall be subject to additional charges and separate authorisation by the Customer.

- 1.2. For the purposes of interpretation and construction of the agreement:
- 1.2.1. words importing the singular or plural include the plural and singular respectively;
- 1.2.2. headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- words "include", "includes" and "including" shall be deemed to be followed by the phrase "without 1.2.3. limitation": and
- 1.2.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

2. Terms of Service

- 2.1. MyRepublic agrees to provide, and Customer agrees to take and pay for, the Service set out in the SoW.
- 2.2. The Service is provided at Customer's request and Customer accepts that it is responsible for ensuring that the Services are suitable for its own needs.

Application and Eligibility 3.

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- 3.1. You may apply for the Service through our authorised representative in person or in writing using our latest application forms ("Application").
- 3.2. You must comply with the below requirements in order to be eligible for the Service:
- be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (UEN);
- 3.2.2. qualify under our credit policy including not having any outstanding debt with us;
- provide details of an authorised contact person with a valid email address and contact phone number; and
- 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the Service, and
- 3.2.5. not have been a customer who has previously misused our services.
- 3.3. We may request for additional technical documentation including completed assessment questionnaires as part of your Application.
- 3.4. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit

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reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.

- 3.5. We may impose additional conditions when accepting an Application such as a credit limit, orwe may require you to pay a security deposit before we activate and supply the Service.
- 3.6. We reserve the right not to accept your Application of the Service at our sole discretion and without any liability to you.
- 3.7. The service lead-time of the Service is as stated in the SOW and subject to availability of resources, access, and the procurement of all relevant approvals.
- 3.7.1. We have the right to reject your Application if we are unable to meet the service activation date requested by you.
- We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party's act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.8. The Request for Service ("RFS") date in your Application should not be shorter than the provisioning lead-time of the Service you have requested. We have the right to reject your Application if we are unable to meet your RFS date.
- 3.9. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the Service by the service activation date requested by you.
- 3.9.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.
- 3.10. In the event that we are unable to complete the Services required by Customer on the RFS date, we will provide an alternative date specified by us in writing.

4. Al Automation Box

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- 4.1. MyRepublic will provide customer with the Server according to Customer's requirement or as per MyRepublic predefined Service package.
- 4.2. We may access and pre-install the necessary software components into the Server before delivering the Server to the Customer's location. Our installation of any software is provided purely on the basis of us assisting you with the installation process. We are not a reseller or distributor of the software.
- 4.3. By signing up for AAB, you confirm that you have read and agree to the terms and conditions of the licences for each of the software you have requested for us to install on your behalf. MyRepublic makes no warranties on any of the software whatsoever. Any issues arising from the software installed shall be subject to the relevant licence agreements and be handled between you and the software owner directly.
- 4.4. The Server will be delivered to Customer's installation address submitted by Customer.
- 4.5. Due to unforeseen circumstances, the actual lead time for the Server delivery may vary and will be advised by the MyRepublic's representative upon order submission by the Customer and order acknowledgement by MyRepublic's Business Order team.



- 4.6. Unless otherwise stated, ownership of the Server belongs to MyRepublic for the duration of the Service. Upon termination of this Agreement, Customer shall have option to retain ownership of the Server pursuant to Clause 11.3.
- 4.7. For the duration of the Service, the Customer will have to take due care of the Server and shall bear the cost of loss or damage to the Server for any cause.
- 4.8. If any of the Servers are lost or damaged which cannot be remediated by manufacturer's warranty, Customer will pay the replacement cost for the Server and the cost incurred to deliver and install them. Your MyRepublic's sales representative will advise you on the charges to be paid after their assessment.
- 4.9. The Server rented to you may receive installations or upgrades of software remotely by MyRepublic or our authorised partners from time to time. This is to ensure optimal functioning of the Server and to ensure ongoing fulfilment with scope of the service.
- 4.10. You are responsible for all your data (personal, confidential, proprietary information) on the Server at all times. MyRepublic will not be responsible for the data in the Server.
- 4.11. Customer will provide access (physical and remote) to Customer's Server for support purposes as necessary.
- 5. Delivery and Deployment of Server

