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XnetSolutions KG
Herrenberg 19.02.2013

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4 Die Blowfish Lizenz

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See crypto/crypt_blowfish.c for more information.

5 Boost C++ Headers Library

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Version 2.0, June 1991

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional:

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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Version 2.1, February 1999

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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35 Die GNU Lesser General Public Lizenz Version 3

Version 3, 29 June 2007

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68 Die Oasis Lizenz

Intellectual Property Rights (IPR) Policy

INTRODUCTION

DEFINITIONS

CONFIDENTIALITY

TC FORMATION

CONTRIBUTIONS

LIMITED PATENT COVENANT FOR SPECIFICATION DEVELOPMENT

FEEDBACK

DISCLOSURE

TYPES OF OBLIGATIONS

LICENSING REQUIREMENTS

RAND Mode TC Requirements

RF Mode TC Requirements

Common

RF on RAND Terms

RD on Limited Terms

Non-Assertion Mode TC Requirements

WITHDRAWAL AND TERMINATION

LIMITATIONS OF LIABILITY

GENERAL

NOTICES

Appendix A. Feedback License

Appendix B. Copyright License Grant

1. INTRODUCTION

The OASIS Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by OASIS Open (hereafter referred to as OASIS).

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Final Maintenance Deliverable - Any OASIS Standards Final Deliverable that results entirely from Maintenance Activity.

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OASIS Technical Committee (TC) - a group of Eligible Persons formed, and whose actions are conducted, according to the provisions of the OASIS Technical Committee Process.

OASIS Technical Committee Process - the "OASIS OPEN TECHNICAL COMMITTEE PROCESS", as from time to time amended, which describes the operation of Technical Committees at OASIS.

Obligated Party - a TC Party that incurs a licensing or non-assertion obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.

Participation Obligation - a licensing or non-assertion requirement, as described in Section 10, that arises from membership in an OASIS Technical Committee, as described in Section 9.2.

RAND Mode TC - an OASIS TC that is chartered under the RAND IPR Mode described in Section 4.

RF Mode TC - an OASIS TC that is chartered under one of the RF IPR Modes described in Section 4.

TC Member - an Eligible Person who has completed the requirements to join a TC during the period in which s/he maintains his or her membership as described by the OASIS Technical Committee Process. A TC Member may represent the interests of a TC Party in the TC.

TC Party - an OASIS Party that is, or is represented by, a TC Member in the relevant Technical Committee.

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A TC may not change its IPR Mode without closing and submitting a new charter.

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6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT

To permit TC Members and their TC Parties to develop implementations of OASIS Standards Draft Deliverables being developed by a TC, each TC Party represented by a TC Member in a TC, at such time that the TC Member joins the TC, grants to each other TC Party in that TC automatically and without further action on its part, and on an ongoing basis, a limited covenant not to assert any Essential Claims required to implement such OASIS Standards Draft Deliverable and covering making or using (but not selling or otherwise distributing) an implementation of such OASIS Standards Draft Deliverable, solely for the purpose of testing and developing such deliverable and only until either the OASIS Standards Draft Deliverable is approved as an OASIS Standards Final Deliverable or the Technical Committee is closed.

7. FEEDBACK

OASIS encourages Feedback to OASIS Deliverables from both OASIS Parties who are not TC Parties and the public at large. Feedback will be accepted only under the "Feedback License" (Appendix A).

OASIS will require that submitters of Feedback agree to the terms of the Feedback License before transmitting submitted Feedback to the Technical Committee.

8. DISCLOSURE

Disclosure Obligations - Each TC Party shall disclose to OASIS in writing the existence of all patents and/or patent applications owned or claimed by such TC Party that are

actually known to the TC Member directly participating in the TC, and which such TC Member believes may contain any Essential Claims or claims that might become Essential Claims upon approval of an OASIS Standards Final Deliverable as such document then exists (collectively, "Disclosed Claims").

