

Manuscript Terms of Service

ACCEPTANCE OF TERMS

IMPORTANT -- READ CAREFULLY: BY CHECKING THE "I ACCEPT THE TERMS OF SERVICE" CHECKBOX OR BY UTILIZING THE MANUSCRIPT SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to the Manuscript service ("Service"). Your use of the Service is subject to these Terms of Service. This is a legal agreement ("Agreement") between You and Fog Creek Software ("Fog Creek"), a Delaware Corporation, for use of the Manuscript service. "You" refers to any individual who agrees to the "I accept the Terms of Service" checkbox option on the Service homepage or while registering for the Service, or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity. If You do not agree with the terms of this Agreement, do not select the Terms of Service checkbox and do not use the Service. Fog Creek reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement.

The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

DESCRIPTION OF SERVICE

The Service includes, and is limited to, a web site allowing You access to and use of a single Manuscript Account, with Support from Fog Creek Software. "Manuscript" referred to herein means the Fog Creek Software Manuscript, a server-based software product that allows teams to keep track of known issues in their products, to assign issues to team members, and to prepare status reports of issues. A "Manuscript Account" or "Account" referred to herein means a web site, provided by Fog Creek in exchange for Your payments, where You may use Manuscript to create, update, share, and publish information, data, text, software, Plugins, messages or other materials ("Content"). "Plugins" referred to herein are programs designed and written by users to augment the use of Manuscript. This includes Plugins created by Fog Creek, Plugins you create, and Plugins created by third parties ("Third Party Plugins") that can be installed on Manuscript. "Support" referred to herein means technical support from Fog Creek, available via electronic mail and via telephone during Fog Creek's normal operating business hours. Fog Creek explicitly DOES NOT provide telephone support outside its normal operating business hours.

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the service may include certain communications from Fog Creek, such as service announcements, administrative messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by Fog Creek for use in accessing the Service. Fog Creek will provide the Service in accordance with this Agreement. Fog Creek may at its sole discretion modify the features of the Service from time to time without prior notice.

REGISTRATION

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide Fog Creek with an electronic mail address and other information ("Registration Data"). You will choose an account designation for Your Account during the Service's registration process. You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Fog Creek of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Fog Creek cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Fog Creek assumes no duty to verify such information as further detailed in CONTENT OF THE SERVICE. If You provide any information that is untrue, inaccurate, not current or incomplete, or Fog Creek has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fog Creek has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof). If You register to use the Service on a free-trial basis, You will also have to go through the registration process. If You are under 18 years of age then You are required to have a parent or guardian review and complete the registration process on your behalf.

BILLING/PAYMENT TERMS

For the first 14 calendar days after You register (the "Trial Period"), Fog Creek will provide You the Service without charge, for an unlimited number of "Users" (user names defined by You, associated with specific humans with electronic mail addresses and passwords, who may access Your Account). You may, but are under no obligation to, provide a credit card number and related credit card information during registration or during the Trial Period. Credit cards are the only payment mechanism Fog Creek will accept for payment of a monthly subscription fee ("Subscription Fee") for the Service. All currency references are in U.S. dollars.

You may, through a mechanism Fog Creek provides as part of Your Account, define Users. You may define Users as "Inactive Users" (Users without permission to access Your Account) and "Active Users" (Users with permission to log in to Your Account using a password).

Before or at the expiration of Your Trial Period, You shall choose one of two types of Account: free or "Paid". Fog Creek offers a free Account for one or two Active Users. If You have and continue to have only one or two Active Users in Your Account, then You may continue to use Your Account for free by selecting the free 2-user tier. If You choose a Paid Account, You shall pay fees (described below) to Fog Creek Software based on your selected monthly or annual term ("Subscription Term").

The cost of a Subscription Fee for a Paid Account shall be determined by the selected Service, team size ("Team Size") and any additional option modules ("Modules") selected for Your Account based on your Subscription Term.

Upon the expiration of Your Trial Period, Fog Creek will end customer access to the Service unless Fog Creek Software has received credit card payment information and successfully charged the card for the first payment of the Subscription Fee (see "Termination, Breach, Suspension and Cancellation" below).