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- 5.1. If applicable, MyRepublic will deliver or provide installation of the respective Server as stated in the SoW.
- 5.2. You acknowledge and agree that the installation, provisioning and activation of the Server is subject
- availability of all required information, including detailed demarcation information and onsite contact information:
- 5.2.2. availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals at the time at which the Server is requested or delivered;
- you, your representative, including building management, cooperating with us in the installation and provisioning procedures;
- geographic and technical capacity of our Network and of our delivery systems at the time at which the Server is requested or delivered; and
- provisioning lead-time for the Equipment. Such provisioning lead-time will be determined by us in our discretion and may be changed by us.
- 5.3. We reserve the right not to provision the Server to your Premises where we consider it uneconomic or unsafe to do so or if:
- 5.3.1. the service application form that you submitted is not duly completed and signed;
- 5.3.2. we are unable to provide the AAB due to any of the reasons stated in clause 5.3.3 below;
- you do not agree to pay for additional charges that is not borne by us, including a long-term security deposit, non-refundable insurance fee or admin fee, and charges to open access panel(s), for security personnel, for civil works, additional mechanical and electrical works; or

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- the operating conditions and specifications stipulated by us for the proper performance of the AAB, or the installation, operation and maintenance of the Equipment, is not provided.
- 5.4. We will need to access your Premises to conduct a site survey, and subsequently followed by the installation Equipment, configuration of Equipment, and testing and activation of the AAB. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
- 5.5. You or your representative, including building management if required must be physically present at the time of installation and must provide access to the designated location or any other locations on the date(s) agreed to by us. Such building access and escort must also be provided to other necessary personnel to perform the installation of the AAB.
- 5.6. You are required to get MyRepublic's prior written consent if you wish to move the Equipment to a different Premise.
- 5.7. The deployment of the Equipment does not include the following;
- 5.7.1. Project management component;
- 5.7.2. Configuration document;
- 5.7.3. Migration planning; and
- 5.7.4. Configuration of features that are not listed in the SoW.
- 5.8. Other deployment charges
- Delivery and Deployment are default done during office hours, weekdays between 9am to 6pm, excluding public holidays.
- 5.8.2. Charges for delivery or deployment after office hours / weekends / eve of public holiday / public holidays will be applicable if required by Customer.
- Any visits by our engineer to resolve technical issues related to Customer's issue or Servers outside of the scope set out in the SoW will be chargeable.

6. Server Warranty

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- 6.1. The MyRepublic Al Automation Box uses hardware technology from ASUS, Dreamcore and others technology companies and as such by using MyRepublic Al Automation Box you agree that the warranty of the MyRepublic Al Automation Box is subject to ASUS' and Dreamcore's policies and you agree to comply with the respective policies, including but not limited to Terms of Use, Warrantu Guidelines, and Privacu Policu while using MyRepublic Al Automation Box.
- 6.2. The Customer acknowledges and agrees that MyRepublic shall not be responsible for providing support in relation to any hardware-related issues. In the event such issues arise, the Customer shall directly contact the respective hardware vendor for assistance. MyRepublic's sole obligation in this regard shall be limited to furnishing the Customer with the relevant contact information of the applicable hardware vendor.
- 7. Managed Server Monitoring and Management (For Managed Services only)

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7.1. Change Management

- 7.1.1. Customers can request for software configuration changes to the Server during the contract period. This is limited to changes that can be done remotely.
- 7.1.2. Customers are to submit their change request to our Customer Service team via email (Integrate.ai@myrepublic.net).
- Our operations team will analyse the change request and determine how the change will affect the implementation date, charges and terms and conditions, if any.
- Customers will receive a response by the next business day.
- 7.1.5. If the change request is approved, implementation will be done a mutually agreed time between Customer and MyRepublic support engineer.
- 7.2. Fault Monitoring/Alerting
- 7.2.1. MyRepublic will provide fault monitoring of the Managed Server.
- 7.2.2. MyRepublic will only monitor the Servers provided by MyRepublic as part of the managed services offering.
- 7.3. Hardware failures

