

Maharaja Agrasen Institute of Management Studies

(A unit of Maharaja Agrasen Technical Education Society)

Affiliated to GGSIP University; Recognized u/s 2(f) of UGC

Recognized by Bar Council of India; ISO 9001:2015 Certified Institution

Sector- 22, Rohini, Delhi- 110086, India



6.2 STRATEGY DEVELOPMENT AND DEPLOYMENT

Metric 6.2.2



MAHARAJA AGRASEN INSTITUTE OF MANAGEMENT STUDIES

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Maharaja Agrasen Chowk, Sector 22, Rohini, Delhi - 110086, INDIA

Tel. Office: 8448186947, 8448186950 www.maims.ac.in

Criteria 6- Governance, Leadership and Management

Key Indicator- 6.2 Strategy Development and Deployment

Supporting Documents 6.2.2

ERP Document

Director
Maharaja Agrasen Institute
of Management Studies
Sector 22, Rohini, Delhi-86





EDUMARSHAL
Gateway to e-campus

LICENSE AGREEMENT

This License Agreement ("**Agreement**") dated 04th September 2020 at Noida, by and between:

Ecanvas Private Limited is a private limited company incorporated under the Companies Act, 1956, having its principal office at D 247/32, Sector 63, Noida 201301, India ("**Provider**" or "**Licensor**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the FIRSTPART

AND

Maharaja Agrasen Institute of Management Studies, an institution registered under having its address at Maharaja Agrasen Chowk Sector 22 Rohini Delhi , 86_, ("**Licensee**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the SECOND PART

The Licensor and Licensee shall be individually referred to as a "**Party**" and collectively as the

"**Parties**". WHEREAS

- A. The Licensor is engaged in the business of developing, marketing and operating a cloud based platform for educational institutions including schools, colleges, tuition centres etc. ("**Institutions**") that provide the Institutions with software solutions including the Product and Services (as defined below). The Product of the Licensor is available for use through www.edumarshal.com and the Edumarshal mobile applications collectively referred to as "**Website**").
- B. The Licensee is engaged in providing education to children across the society. The children are groomed through classroom trainings and classroom academics.
- C. The Licensee is seeking to subscribe to and obtain the Services provided by the Licensor through the Website and the Licensor has agreed to provide the same according to the terms and conditions stated in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE AND SET FORTH HEREIN, THE PARTIES AGREE THAT:

For ECANVAS PRIVATE LIMITED


Director

1. BACKGROUND


Director
Maharaja Agrasen Institute
of Management Studies
Sector-22, Rohini, Delhi-86



The following terms and conditions constitute a license agreement ("**Terms and Conditions**" or "**License Agreement**") between the Parties. The use of the Services shall be subject to the Licensee agreeing to the Terms of Use, Privacy Policy and Copyright Policy available on the Website applicable to the use of the Services ("**Additional Documents**"). The License Agreement shall be read along with the Additional Documents and in case of any inconsistency, the terms and conditions of the License Agreement shall prevail.

Please read the following Terms and Conditions carefully before subscribing to the Product and Services offered by the Licensor. These Terms and Conditions deal with the conditions relating to the Product and Services offered by the Licensor and the License (as defined below) of the Product to the Licensee and the Licensee's agreement to be bound by these Terms and Conditions.

2. GRANT OF LICENCE

Subject to the Licensee subscribing to the Product in accordance with this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable right permitting the Licensee to use the Product ("**License**") during the period for which the Subscription has been sought ("**License Term**").

Upon subscription and payment of the License Fees (as defined below), the Licensor shall grant to the Licensee, a log-in ID and password for use ("**Admin ID**"). The authorized representative of the Licensee shall have the right to create more sub-ID's/sub-profiles for the staff, parents and other representatives to use. The Parties agree that such sub-ID's and Sub-profiles shall be created by the Licensee at its own risk and any issue, including confidentiality issues, arising due to use of the Product by such sub-ID's/sub-profiles shall be the sole liability of the Licensee.

Upon creation of such sub-ID's/sub-profiles, the Licensee shall ensure that such users comply with the terms and conditions mentioned herein as well as the Additional Documents mentioned on the Website.

