KIPHS SOFTWARE LICENSE AGREEMENT

THIS KIPHS LICENSE AGREEMENT ("Agreement") is made and entered into this __IST_ day of __JANUARY_____, 2022 by and between KIPHS, Inc., a Kansas corporation ("Licensor"), and Mendocino County Public Health Dept (hereinafter referred to as "Licensee").

RECITALS

- A. Kansas Health Institute ("KHI") is the sole and exclusive owner of certain local health department client centered personal health service delivery computer application software known as the Kansas Integrated Public Health System, as the same may exist on the date hereof ("KIPHS Software") as well as all Documentation and Derivative Works (as that term is herein defined) (collectively, the "Intellectual Property");
- B. KHI desires to expand, improve, and foster the use of the KIPHS Software; and
- C. Licensor has acquired an exclusive license to commercially exploit the Intellectual Property, including the right to sublicense the KIPHS Software to third
 parties ("KIPHS Software License"); and
- Licensee desires to receive a license of KIPHS Software under the terms of this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

- (1) Agreement to Participate: Licensee agrees during the Term hereof to use KIPHS Software, and all desired features thereof (unless otherwise agreed in writing between the parties hereto) in its operations. Licensor may, from time to time in such ways and with such resources as Licensor in its discretion elects, during the Term hereof provide Licensee with installation and maintenance services, and upgrades.
- (2) License Agreement:
 - (a) Grant of License: Licensor hereby grants Licensee a personal, nonexclusive, and non-transferable license to use KIPHS Software and Documentation during the Term hereof strictly in accordance with the terms and conditions hereinafter set forth. KIPHS Software, and all copies thereof, in whole or in part, and all copyright, patent, trade secret, and other intellectual and proprietary rights therein, are and shall remain the property of Licensor. Licensor and Licensee each hereby agree that notwithstanding the contrary provisions of any other agreement, this Agreement shall be the sole and exclusive document controlling the rights, powers, duties and liabilities of each party hereto with respect to KIPHS Software and the other subjects addressed herein. For purposes of this Agreement, the term "Documentation" shall mean any KIPHS Software manual and any written or printed technical material (including any materials posted on a Website of Licensor) provided by Licensor for use with the KIPHS Software to explain the operation of the KIPHS Software and/or aid in its use.
 - (b) <u>Limitations on Use</u>: Licensee shall use KIPHS Software only in the United States and only on the Licensee's computer system. Licensee shall at Licensee's expense, within a period of 30 days after the release of any new version of KIPHS Software, move to any current version of KIPHS Software supplied by Licensor; and cease all use of prior versions of KIPHS Software. Licensee employees shall use KIPHS Software only as part of their work with Licensee, and within said employment only in strict accordance with the provisions and restrictions of this Agreement. No other use of KIPHS Software is licensed or permitted without the written consent of Licensor and KHI. Without limiting the generality of the foregoing sentences, neither Licensee nor any employee thereof (nor any person or entity having access to KIPHS Software through Licensee) shall utilize KIPHS Software, or any information derived there from, to design, develop, produce, sell or license any computer software or hardware competitive with KIPHS Software or any component thereof. Neither Licensee nor any employee thereof (nor any person or entity having access to KIPHS Software through Licensee) shall, during or after this Agreement, copy, modify, reverse assemble, reverse engineer, decompile, or otherwise attempt to discern the source code of the KIPHS Software, in whole or in part, or of any other proprietary aspects of the Intellectual Property nor remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Licensor on or in any part of KIPHS Software.
 - (c) Confidentiality: Licensee agrees to design, and at all times during and after the Term hereof implement and maintain, all reasonable, prudent, and/or legally required security procedures to maintain the confidentiality of the data stored within KIPHS Software (as those standards and requirements are recognized or imposed from time to time), such that no such data (or any portion thereof) is ever revealed to any person or entity except those fully authorized and entitled to receive the same, and then only to the extent and in such manner as no civil, criminal, or administrative liability to any party shall arise from such disclosure. Licensee acknowledges and agrees that KIPHS Software as a product does not necessarily include such security features, that the same must be designed by and acquired from other sources, and that the fees paid by Licensee hereunder are not for a product containing such security features (but expressly exclude the same). Licensee represents and warrants to Licensor that such security features will in fact be designed and obtained by Licensee from others, and will be implemented and at all times followed and maintained. Without creating any right to use KIPHS Software after termination of this Agreement, the limitations on use shall in all events survive (without limitation) any termination of this Agreement.
 - (d) Exceptions to Confidentiality Provisions: Notwithstanding the above, either party may disclose (1) all or part of the Intellectual Property to its employees or independent contractors (with a need to know such information), and (2) the Software to Licensee's employees, agents, or independent contractors (having a reasonable need to know such information); provided that Licensee and such parties have entered into a written confidentiality agreement on terms not less restrictive than those contained herein. Licensor shall be named a third party beneficiary to such confidentiality agreements with the express authority to enforce such agreements against such parties.