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- Should the hardware fail during the contract period, the Customer will arrange for a repair of the affected Server or respective server components. Unless otherwise subscribed, there will notbe a temporary replacement unit while the affected hardware is shipped for repair.
- 8. Customer and Technical Support (For Managed Services Only)
- 8.1. We provide remote technical service support from Monday to Friday 9am to 6pm (excluding public holidays). For the purpose of security and accountability, we will only provide assistance to the officers listed on your Application.
- 8.2. If we are unable to resolve a fault remotely, we may dispatch a field engineer on-site to troubleshoot the issue during the support hours of Monday to Friday 9am to 6pm (excluding public holidays). The provision of on-site support is subject to resource availability.
- 8.3. Local On-Site Warranty for the Server is provided as part of Al Automation Box Service offering.
- 8.4. Prior to on-site service, our technical support agents may request that you assist in troubleshooting the Server.
- 8.5. If the problem is not solved remotely, onsite technical support for the Server will be arranged with an authorised technician who will be sent to Your location generally by the end of the next business day; response times may vary depending on geographic location, spare parts and local service availability.
- 8.6. You will be required to provide the authorised technician with access to Your facilities and Server as well as electricity, internet connection, Driver CD/DVD (if delivered with the Server), and a sufficient and safe working space.
- 8.7. If the Server fails during normal and proper use within the coverage period of this service package, MyRepublic will repair or replace the defective parts of the Server, or the Server itself, with new or reconditioned parts or products that are functionally equivalent or superior to those originally

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supplied.

- 8.8. In case the authorised technician finds the Server to be outside of the coverage scope, a charge list will be issued to you and the Service will only be provided against payment. If you choose not to proceed with the repair, you will be billed for any cost already incurred by MyRepublic (including but not limited to sending technician on-site, testing/debugging etc.).
- 8.9. Back up all your personal data and remove any confidential, proprietary information on the hard drive. MyRepublic will not be responsible for any loss of your own programs, data or information as indicated above.
- 8.10. Retrieve the following information from your Server: operating system version, BIOS version, and notify if you have made any recent hardware or software changes.
- 8.11. Ensure you have the following information readily available: your Server's model name, serial number. You may be required to provide this information before any support service shall be offered or is scheduled to be performed.

9. Third-Party Software Integration

- 9.1. Where the Customer intends to integrate with or install third-party software into the Al Automation Box, the Customer represents and warrants that it has obtained, and shall maintain throughout the term of such integration or installation, all necessary and valid licences, rights, and permissions required under applicable laws (including but not limited to intellectual property laws of Singapore) to use such third-party software for the intended purpose.
- 9.2. Where MyRepublic is engaged to perform the integration or installation services, the Customer shall provide MyRepublic with all necessary access credentials, documentation, and reasonable assistance required for the proper performance of the services. The Customer shall, where necessary, grant written authorisation for MyRepublic to communicate directly with the relevant third-party software vendor as the Customer's authorised representative, solely for the purpose of facilitating the integration, installation, or related support services.
- 9.3. MyRepublic reserves the right, at its sole discretion, to reject any request to integrate with or install third-party software into the Al Automation Box, including without limitation where such software may give rise to security, compatibility, regulatory, legal, or operational concerns under Singapore law or industry best practices.
- 9.4. MyRepublic shall not be liable for any loss, damage, or liability suffered or incurred by the Customer arising from (i) the Customer's failure to obtain or maintain appropriate licences, rights, or permissions for any third-party software; or (ii) any security, compatibility, legal, regulatory, or operational issues resulting from such integration or installation.

10. Customer Responsibilities

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- 10.1. Customer shall pay for the Services at the rate set out in the relevant SOW or otherwise agreed in writing by us. The rates are exclusive of any value added tax that shall be payable by Customer at the rate and in the manner prescribed by law.
- 10.2. Customer shall provide the Consultant with all information and help reasonably required by the Consultant and shall make available such of its own appropriately qualified staff as may be reasonably required to assist the Consultant with the performance of the Services, including:
- 10.3. providing the Consultant with such computer facilities, and office facilities at its premises as may

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reasonably be necessary to enable the Consultant to perform the Services including suitably equipped accommodation and facilities for making telephone calls to and from the Consultant's offices in private;

- 10.4. providing full access to those areas of Customer's premises that are required for performance of the Services:
- 10.5. authorising the Consultant to have access to those computer systems to which it is reasonably necessary to have access for the provision of the Services; and Customer shall take all reasonable steps to ensure the health and safety of the Consultant while they are at Customer's premises.