Upon the expiration of Your Trial Period, if You choose a Paid Account, we will request Your credit card information to add to Your Registration Data. Your credit card will be automatically charged for your Subscription Term at end of your Trial Period and this date will become your subscription renewal date ("Renewal Date"). If you select the Monthly Fee, the credit card that You provide as part of the Billing Data will be automatically and immediately billed each Month on your Subscription Renewal Date. You agree that Fog Creek may charge to Your credit card all amounts due and owing for Your Account on that monthly basis or upon cancellation (see "Termination, Breach, Suspension and Cancellation" and "Refund"). If You select the annual term, the credit card that You provide as part of the Billing Data will be automatically and immediately billed on the day your Trial Period ends. You agree that Fog Creek may charge to Your credit card all amounts due and owing for Your Account on a yearly basis on your Renewal Date unless you cancel the account (see the "Termination, Breach, Suspension and Cancellation" and "Refund" sections of these Terms of Service).

As long as Your Account remains active and in good standing, You will be charged the Subscription Fee even if You never use the service. You may, however, cancel Your Account at any time.(see "Termination, Breach, Suspension and Cancellation" and "Refund").

The credit card that You provide as part of the Registration Data will be automatically and immediately billed for your Subscription Fee upon the next renewal date ("Renewal Date") based on your Subscription Term. You agree that Fog Creek may charge to Your credit card all amounts due and owing for Your Account on that monthly or annual basis or upon cancellation (see "Termination, Breach, Suspension and Cancellation" and "Refund"). Fog Creek will contact You via electronic mail to alert You upon each charge. Fog Creek may change prices at any time without prior notice, but will endeavor to provide reasonable advance notice via Your Account website and/or electronic mail. You agree that in the event Fog Creek is unable to collect the fees owed to Fog Creek for Your Account through Your Subscription Fee, Fog Creek may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Fog Creek in connection with such collection activity, including collection fees, court costs and attorneys' fees.

Fog Creek will provide Support, including any upgrades that Fog Creek releases for Manuscript or the Service, for Your Account at no additional cost.

If your account was created before April 7th, 2014, your BILLING/PAYMENT TERMS can be referenced [here](#).

TERMINATION, BREACH, SUSPENSION AND CANCELLATION

If Your Subscription Fee payment is overdue, or if Your Trial Period has expired and You have chosen a Paid Account and Fog Creek has not yet received Your credit card information portion of Your Registration Data, Fog Creek may disable Your access and Your Users' access to Your Account. If Your Subscription Fee payment is more than 30 calendar days overdue, or if Your Trial Period expired more than 30 calendar days prior and You have chosen a Paid Account and You have not paid Your Subscription Fee, Fog Creek may suspend or terminate Your account. Fog Creek may also, at its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. In the event of suspension or termination, Your account will be disabled and You may not be granted access to Your Account or any files or other Content contained in Your Account, and Fog Creek may delete Your Content, although residual copies of information may remain in our system for some time for back-up purposes. In the event of termination, Fog Creek may also withdraw and at its discretion reallocate the public web address of Your Account.

TERMINATION & CANCELLATION

You may cancel Your Account at any time via means provided in Your Account. Upon cancellation, your account will remain active for the remainder of your Subscription Term but will not be renewed thereafter. If You terminate Your Account, via means provided for cancellation on the Fog Creek website or in Your Account, or via telephone call or electronic mail to Fog Creek, and You request that Fog Creek delete Content and files contained in Your Account, Fog Creek will make all reasonable efforts to do so.

REFUND

Fog Creek provides means for Account cancellation on the Fog Creek website and via Your Account. If You cancel Your Account within 90 calendar days of the end of the Trial Period, and You request a refund, Fog Creek will refund all payments You have made to Fog Creek within the 90 calendar days prior to the cancellation and refund request.

OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY

You are responsible for maintaining the security of Your Content and Manuscript Account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the Manuscript Account, including those of Your Users. You agree to immediately notify Fog Creek of any unauthorized uses of the Account or any other breaches of security. Fog Creek cannot and will not be liable for

any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Fog Creek be liable, in any way, for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS

Fog Creek and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not remove, deface or obscure any of Fog Creek's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

Manuscript is a Trademark of Fog Creek Software, Inc.

PRIVACY

You agree to the Fog Creek Privacy Policy provided at <https://shop.fogcreek.com/hostedpp.asp>.