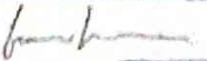
3. SUB-PROFILES AND SUB-ID'S (FOR STAFF, PARENTS, GUARDIANS AND OTHER REPRESENTATIVES)

All the terms and conditions under this Agreement shall be applicable to the sub-profiles and sub-ID's and the use of the Product by such persons through sub-profiles and sub-ID's shall be subject to the acceptance and acknowledgment of this Agreement along with the terms of the Additional Documents.


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Sector-22, Rohini, Delhi-86



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Director

The sub-profile and sub-ID holders agree and understand that the information and data

available through the Services is provided by the Institution and other sub users and the Licenser shall not be liable for the accuracy and correctness of such information and data. The Institution shall be solely liable for the same.

4. SCOPE OF SERVICES

The Services provided by the Licenser through its Website are ("**Services**" or "**Product**"):-

The Licenser has developed a cloud-based platform, which it makes available to Licensee. The platform is used for maintaining record and facilitating all the processes of the Institution, from the admission of new students, to graduation and thereafter. The platform is further used to manage classroom and examination timetables, attendance, examination details, hostel information and details, library information and functioning details, transportation arranged by the Institution, events organised within Institution and other Institutional activities and processes and any other services provided by Licenser from time to time. The platform provides an option to the Institutions and parents of the students to stay updated by regular updates regarding the examination, attendance etc. by SMS and other modes adopted by the Licenser from time totime.

Licenses are available for different types of Subscription, i.e., Subscription with messaging and Subscription without messaging service. The Services shall be provided to the Licensee in accordance with the option opted by it in the Agreement. Licensee shall be provided toll-free number (1800-1234-908) to avail support and onsite support will be provided as and when required only if on-call support is unavailable.

5. LICENSE TERM AND LICENSE FEES

The License Term shall be the term of the License and shall be the period as agreed upon between the Parties in the Agreement. The Licensee may subscribe to the different subscription plans.


This License Agreement and the License granted hereunder shall become effective from the date on which the License is initiated ("**Effective Date**") and shall continue in terms of this Agreement unless terminated in accordance with the same. The Effective Date shall be the date on which the Product and Services are made available to the Licensee.

The License granted to the Licensee by the Licenser will be subject to timely payment by the Licensee.


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Director

First payment will be advance at the time of agreement signing. Afterwards, the

Licensee shall be required to make payment of the Subscription Fees by the 7th (Seventh) day of every last month of quarter (in respect of such month) ("Due Date") and the License will be renewed only if such payment is made within the Due Date. This is subject to the conditions for delayed payment stipulated in this Agreement.

If the Licenser has not received payment within (30) thirty days from the Due Date, without prejudice to any other rights and remedies of the Licenser, the Licenser, at its discretion, may disable the Licensee's password, account and suspend access to all or part of the Product and the Licenser shall be under no obligation to provide any or all of the Product while the invoice(s) remain unpaid and/or forfeit the advance amount. The Licenser shall further have the right to suspend access to all or part of the Product for the sub-profiles and sub-ID's.

Each License Term shall begin on the date opted by the Licensee for initiation of License and expire twelve (12) months from the Effective Date. Approximately thirty (30) days prior to the expiration of the License Term, Licenser shall notify Licensee of its opportunity to renew the LicenseTerm.

Any renewal for an Annual Subscription Plan shall require mutual agreement and all applicable fees for such renewals will be at Licenser's then-current rates. If the Licenser does not renew the License, the Licensee's access to the Product will terminate at the end of the then-current LicenseTerm.

The Product will be provided on a yearly billing cycle. A demand for payment will be automatically issued to the Licensee thirty (30) days prior to the expiry of such Annual Subscription Plan.

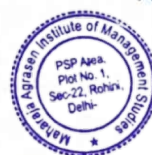
While subscribing to the Annual Subscription Plan, the Licensee shall pay an amount as agreed upon by the Licenser and the Licensee as advance payment.

All fees are non-refundable. The License Fees or any portions thereof paid in advance, are also non-refundable if the Licensee chooses to cancel the License prior to the end of the License Term.

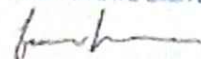
All amounts and fees stated or referred to in this Agreement are exclusive of tax, which shall be added to the Licenser's invoice(s) at the appropriate rate.