Disclosure of Third Party Patent Claims - Each TC Party whose TC Members become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of an OASIS Standards Final Deliverable should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any TC Party that discloses third party patent claims to OASIS does not take a position on the essentiality or relevance of the third party claims to the OASIS Standards Final Deliverable in its then-current form.

In both cases (Sections 8.1 and 8.2), it is understood and agreed that such TC Party(s)' TC Member(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by the TC Party or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 8.1 and 8.2 applies directly to all TC Parties, this obligation is triggered based on the actual knowledge of the TC Party's TC Members regarding the TC Party's patents or patent applications that may contain Essential Claims.

Disclosure Requests - Disclosure requests will be included as described in Section 12 with all public review copies of OASIS Standards Final Deliverables. All OASIS Parties are encouraged to review such OASIS Standards Final Deliverables and make appropriate disclosures.

Limitations - A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any OASIS Party to perform or conduct patent searches. Nothing in this Policy nor the act of receiving a disclosure request for an OASIS Standards Final Deliverable, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such TC Party has acted in good faith with respect to its disclosure obligations.

Information - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable OASIS Standards Final Deliverable; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable OASIS Standards Final Deliverable.

9. TYPES OF OBLIGATIONS

9.1 Contribution Obligation

A TC Party has a Contribution Obligation, which arises at the time the Contribution is submitted to a TC, to license or provide under non-assertion covenants as appropriate for the IPR mode described in Section 10, any claims under its patents or patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into (a) the OASIS Standards Final Deliverable produced by

the TC that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable.

9.2 Participation Obligation

A TC Party has a Participation Obligation to license or provide under non-assertion covenant as appropriate for the IPR mode, as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current OASIS Standards Draft Deliverable, if that draft subsequently becomes an OASIS Standards Final Deliverable, even if the TC Party is not a Contributor, when all of the following conditions are met:

An OASIS Standards Final Deliverable is finally approved that incorporates such OASIS Standards Draft Deliverable, either in whole or in part;

The TC Party has been on, or has been represented by TC Member(s) on such TC for a total of sixty (60) calendar days, which need not be continuous;

The TC Party is on, or is represented by TC Member(s) on such TC after a period of seven (7) calendar days after the ballot to approve such OASIS Standards Draft Deliverable has elapsed.

Once the foregoing conditions are met, that TC Party's Participation Obligation so to license or provide a non-assertion covenant continues with respect to that OASIS Standards Final Deliverable, and any Final Maintenance Deliverable subsequently approved with respect to that OASIS Standards Final Deliverable.

For organizational TC Parties, the membership threshold is met by one or more employees or organizational designees of such Parties having been a TC Member on any 60 calendar days, although any given calendar day is only one day of membership, regardless of the number of participants on that day.

Each time a new OASIS Standards Draft Deliverable is approved by the TC, the Participation Obligation adjusts to encompass the material in the latest OASIS Standards Draft Deliverable seven days after such draft has been approved for publication.

10. LICENSING REQUIREMENTS

10.1 RAND Mode TC Requirements

For an OASIS Standards Final Deliverable developed by a RAND Mode TC, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such TC hereby covenants that, upon request and subject to Section 11, it will grant to any OASIS Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such OASIS Standards Final Deliverable, and (b) Licensed Products that implement any

Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OASIS Standards Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OASIS Standards Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same OASIS Standards Final Deliverable or any such Final Maintenance Deliverable.

License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above are left to the Licensees and Obligated Parties involved.

10.2 RF Mode TC Requirements

10.2.1 Common

For an OASIS Standards Final Deliverable developed by an RF Mode TC, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such TC hereby covenants that, upon request and subject to Section 11, it will grant to any OASIS Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations without payment of royalties or fees, and subject to the applicable Section 10.2.2 or 10.2.3, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such OASIS Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OASIS Standards Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products, within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OASIS Standards Final Deliverable and any such Final Maintenance Deliverable.

Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same OASIS Standards Final Deliverable and any such Final Maintenance Deliverable.