EXPORT RESTRICTIONS

You acknowledge that the Service, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Fog Creek, its affiliates, suppliers and any other party authorized by Fog Creek to resell, distribute, or promote the Service ("Resellers"), and under such circumstances Fog Creek, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

PROPER USE

You understand that all Content are the sole responsibility of the person from which such Content originated. This means that You, and not Fog Creek, are entirely responsible for all Content that You upload, post, transmit or otherwise make available via Your Account or the Service or the Plugin Gallery. Fog Creek does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Fog Creek be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service, including Plugins. You acknowledge that Fog Creek does not pre-screen Content, but that Fog Creek and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Fog Creek and its designees shall have the right to remove any Content that violates the Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by Fog Creek or submitted to Fog Creek. You acknowledge and agree that Fog Creek may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any

Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Fog Creek, its users and the public.

You understand that the technical processing and transmission of the Service, including Your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Fog Creek's sole discretion as to what action should be taken. You agree that You will not:

(a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, a Fog Creek official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

(d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

(e) upload, post or otherwise transmit any Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to (a) sending mass email to recipients who haven't requested email from You or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;

(h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(k) "stalk" or otherwise harass another;

(l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

(m) offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) You do not have full power and authority under all relevant laws and regulations to offer and sell,

including all necessary licenses and authorizations, or (c) Fog Creek determines, in its sole discretion, is inappropriate for sale through the Service provided by Fog Creek;

(n) use the Account website as a redirecting/forwarding service to another website;

(o) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or content as an Account holder. If any user is reported to be in violation with the letter or spirit of these terms, Fog Creek retains the right to terminate such account at any time without further warning.

GENERAL PRACTICES REGARDING USE AND STORAGE.

You agree that Fog Creek has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. You acknowledge that Fog Creek may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. Fog Creek retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not:

(a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, ActiveX or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or

(d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Fog Creek or any other third party, except with the prior written consent of Fog Creek or the appropriate third party.

CONTENT OF THE SERVICE.

Fog Creek takes no responsibility for third-party content (including, without limitation, Third-Party Plugins, any viruses or other disabling features), nor does Fog Creek have any obligation to monitor such third-party content. Fog Creek is not responsible for any Third Party Plugins that you may install on Manuscript, and has no responsibility for what a Third Party Plugin does or does not do when used with Manuscript. You hereby waive any and all claims that you may have against Fog Creek resulting from installing a Plugin not authored by Fog Creek. You understand that the Manuscript Plugin Gallery is provided as a convenience to me. In no event will Fog Creek, its affiliates, or any of its or their respective directors, officers, employees or agents be liable to you or any third party for damages, direct or consequential, arising out of your installing and/or using a Plugin not authored by Fog Creek. Fog Creek reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. Fog Creek also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Fog Creek, its users

and the public. Fog Creek will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

INTERNATIONAL USE

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside.

NO RESALE OF THE SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by Fog Creek.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all of the information provided by You to Fog Creek to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder.

NO WARRANTIES OR REPRESENTATIONS BY FOG CREEK

You understand and agree that the Service is provided "as is" and Fog Creek, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, beyond the Refund, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Fog Creek's servers. Fog Creek, its affiliates, suppliers and Resellers make no warranty or representation, other than the Refund, regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements beyond the Refund. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. No oral or written information or advice given by Fog Creek or its authorized representatives shall create a warranty or in any way increase the scope of Fog Creek's obligations. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Fog Creek, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

INDEMNITY

You agree to indemnify, defend and hold harmless Fog Creek, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of this Agreement or the infringement or violation by You or any other User of Your Account, of any intellectual property or other right of any person or entity.

MODIFICATIONS TO SERVICE

Fog Creek reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Fog Creek shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and Fog Creek Software is intended or created by this Agreement.

LIMITATION OF LIABILITY

In no event will Fog Creek or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if Fog Creek, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, Fog Creek's, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service (if any) in the previous twelve (12) months.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of Fog Creek services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed under the laws of the State of New York, USA, as applied to agreements entered into and to be performed in New York by New York residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving the Borough of Manhattan, in the City of New York, in the State of New York, USA.

ENTIRE AGREEMENT/GENERAL PROVISIONS

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Fog Creek may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of Fog Creek upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Fog Creek, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Notices to You may be made via either email or regular mail. The Service may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to Fog Creek under this Agreement must be sent to the following electronic mail address for such purpose:

customer-service@fogcreek.com

or the following physical address:

Fog Creek Software
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New York, NY 10004

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