6. LICENSEE DATA


Director
Maharaja Agrasen Institute
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Sector-22, Rohini, Delhi-86



For ECAWAS PRIVATE LIMITED


Director

The Licensee agrees and warrants that for the purposes of the Product, the Licensee shall provide data and access to data and information in order to facilitate the use of the Product. Such data provided by the Licensee shall be data belonging to the

Licensee and the Licensee shall own all rights, title and interest in and to all of the data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its data ("LicenseeData").

The Licensee agrees and permits the Licensor to have access to Licensee Data for the purpose of functioning of the Product and permits the Licensor to archive the Licensee Data and use it for the purpose of internal records only. Any use beyond the mentioned use shall be done only subsequent to written permission by the Licensee.

If the Licensee provides any information or data which is untrue, inaccurate, not current or incomplete (or become untrue, inaccurate, not current or incomplete) or provides information/data over which the Licensee has no rights, the Licensor may suspend or terminate the License and refuse all current or future use of the Product.

In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy shall be for the Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by the Licensor in accordance with its archiving procedure. The Licensor shall not be responsible for any loss or destruction of Licensee Data.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

It is a duly incorporated and validly existing entity under applicable laws and has the power to own its assets and carry on its business as is now being conducted.

It has the full power and authority to enter into and perform its obligations under this Agreement.

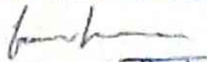
The execution, delivery and performance of this Agreement by it has been duly and validly authorized by all necessary actions on its part and this Agreement constitutes a legal, valid and binding obligation and is enforceable against it in accordance with its terms.

It is in compliance with all applicable laws and has obtained all applicable permits and licenses required in connection with its obligations under this Agreement.


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Sector-22, Rohini, Delhi-86



For ECANVAS PRIVATE LIMITED


Director

The Licensee warrants that it understands that for the proper and efficient functioning of the Product, it is imperative that the Licensee Data provided by the Licensee is correct and accurate and it will be liable for any issue arising due to incomplete or incorrect Licensee Data being used.

In the event of any legal issues/disputes between the Licensee and its authorized

users (parents, students etc.), the Licensee accepts and acknowledges that it shall be solely liable for any such customer(s) or third party claims.

The Licensee warrants that the Licensee has complied with all laws, rules and regulations and obtained all permits to carry on its business, and any loss caused to the Licensor due to a default on the part of the Licensee regarding the same, shall be the liability of the Licensee and Licensee agrees and undertakes to make good such loss to the Licensor.

Licensor disclaims all other warranties express or implied, including without limitation, any implied warranties of merchantability, merchantable quality or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

8. RIGHTS, OBLIGATIONS AND COVENANTS OF LICENSEE

The Licensee shall provide the Licensor with all necessary co-operation in relation to this Agreement; comply with all applicable laws and regulations with respect to its activities;

Carry out all responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delay in the Licensee's provision of such assistance as agreed by the Parties, the Licensor may adjust any agreed schedule as reasonably necessary at its sole discretion;

Obtain and maintain all necessary licenses, consents, and permissions necessary for the Licensee, its contractors and agents to perform their obligations under this Agreement;

Ensure that its network and systems comply with the relevant specifications provided by the Licensor from time to time;

be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Licensor's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet;

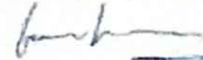
be solely responsible for maintaining the confidentiality of its passwords. If the Licensee becomes aware of any unauthorized access to the Product, it shall notify the Licensor;

shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Licensee Data;


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For ECANVAS PRIVATE LIMITED


Director

The rights provided under this Agreement are granted to the Licensee only, and shall not be considered granted to any subsidiary, affiliate, holding company of the Licensee.

9. RIGHTS, OBLIGATIONS AND COVENANTS OF LICENSOR

The Licensor shall ensure that the Product is licensed and performance is substantially in accordance with this Agreement. The Licensor shall not be liable for non-conformance which is caused by use of the Product contrary to the Licensor's instructions, or modification or alteration of the Product by any party other than the Licensor or the Licensor's duly authorized contractors or agents. If the Product and performance do not conform with this Agreement, Licensor will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the Licensor's covenants set out in this Agreement. Notwithstanding the foregoing, the Licensor:

does not warrant that the Licensee's use of the Product will be uninterrupted or error-free; or that the product, or the on-line technical information or materials developed by Licensor relating to the use of Product and/or the information obtained by the Licensee through the Product will meet the Licensee's requirements; and

shall not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

The Licensor shall use commercially reasonable endeavours to make the Product available 24 hours a day, seven days a week, except for:

planned maintenance carried out during the maintenance window of 12:00 am to 4:00 am; and

unscheduled maintenance, provided that the Licensor has used reasonable endeavours to give the Licensee at least 6 (six) hours' notice in advance regarding such unscheduled maintenance.