10.2.2 RF on RAND Terms

With TCs operating under the RF on RAND Terms IPR Mode, license terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned in Section 10.2.1 may also be included, and such additional RAND terms are left to the Licensees and Obligated Parties involved.

10.2.3 RF on Limited Terms

With TCs operating under the RF on Limited Terms IPR Mode, Obligated Parties may not impose any further conditions or restrictions beyond those specifically mentioned in Section 10.2.1 on the use of any technology or intellectual property rights, or other restrictions on behavior of the Licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship, including the following: choice of law and dispute resolution.

10.3. Non-Assertion Mode TC Requirements

10.3.1. For an OASIS Standards Final Deliverable developed by a Non-Assertion Mode TC, and any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable, each Obligated Party in such TC hereby makes the following world-wide "OASIS Non-Assertion Covenant".

Each Obligated Party in a Non-Assertion Mode TC irrevocably covenants that, subject to Section 10.3.2 and Section 11 of the OASIS IPR Policy, it will not assert any of its Essential Claims covered by its Contribution Obligations or Participation Obligations against any OASIS Party or third party for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing Covered Products that implement an OASIS Standards Final Deliverable developed by that TC and Covered Products that implement any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable.

10.3.2. The covenant described in Section 10.3.1 may be suspended or revoked by the Obligated Party with respect to any OASIS Party or third party if that OASIS Party or third party asserts an Essential Claim in a suit first brought against, or attempts in writing to assert an Essential Claim against, a Beneficiary with respect to a Covered Product that implements the same OASIS Standards Final Deliverable or any such Final Maintenance Deliverable.

11. WITHDRAWAL AND TERMINATION

A TC Party may withdraw from a TC at any time by notifying the OASIS TC Administrator in writing of such decision to withdraw. Withdrawal shall be deemed effective when such written notice is sent.

11.1 Withdrawal from a Technical Committee

A TC Party that withdraws from an OASIS Technical Committee shall have Continuing Licensing or Non-Assertion Obligations based on its Contribution Obligations and Participation Obligations as follows:

A TC Party that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no licensing or non-assertion obligations for OASIS Standards Final Deliverable(s) originating from that OASIS TC.

A TC Party that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.

A TC Party that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to OASIS Standards Draft Deliverable(s) approved more than seven (7) calendar days prior to its withdrawal.

11.2 Termination of an OASIS Membership

An OASIS Party that terminates its OASIS membership (voluntarily or involuntarily) is deemed to withdraw from all TCs in which that OASIS Party has TC Member(s) representing it, and such OASIS Party remains subject to Continuing Licensing or Non-Assertion Obligations for each such TC based on its Obligated Party status in that TC on the date that its membership termination becomes effective.

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If OASIS at any time refers to any such assertions by any owner of such claims, OASIS takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made have been referred to.

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13.1. By ratifying this document, OASIS warrants that it will not inhibit the traditional open and free access to OASIS documents for which license and right have been assigned or obtained according to the procedures set forth in this section. This warranty is perpetual and will not be revoked by OASIS or its successors or assigns as to any already adopted OASIS Standards Final Deliverable; provided, however, that neither OASIS nor its assigns shall be obligated to:

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13.1.2. Provide for the perpetual existence of a website or other public means of accessing OASIS Standards Final Deliverables; nor

13.1.3. Maintain the public availability of any given OASIS Standards Final Deliverable that has been retired or superseded, or which is no longer being actively utilized in the marketplace.

13.2. Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any OASIS Deliverable and are formally brought to the attention of the OASIS TC Administrator, OASIS shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The OASIS Technical Committee Process shall prescribe the method for providing this information.

13.2.1. OASIS disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.

13.2.2. Where the OASIS TC Administrator is formally notified of rights, or claimed rights under Section 8.8 with respect to entities other than Obligated Parties, the OASIS President shall attempt to obtain from the claimant of such rights a written assurance that any Licensee will be able to obtain the right to utilize, use, and distribute the technology or works when implementing, using, or distributing technology based upon the specific OASIS Standards Final Deliverable (or, in the case of an OASIS Standards Draft Deliverable, that any Licensee will then be able to obtain such a right) under terms that are consistent with this Policy. All such information will be made available to the TC that produced such deliverable, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the OASIS TC Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the OASIS TC Administrator, and made available to the public. The OASIS Board of Directors may also direct that a summary of the results be included in any published OASIS Standards Final Deliverable.