- (e) Exclusion of Warranties and Limitation on Remedies: Licensor expressly warrants that KIPHS Software, as delivered hereunder, will be on media which will copy onto Licensee's workstations, if said workstations meet the specifications established by Licensor for the same (which specifications will be furnished upon request). In the event the media fails to initially copy, Licensor will replace the media. EXCEPT FOR THIS EXPRESS WARRANTY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. LICENSOR HAS NO CONTROL OVER THE CONDITIONS UNDER WHICH LICENSEE USES THE KIPHS SOFTWARE. THEREFORE, LICENSOR DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE. EACH PROGRAM AND EACH OF THE DOCUMENTATION IS BEING PROVIDED ON AN "AS IS" BASIS ONLY. THE PARTIES HERETO AGREE THAT WITHOUT LIMITING THE GENERALITY OF THIS WARRANTY DISCLAIMER, THERE ARE NO OTHER WARRANTIES OF ANY KIND, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL LICENSOR BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF KIPHS SOFTWARE, OR ANY PORTION THEREOF, OR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE, MISUSE, OR LOSS OF USE OF DATA, OR THE LOSS OF PROFITS, EVEN IF LICENSOR HAS BEEN TOLD OF THE SAME. IN ABSOLUTELY NO EVENT MAY ANY RECOVERY EXCEED THE TOTAL FEES ACTUALLY PAID HEREUNDER FOR THE ANNUAL PERIOD IN WHICH THE CLAIM IS MADE. The fees paid hereunder by Licensee reflect this understanding, and Licensee acknowledges that this Agreement would not have been entered into by Licensor had the warranties not been disclaimed and the remedies limited as set forth in this subsection.
- (f) Limitations on Copying, Reproduction, Disclosure & Assignments:
 - (i) <u>Copies Furnished by Licensor</u>. Licensor shall furnish Licensee with one copy of KIPHS Software and associated PROGRESS database licenses. Licensor shall register the PROGRESS licenses operating at Licensee with Progress Software Corporation.
 - (ii) Replacement Copies. Licensor will replace the copy of KIPHS Software and associated PROGRESS database software upon receipt of information, which Licensor in its discretion deems adequate, demonstrating that the original copy furnished hereunder has been destroyed.
 - (iii) Other Copies Prohibited. Licensee shall, both before and after termination of this Agreement, be prohibited from duplicating KIPHS Software or the PROGRESS database program, or any portion thereof, onto any media, including, but not limited to, paper, magnetic tape, paper tape, disc, or other electronic media, other than for the purpose of making backup copies.
 - (iv) Nondisclosure of Software. Licensee recognizes and acknowledges that KIPHS Software and the PROGRESS database, together with all information derived there from, constitute confidential information, which is proprietary to Licensor and Progress Software Corporation. Licensee therefore agrees that Licensee will not provide, transfer or disclose KIPHS Software, or any part thereof, to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as necessary to use KIPHS Software as a case management system for its own cases or unless: (i) such disclosure is pre-authorized by the non-disclosing party in writing; (ii) such information was previously known by the disclosing party free of any obligation to retain confidentiality; or (iii) such information has been or subsequently is made public through no breach of this Agreement by the disclosing party; or (iv) such disclosure is required by any governmental agency or by court order; provided, however, that the disclosing party must provide the non-disclosing party prompt notice of such order and the opportunity to intervene and/or seek a protective order or other remedy..
 - (v) Assignments. Licensor may assign its interest in this Agreement without the consent of Licensee. However, Licensor will notify Licensee in writing prior to making the assignment. If the license between KHI and Licensor is terminated or cancelled, Licensee acknowledges that KHI (or its designee) shall have the option (but not the obligation) in KHI's sole and absolute discretion, to assume any or all of Licensor's rights and obligations under this Agreement. Licensee may not assign, sublicense, hypothecate, grant a security interest in, or otherwise transfer this Agreement, or any rights derived thereunder, without the prior written consent of Licensor and KHI, which may be granted or withheld by Licensor or KHI in their respective sole discretion.
 - (vi) Governmental Licensee. If Licensee is a department or agency of the federal government, Licensee acknowledges the KIPHS Software is "commercial computer software" or "commercial computer software documentation," and Licensee's rights are limited to the terms of FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable
 - (vii) Progress Software Corporation User Agreement. Licensor has entered into a software agreement for use of the PROGRESS database products in the development of and use of KIPHS Software. Licensee agrees to be bound by the terms and conditions of the Progress Software Corporation Application Partner Agreement, attached as Exhibit 1.
- (3) Annual License Fee: The Licensee shall pay a yearly license fee in advance as set forth in Exhibit 2 hereto, as a license fee for KIPHS Software and for any other services provided by Licensor hereunder. The first annual payment shall be paid by Licensee to Licensor upon completion of the software installation and system conversion, and each subsequent annual fee shall be paid no later than the first day of each subsequent calendar year. All references in this Agreement to the "Term" hereof shall refer to the period for which Licensee has paid a license fee unless this Agreement is earlier terminated, in which event the Term hereof shall end upon the date of such termination. Other than as set forth in Exhibit 2, Licensor reserves the right to adjust the annual license fee based (in part) on Licensor's cost of supplying the services delineated. In addition to any license fee or other amounts charged hereunder, Licensee shall pay to or reimburse Licensor for amounts equal to any sales and/or use tax, excise tax, tariff, duty, property tax or assessment (other than any tax based upon Licensor's net income) and related interest and penalties imposed by any governmental authority at any time regarding the License or use of the Software or the services provided by Licensor. Such amounts shall be invoiced to Licensee by Licensor, and Licensee shall promptly reimburse Licensor for such amounts. Maintenance services will be provided by a combination of telephone, email, and Licensor access to the Licensee's web site.

