

SCHEDULE 18

DICTIONARY

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CONTENTS

1. INTERPRETATION	1
2. DEFINITIONS	2

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1. INTERPRETATION

1.1 A term or expression used in this ICO Agreement that starts with a capital letter and is defined in this Dictionary, has the meaning given to it in this Dictionary.

1.2 In this ICO Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in this ICO Agreement have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (vi) a reference to a clause, party, Schedule, Annex or Attachment is a reference to a clause of this ICO Agreement, and a party, schedule, Annex or Attachment to, this ICO Agreement, and a reference to this ICO Agreement includes a Schedule, Annex or Attachment to this ICO Agreement;
- (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
- (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (ix) a reference to a party to a document includes that party's successors and permitted assigns;
- (x) an agreement on the part of two or more persons binds them jointly and severally;
and

(xi) a reference to an agreement, other than this ICO Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

1.4 Headings are for convenience only and do not affect the interpretation of this ICO Agreement.

1.5 This ICO Agreement may not be construed adversely to a Party because that Party prepared or drafted it.

2. DEFINITIONS

The following definitions apply to words and phrases used in this ICO Agreement unless an alternative context is stated to apply:

“**Act**” means the Telecommunications Act (Cap 323);

“**Additional Mandated Services**” are Mandated Services as defined in the ICO but which are not currently being supplied to the Requesting Licensee;

“**Ancillary Mandated Service**” means the Co-Location Service in Schedule 12 and Patching Service in Schedule 13 of the ICO Agreement.

“**Annex**” means any document attached to this ICO Agreement, and is usually used to describe an attachment to a Schedule rather than an attachment to the main ICO Agreement. The words “**This Annex**” refers to the numbered Annex in which those words appear;

“**Arbitration**” means the procedure described in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**) under Schedule 17;

“**Arbitrator**” means the arbitrator appointed pursuant to clause 7 of Schedule 16 and/or clause 6 of Schedule 17;

“**Authorised Person**” has the same meaning ascribed to it in clause 19.5 of the main body of the ICO Agreement;

“**Authority**” means the Info-communications Development Authority of Singapore (“**IDA**”) or its successor organisations in the administration of telecommunications policy, law and regulation in the Republic of Singapore;

“Basic Mandated Services” means the Layer 1 Services offered in Schedules 1 to 11 of the ICO Agreement.

“Billing” means the processes specified in Schedule 16;

“Billing and Settlement Procedures” means the general billing and settlement procedures in respect of Charges as well as the procedures for the settlement of disputes as specified in Schedule 16;

“Billing Dispute” means the dispute of an invoice prepared by a Party to the other Party which is made in good faith;

“Billing Dispute Escalation Procedure” means the procedures outlined in Schedule 16, clause 7.7;

“Billing Dispute Notice” means the written notification made by a Party to the other Party in relation to a Billing Dispute according to clause 6.3 of Schedule 16;

“Billing Dispute Notification Period” means the fourteen (14) Calendar Day period after the date of an invoice which is the subject of a Billing Dispute;

“Billing Dispute Resolution Procedure” means the process relating to Billing Disputes specified in clause 7 of Schedule 16;

“Billing Period” means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

“Billing Representative” means a representative of either Party appointed in accordance with clause 9 in Schedule 16;

“Billing System” means a system to issue invoices relating to Charges payable by each Party under this ICO Agreement;

“Billing Verification Information” or **“BVI”** means such information provided pursuant to the individual service Schedules by one Party to the other as is necessary to ascertain the Charges payable by each Party under this ICO Agreement;

“Breaching Party” means a Party who is in breach of any of its obligations under the ICO Agreement;

“Broadcasting Licensee” means any holder of a licence granted under the Broadcasting Act (Cap. 28) but excludes class licensees;

“Building MDF” means an MDF located within residential or non-residential premises;

“Building MDF Room” means a room within a building, provided pursuant to COPIF, that is used to house a Building MDF and telecommunication licensees’ installation or equipment.

“Business Day” means any day other than Saturday, Sundays or the gazetted public holidays of the Republic of Singapore;

“Calendar Day” means any day of the week;

“Charge(s)” means a fee payable by a Licensee for goods or services set out or referred to in this ICO Agreement and as specified in Schedule 15 or elsewhere in the ICO Agreement, as amended from time to time;

“Central Office” or “CO” means the OpenNet’s premise at the telephone exchanges listed in Annex 12B of Schedule 12 of the ICO Agreement where OpenNet offer access to its infrastructure and co-location facilities under Schedule 12 of the ICO Agreement;

“Code” means the NetCo Interconnection Code 2009 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on [date]

“Co-Located Equipment” or “Co-Location Equipment” means multiplexes, transmission equipment, network termination units and other equipment that have been co-located by the Requesting Licensee under this ICO Agreement;