11. Acceptable Use Restrictions

- 11.1. You must not use the Service in any unlawful manner, for any unlawful purpose, or act fraudulently or maliciously. For example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system.
- 11.2. You must not use the Service in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users.
- 11.3. Acts that breach this Clause 11 shall be determined at MyRepublic's sole discretion.

12. Termination of Service

- 12.1. Either MyRepublic or Customer can give at least 30 days' written notice to the other party to terminate the Service and this Agreement, unless otherwise specified herein. Upon termination, charges as stated in clauses 13 may apply.
- 12.2. We may terminate all or any part of the Service or terminate this Agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement if:
- 12.2.1. you breach any of the terms and conditions of this Agreement or any other agreement you have with us, including but not limited to failing to make any outstanding payments on time;
- 12.2.2. you become or threaten to become bankrupt or insolvent, or die;
- 12.2.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
- 12.2.4. you provide incorrect, false or incomplete information to us;
- 12.2.5. if you are likely to create imminent harm to any of MyRepublic's network or services, or defraud us, or are likely to create imminent harm or are abusive to our personnel.
- 12.3. At the completion of the contract period with no outstanding charges owed to MyRepublic, the full ownership of the Server will be transferred to you.
- 12.4. If this Agreement is terminated prior to expiry and you have paid the early termination fee promptly, ownership of the Server shall be transferred to you. If you should fail to pay any outstanding fees within the timeframe stated, MyRepublic reserves the right to retrieve the Server from you, and you agree to allow MyRepublic employees or agents onto your Premises to retrieve the Server.

13. Early Termination

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- Should you require to terminate the Service earlier that the agreed term, an early termination fee will 13.1. be applicable.
- 13.2. Early termination fee is the total sum of monthly recurring charges for the remaining applicable contract period.

14. Audit

- 14.1. MyRepublic may inspect, or have an accountant or auditor physically inspect and account for, the Server and records relating to the contract and compliance with its terms and conditions, at any time during the duration of the contract. Any such audit will be conducted during customer's normal business hours and in a manner that does not materially interfere with customer's normal business operations. Customer shall provide all reasonable assistance for such audit.
- 14.2. If any audit reveals that the customer is in breach of the contract, then customer shall (a) reimburse MyRepublic for the actual expenses associated with the audit and (b) if applicable, compensate MyRepublic (MyRepublic's sales representative will advise the customer on the charges to be paid after their assessment) for any unauthorised use of the Server (e.g., any use by any unauthorised users).

15. Liability

- 15.1. The AAB (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the AAB or rely on any Content obtained through the AAB at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and noninfringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the AAB will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the AAB, or any interruption or degradation of the AAB quality which may arise from the following:
- 15.2. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
- 15.3. equipment, network or facility failure;
- 15.4. equipment, network or facility upgrade or modification;
- 15.5. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
- 15.6. equipment, network or facility shortage;
- 15.7. equipment or facility relocation;
- 15.8. service, equipment, network or facility failure caused by the loss of power to you;
- 15.9. any act or omission by you or any person using the AAB or Equipment provided to you;
- 15.10. any third party's service, equipment, software, network or facility; or
- any other cause that is beyond our control, including, without limitation, a failure of or defect in any 15.11. Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 15.12. Without prejudice to clause 15.1 above, we make no warranty:

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- 15.13. that the AAB, the software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
- 15.14. as to the accuracy, reliability or quality of any content obtained through the AAB or that defects in any software will be corrected; and
- 15.15. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("the Relevant Parties") and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 15.16. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 15.17. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 15.18. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.
- 15.19. The limitations and exclusions of liability in this agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act 1977.

16. Matters beyond Our Control

- 16.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 16.2. Without prejudice to clause 16.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

17. Indemnity

17.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the AAB, your negligence, omission, act or breach of these AAB Service Terms.

18. Revision

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18.1. We reserve the right to change, amend or revise the AAB Service Terms. The revised AAB Specific Terms shall become effective once posted on MyRepublic's website.

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