(4) Termination/Transfer:

- (a) Licensor, in its sole discretion, may terminate this Agreement at any time if: (1) Licensee fails to pay any amount due within ten (10) days after notice to Licensee that the same is delinquent or if Licensee otherwise fails to timely satisfy the conditions outlined in this Agreement; (2) Licensee dissolves, becomes insolvent, or fails to function; (3) Licensee violates the terms of KIPHS Software License (or any other provision of this Agreement) or the PROGRESS sublicense; or (4) Licensor is unable or unwilling to continue to maintain and support KIPHS Software (in which case, Licensee will be entitled to a refund of any licensee fees paid for periods occurring after the termination date.).
- (b) Licensee may terminate this Agreement upon not less than 60 days' prior written notice to Licensor provided that the Annual License fees have been paid through the date of termination.
- (c) In the event the Agreement is terminated by either party without cause, then notwithstanding anything to contrary set forth in this Agreement, Licensee shall be afforded a reasonable time, but not to exceed 120 days, for conversion of its data to another system and, at the end of such time, shall: (1) return the original and all copies of KIPHS Software and PROGRESS data base to Licensor, or portions thereof, in all forms of media (2) permanently erase all copies of KIPHS Software on any computer or other media in which it has been installed, and (3) certify in writing under sworn oath to by Licensor's chief executive officer/director that no copies (in any format, whether electronic or otherwise) of KIPHS Software or PROGRESS database have been retained by any Licensee or any other person or entity. Further, if notwithstanding the prohibitions against the same, Licensee has modified the KIPHS Software or the PROGRESS database shall be completely removed from the updated work and returned to Licensor as provided in this Section. If it is necessary for Licensor to bring legal action to enforce the provisions of this subsection, Licensee shall pay Licensor's costs of any such action or proceeding, including but not limited to, attorneys' fees.
- (d) Licensor shall deposit a copy of the source code for the KIPHS Software with an independent third party escrow agent. In the event Licensor ceases to be in business or is dissolved in any manner provided by law; KHI declines to assume all of Licensor's contract obligations; and no successor entity with proprietary ownership interest and control over Licensor is then available to Licensee to provide installation, maintenance, or upgrade services for the KIPHS software during the then remaining Term of this Agreement, the parties agree that a copy of such KIPHS software source code shall be made available to Licensee by such escrow agent and that in such event, Licensee may make use of said information to maintain or upgrade the KIPHS software for its private use as contemplated by this Agreement as it deems necessary, in Licensee's sole discretion, subject to the terms and conditions set forth in the KIPHS Software Licensee.
- (e) If Licensor offers the KIPHS software on another hardware platform or operating system, Licensee has the right to transfer the software to the alternative hardware platform or operating system. If this election is made, the Licensee will reimburse Licensor for the costs incurred in transferring the software to the alternative platform or operating system.
- (5) Export Law Assurances: Licensee agrees and certifies that neither the Software, nor the Documentation, nor any other technical data received from Licensor, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software and/or Documentation has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software and/or Documentation nor any other technical data received from Licensor, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software and/or Documentation.
- (6) Indemnity: Licensee, to the fullest extent permitted by law, shall indemnify and hold harmless Licensor, Licensor's stockholders and affiliates, and all officers, directors, partners, employees, agents predecessors in interest, contracting parties, and vendors (each individually, an "Indemnitee") of Licensor and Licensor's stockholders and affiliates from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative, or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to (i) any use (without limitation, including misuse) by Licensee or others of KIPHS Software as licensed hereunder, or the data collected as a result thereof, (ii) any violation of any provision of this Agreement, and/or (iii) any act or omission of Licensee. Licensee, upon written notice from Licensor or any Indemnitee, shall at Licensee expense resist or defend such action or proceeding by counsel reasonably approved by Licensor in writing. In the event Licensee shall fail to do so after such written notice, Licensor (or any Indemnitee) shall be entitled to do so, at Licensee's sole expense. The provisions of this Paragraph shall survive termination of this Agreement for any reason.