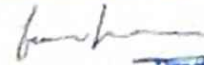
Nothing herein prevents the Licensor from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, Products and Services, which are similar to those provided under this Agreement to the Licensor.


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Sector-22, Rohini, Delhi-86



The Licensor warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

For ECANNAS PRIVATE LIMITED


Director

10. INDEMNITY

The Licensee agrees to indemnify, defend and hold harmless the Licensor, its subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Licensor that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the Licensee pursuant to this Agreement. Further, the Licensee agrees to hold the Licensor harmless against any claims made by any third party due to, or arising out of, or in connection with, the Licensee's use of the Product or any claim that the Licensee has or will cause damage to a third party, the Licensee's violation of this Agreement, or the Licensee's violation of any rights of another, including any intellectual property rights.

11. INTELLECTUAL PROPERTY RIGHTS

The Licensor's trademarks, logos, images, service marks, trade names (collectively the "Trademarks") and other distinctive branding features displayed on the Website or on content available through the Website are registered and unregistered Trademarks of the Licensor and shall not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by the Licensor that appear on the Website or on or through the Website's Services, if any, are the property of their respective owners. The Licensee's misuse of the Trademarks displayed on the Website or on or through any of the Website's Services is strictly prohibited. All intellectual property rights pertaining to or associated with the Product shall be owned by the Licensor. The Licensee acknowledges and agrees that the grant of the License to the Licensee in accordance with this Agreement hereunder shall not, in any manner, tantamount to or be construed as an assignment of the Product or any rights associated therewith. The Licensee agrees that, pursuant to the License, the Licensee has only obtained limited usage rights in respect of the Product in the manner and subject to the terms specified hereunder.

Any rights not expressly granted herein, are reserved to the Licensor. The Licensee agrees to abide by all copyright notices, information, or restrictions contained in any part of the Website. The Licensee must not alter, delete, or conceal any copyright, trademark, patent, or other notices contained on the Website.


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12. CONFIDENTIALITY

Each Party will, during the License Term and on its expiry or Termination maintain strict confidentiality of all information received pursuant to or as a consequence of the License which is not and has not become public knowledge and will not disclose any of the same except to its employees who need to know the same for the purpose of this Agreement and will procure that such employees shall maintain the same in strict confidence and shall not use the same for any purpose except the performance of their duties under this

For ECANVAS PRIVATE LIMITED

Agreement.

Each Party shall hold the other's confidential information in confidence and, unless required by law or in order to comply with an order of any governmental or judicial / quasi-judicial authority, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than in accordance with and for the purposes of this Agreement.

13. SUSPENSION AND TERMINATION

The Licensor may suspend or terminate the License upon occurrence of any of the events specified in this clause or elsewhere in this License Agreement.

The License shall stand terminated upon expiry of the License if not renewed according to this Agreement.

Either Party shall be entitled to terminate the License by giving a prior written notice of ninety (ninety) days to the other Party.

Notwithstanding anything to the contrary contained herein, the License may be terminated by the Licensor, without any prior notice and with immediate effect, if at any time:

the Licensee fails to observe any of the terms and conditions under this Agreement; the

Licensee is subject to any winding up, dissolution or other analogous proceedings.

Upon expiration or termination of this Agreement for any cause, the rights and obligations of The Parties under this Agreement shall (subject to the provisions herein) terminate, unless otherwise specified herein.

Any rights to terminate this Agreement shall be without prejudice to the other rights of the Parties and shall not preclude the non-defaulting Party from claiming damages or indemnity or other compensation/claim against the defaulting Party, unless otherwise specified herein.


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Upon termination of License according to this Agreement, the Licensor shall:

cease to act or hold itself out as the Licensor of the Licensee, save in respect of unfulfilled Product for which it has, prior to such date, contracted with third parties;

return to the Licensee (or as it directs) all data and information of the Licensee and all confidential information of the Licensee and copies thereof in its possession or control.