13.2.3. Except for the rights expressly provided herein, neither OASIS nor any OASIS Party grants or receives, by implication, estoppel, or otherwise, any rights under any

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13.3. Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code, and any equivalent law in any foreign jurisdiction, the promises under Section 10 will be treated as if they were a license and any OASIS Party or third-party may elect to retain its rights under this promise if Obligated Party, as a debtor in possession, or a bankruptcy trustee in a case under the United States Bankruptcy Code, rejects any obligations stated in Section 10.

14. Required Notice

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willingness to grant patent licenses to such patent claims in a manner consistent with the IPR Mode of the OASIS Technical Committee that produced this deliverable.]

[OASIS invites any party to contact the OASIS TC Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this OASIS Standards Final Deliverable by a patent holder that is not willing to provide a license to such patent claims in a manner consistent with the IPR Mode of the OASIS Technical Committee that produced this OASIS Standards Final Deliverable. OASIS may include such claims on its website, but disclaims any obligation to do so.]

[OASIS takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this OASIS Standards Final Deliverable or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on OASIS' procedures with respect to rights in any document or deliverable produced by an OASIS Technical Committee can be found on the OASIS website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this OASIS Standards Final Deliverable, can be obtained from the OASIS TC Administrator. OASIS makes no representation that any information or list of intellectual property rights will at any time be complete, or that any claims in such list are, in fact, Essential Claims.]

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14.3 Additional Copyright Notices

Additional copyright notices identifying Contributors may also be included with the OASIS copyright notice.

Appendix A. Feedback License

The "OASIS _____ Technical Committee" is developing technology (the "OASIS _____ Deliverable") as defined by its charter and welcomes input, suggestions and other feedback ("Feedback") on the OASIS _____ Deliverable. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of

that organization) agree to the following terms (all capitalized terms are defined in the OASIS Intellectual Property Rights ("IPR") Policy, see <http://www.oasis-open.org/who/intellectualproperty.php>):

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Assent of Feedback Provider: By: _____
 (Signature) Name: _____ Title: _____
 Organization: _____ Date: _____ Email: _____

Appendix B. Copyright License Grant

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Assent of the Undersigned: By: _____
 (Signature) Name: _____ Title: _____
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69 Die OpenLDAP Lizenz

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70 Die OpenSSH Lizenz

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As far as I am concerned, the code I have written for this software can be used freely for any purpose. Any derived versions of this software must be clearly marked as such, and if the derived work is incompatible with the protocol description in the RFC file, it must be >called by a name other than "ssh" or "Secure Shell".

[Tatu continues]

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[However, none of that term is relevant at this point in time. All of these restrictively licenced software components which he talks about have been removed from OpenSSH, i.e.,

- RSA is no longer included, found in the OpenSSL library
- IDEA is no longer included, its use is deprecated
- DES is now external, in the OpenSSL library
- GMP is no longer used, and instead we call BN code from OpenSSL
- Zlib is now external, in a library
- The make-ssh-known-hosts script is no longer included
- TSS has been removed
- MD5 is now external, in the OpenSSL library
- RC4 support has been replaced with ARC4 support from OpenSSL
- Blowfish is now external, in the OpenSSL library

[The licence continues]

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71 Die OpenSSL Lizenz

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SoftFloat was written by me, John R. Hauser. This work was made possible in part by the International Computer Science Institute, located at Suite 600, 1947 Center Street, Berkeley, California 94704. Funding was partially provided by the National Science Foundation under grant MIP-9311980. The original version of this code was written as part of a project to build a fixed-point vector processor in collaboration with the University of California at Berkeley, overseen by Profs. Nelson Morgan and John Wawrzynek.

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