 - LICENSOR shall defend, indemnify and hold LICENSEE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of LICENSOR's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LICENSOR, its officers, agents, or employees.
- (7) Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the KIPHS Software and supersedes all previous agreements heretofore made and executed. Any alteration in the terms of this Agreement must be in written form and must be signed by both Licensor and Licensee.
- (8) Execution by Licensee: Licensee represents and warrants to Licensor that the execution, delivery and performance of this Agreement has been duly authorized by all governing bodies whose approval or authorization is required by law or any of Licensee's organizational documents, ordinances, rules or procedures, that this Agreement is the lawful and binding obligation of Licensee, enforceable in accordance with its terms and that the execution, delivery and performance of this Agreement by Licensee does not violate any law, ordinance, regulation or rule to which Licensee is subject or constitute a breach of any agreement, order or other undertaking to which Licensee is a party or otherwise bound.

- (9) No Waiver/Nonexclusive Remedies: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition or of the right to seek any remedy. No remedy made available to Licensor by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given or now or hereafter existing at law, in equity, by statute or otherwise.
- (10) <u>Derivative Works</u>: Notwithstanding the prohibitions against the same, to the extent that the KIPHS Software or any related software manual or any written or printed technical material provided by Licensor to explain or aid in the use of the KIPHS Software is modified, altered, incorporated into, or used in association with any other computer software, whether the same is produced or performed by Licensee, its employees, its agents, or any other party (the "Derivative Work"), Licensee acknowledges and agrees that all Derivative Work is and shall be the sole property of KHI and a "work made for hire," and that KHI shall have all rights therein or arising therefrom.
- (11) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, when mailed by first-class, registered or certified mail, return receipt requested, or when sent by overnight delivery service, to the party for which intended at such party's address set forth at the beginning of this Agreement or to such other address as either party may hereafter specify by similar notice to the other.
- (12) Governing Law: This Agreement shall be deemed to have been executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to the internal conflict of laws or rules thereof which would otherwise govern the laws applicable to this Agreement. As evidenced by their signatures, the parties signify their consent to the exclusive jurisdiction of and venue in Mendocino County, California, in the event of any legal action in connection with this Agreement.
- (13) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes, but all counterparts shall together constitute one and the same agreement. Facsimile signatures of the parties hereto shall be binding.
- (14) Binding Upon Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, to the extent permitted in this Agreement, assigns. Licensor. Licensee hereby acknowledge and agree that KHI, its successors and assigns, are third-party beneficiaries of this Agreement, but its is expressly understood and agreed by Licensee that KHI shall have no obligation or liability to Licensee hereunder.
- (15) Enforceability: The parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations or decisions of any governmental or regulatory body. If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable unless the invalid or unenforceable provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances. No invalidity or unenforceability shall affect any other provision of this Agreement unless the provision deemed to be so invalid or unenforceable is a material element of this Agreement, taken as a whole.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