For ECANVAS PRIVATE LIMITED


Director

Upon termination or suspension of the License, the Licensee shall no longer be entitled to use the Product and the Licensor may disable the Licensee's account and suspend the Licensee's access to the Product. The Licensee covenants that upon termination of this License Agreement, it will immediately pay all amounts owed to the Licensor.

14. LIMITATION OF LIABILITY

The Licensor and/or its directors, officers, employees, affiliates and agents shall not be liable to the Licensee for direct, indirect, incidental, special or consequential damages of any kind whether based in contract, torts (including for negligence) or otherwise arising, from the use of the Product or any deficiencies or errors in the Services. Licensee's sole and exclusive remedy for any loss in any way connected to the Product or Service furnished by Licensor, shall be, at Licensor's option:

To bring the performance of the Product into substantial compliance with the functional specifications;

Return of an appropriate portion of any payment made by the Licensee with respect to the applicable portion of the Product.

15. GOVERNING LAW

This Agreement shall be governed by and be construed in accordance with the laws of India.

The courts at Uttar Pradesh shall have exclusive jurisdiction on the matters arising from this Agreement.

16. FORCE MAJEURE

Either Party shall have no liability to the other under this Agreement if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts,


Director
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events, omissions or accidents beyond its reasonable control, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm provided that the other Party is notified of such an event and its expected duration.

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further

exercise of that or any other right or remedy.

For ECANVAS PRIVATE LIMITED


Director

18. ASSIGNMENT

The Licensee shall not, without the prior written consent of the Licensor, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

The Licensor may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19. SEVERABILITY

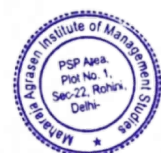
In the event any provision in this Agreement is determined to be unlawful, void or unenforceable, such provision shall be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from this Agreement and shall not affect the validity and enforceability of any other provisions.

20. ENTIRE AGREEMENT AND MODIFICATION

This Agreement along with the Schedules and Additional Documents shall constitute the complete Agreement between the Parties with respect to the subject matter hereof and supersedes and extinguishes all/any previous agreements, understandings, undertakings and/or arrangements of any nature or representations, whether written or oral, relating to such subject matter.

Each Party acknowledges that there are no representations, inducements, promises, warranties, covenants, understandings, commitments or agreements relative hereto which have been made orally or otherwise by any Party, or anyone acting on behalf of any Party, which are not fully expressed herein.


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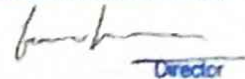


This Agreement may not be extended, modified or amended unless executed in writing and signed by the duly authorised executive(s) of the respective Parties.

21. COUNTERPARTS

The Parties acknowledge that this Agreement may be executed in two (2) counterparts, all of the same agreement, identical in content and effect, each of which constitutes an original and which when taken together shall constitute one and the same instrument. This Agreement shall become effective as of the date first set forth above.

For ECANVAS PRIVATE LIMITED

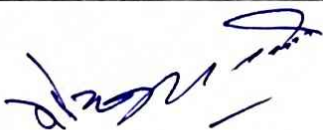
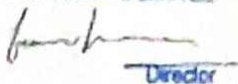

Director

22. COSTS

Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

23. SURVIVAL OF TERMS

Any terms of this Agreement, including License Fees, Confidentiality, Warranties and Representations, Limitation of Liability, Indemnity, Governing Law and Jurisdiction and those which by their nature are intended to extend beyond this Agreement's expiration or termination will remain in effect until fulfilled and will apply to respective successors and assignees of the Parties.

For and on behalf of Maharaja Agrasen Institute of Management Studies	For and on behalf of Ecanvas Private Limited
<p>By - </p> <p>Name: Mohan Kumar Garg</p> <p>Title: JT. GEN. SECRETARY</p>	<p>By</p> <p>Name: Gaurav Kumar</p> <p>For ECANVAS PRIVATE LIMITED</p> <p> Director</p> <p>Title: Director</p>


Director
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SCHEDULE I

Cost effective	No. of Students
Rs. 15 per student per month*	1000 Student

- Payments will be made a quarterly advance.
- Payments will be made at the start of the quarter in advance.
- Prices are exclusive of GST.
- Price will be revised by 10% annually after a review and mutual consent of both stakeholders


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