			"Licensor"
			KIPHS, INC.
Date:	Apr 27, 2023	By:	Guy C Roberts Guy C Roberts (Apr 27, 2023 15:23 CDT)
			Name: Guy C. Roberts
			Title: President
			"Licensee"
Date:	Apr 27, 2023	Ву:	The state of the s
			Name: Jenine Miller, Psy.D.
			Title: Director
(If Second	d signature required)		
Date:		By:	
			Name:
			Title:

EXHIBIT 1: Progress Software Corporation Application Partner Agreement Terms and Conditions of Relevance to KIPHS End User Per Agreement Paragraph (2)(f)(vi).

4. Non-Disclosure; Copies; Alterations

- 4.1. User acknowledges that Product(s) are the valuable proprietary and trade secret information of PSC. User shall (i) limit use and disclosure of Product(s) to its employees and to its consultants who agree to be bound by the terms of this Agreement; (ii) not provide or disclose any Product(s) to another party; (iii) take all reasonable precautions to maintain the confidentiality of the Product(s).
- 4.2. User shall not alter, reverse engineer, decompile, or copy any Product(s), except that User may reproduce machine readable object code portions for back-up purposes and implementation of new releases. All titles, trademarks, copyright notices and other proprietary markings must be reproduced on all permitted copies if any have been permitted by PSC. User is prohibited from copying, in whole or in part, any Documentation. Additional Documentation is available for a separate fee.
- 4.3 User's obligations under this Section 4 shall survive the termination of this Agreement or any License granted hereunder.

EXHIBIT 2: KIPHS Costs for Implementation and Ongoing Support

Contract is for annual maintenance (including help desk phone and email access, all upgrades, releases and fixes that are completed by KIPHS, Inc., and reasonable requests for data access through custom external processes created by KIPHS, Inc.) for the period of January 1, 2022 to December 31, 2023.

KIPHS Licenses Fees

License Period	Amount	
Initial Acquisition ofConcurrent User Licenses	\$_	N/A
Annual License Fees (for 10 Concurrent Licenses):		
Fees Due for Previous 2022 year:		4387.27
Fees for 2023 year:	\$_	4387.27
Total Fees for This Contract ending 12/31/2023	\$	8774.54

License fees are for a 10 concurrent user personal, nonexclusive, and non-transferable license to use KIPHS Software strictly in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF DEPARTMENT FISCAL REVIEW: By: DEPARTMENT HEAD Date: Apr 27, 2023 Budgeted: Yes No Budget Unit: 4013

Line Item: 86-2239 Org/Object Code: PNADM

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: McGOURTY, Chair BOARD OF SUPERVISORS

Date: 05/09/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

INSURANCE REVIEW:

By: Risk Management

Date: 0/3/31/2023

CONTRACTOR/COMPANY NAME

By: Guy C Roberts

Guy Roberts, President

Date: Apr 27, 2023

NAME AND ADDRESS OF CONTRACTOR:

Kansas Integrated Public Health System
P.O. BOX 722083
Wichita, KS 67278
(316)682-0900
support@kiphs.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS, County Counsel

By: Deputy

Date: 03/31/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Designed

Deputy CEO or Designee

Date: 03/31/2023

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed N/A

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: Located outside Mendocino County

Kansas Integrated Public Health System (KIPHS), \$8,774.54, 22-23, PH - For Signatures

Final Audit Report 2023-04-27

Created: 2023-04-26

By: Kirsty Bates (batesk@mendocinocounty.org)

Status: Signed

Transaction ID: CBJCHBCAABAAYZcQYUzKt2yUCMVm70dnkybkcJni72rC

"Kansas Integrated Public Health System (KIPHS), \$8,774.54, 2 2-23, PH - For Signatures" History

- Document created by Kirsty Bates (batesk@mendocinocounty.org) 2023-04-26 5:43:16 PM GMT
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