“Co-Location Equipment Modification” refers to any replacement, modification or rearrangement of existing Co-Location Equipment in the Co-Location Space or the installation of additional Co-Location Equipment in the Co-Location Space;

“Co-Location Equipment Installation and Maintenance Procedures” refers to the procedures as set out in Annex 12D of Schedule 12;

“Co-Location Request” means a request for Co-Location made under this ICO Agreement;

“Co-Location Request Form” means the application form prescribed in Annex 12C of Schedule 12;

“Co-Location Service” means the services listed under Schedule 12 of the ICO Agreement

“Co-Location Service Request Quota” refers to the maximum number of Co-location Requests (16) OpenNet shall process per week;

“Co-Location Space” means space and such facilities as may be agreed to by the Parties to be provided by OpenNet at the Central Office for the installation and operation of Co-Located Equipment;

“Commencement Date” refers to the date of completion of the Site Preparation Work in relation to the term of a Co-Location Service granted by OpenNet;

“Confidential Information” of a Licensee means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Licensee (and any matter concerned with or arising out of this ICO Agreement) but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this ICO Agreement);
- (b) information rightfully received by the other Licensee from a third person without a duty of confidentiality being owed by that other Licensee to that Third Party, except where that other Licensee has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Licensee;
- (c) information which has been independently developed by the other Licensee; or
- (d) information which is in the possession of, or is known to, the other Licensee prior to the date of this ICO Agreement, to the extent that the other Licensee is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Licensee;

“Connection” may refer to any one or all of the various Layer 1 Services offered in Schedules 1 to 11 of the ICO Agreement, depending on the context;

“Connection Charge” may refer to any one or all of the various charges OpenNet shall levy for the provision of Patching Service under the ICO Agreement depending on the context;

“Connectivity Points” mean the points where Wireline is terminated and/or cross-connected;

“Consequential Loss” includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;

- (e) loss of value of any equipment, including software;
- (f) claims of third parties; and
- (g) costs and expenses associated with or incidental to any of the above;

“COPIF” means the Code of Practice for Info-communications Facilities in Building;

“Customer” for the purposes of this ICO Agreement, means, in relation to a Party, a person who is connected to the Party's Network or utilises a telecommunication service provided by that Party;

“Customised Agreement” means an agreement for the provision of Mandated Services on prices, terms and conditions that are different from the ICO;

“Detailed Billing Verification Information” means the detailed information requirements for billing purposes set out in the relevant Schedules in the sections headed “Detailed Billing Verification Information”;

“Disclosing Party” means a Party making a disclosure of Confidential Information in the context of clause 19 of this ICO Agreement;

“Dispute Resolution” or **“Dispute Resolution Procedure”** refers to the procedures outlined in Schedule 17 of this ICO Agreement;

“Distribution Point” or **“DP”** means the intermediate point at each floor in a Residential Building where Wirelines from the FTTB Node must pass or terminate, en route to the Residential Premises on that floor.

“Duct Diversity” means a separate fibre strand provided via a separate duct along the same path as the existing equivalent Layer 1 Service;

“Due Date” means the date which is thirty (30) Calendar Days after the date of an invoice;

“Effective Date” means the date on which approval is given by the Authority after the ICO Agreement has been executed by both Parties and submitted to the Authority in accordance with the Code;

“Emergency Service Organisations” means the relevant police, fire, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

“End-User” means a customer who is a business or residential end user;

“Exclusivity Period” means the period approved by the Authority during which OpenNet shall offer the Mandated Services solely and exclusively to the NGNBN OpCo.

“Expert” means a person appointed in accordance with clause 6.8 of Schedule 17;

“Facilities” means installation and plant used for telecommunications as defined in the Act;

“Facilities-based Operator” or **“FBO”** means the holder of a Facilities-based Operator Licence issued by the Authority under the Act;

“Fault Control Centre” or **“FCC”** means a single point of contact for the reporting and management for fault reporting and clearing;

“Fibre Distribution Frame” or **“FDF”** means ; the Facility used typically at the CO, Building MDF Room, FTTB Node and NBAP DP to terminate the end of a Wireline.

“Final Distribution Point” means the final point within the Network where the Wireline terminates before the First Termination Point.

“First Termination Point” or **“1st TP”** means the network point within the premise and nearest to the point of entry of that premise where the Wireline is terminated.

“Forecast” means an estimate of a Party’s anticipated future requirements for a Service for a specified period, in accordance with the terms and conditions of the relevant Schedule;

“FTTB Node” means a network point located at the basement or ground floor of a building where the in-building Wireline are terminated and cross-connected. Where the building has a Building MDF Room or TER Room, the FTTB Node shall be the Building MDF Room or TER Room respectively;

“GPON” is a point-to-multipoint (including a point-to-point) fibre to the premises network architecture in which unpowered optical splitters are used to enable a single optical fibre to serve multiple premises;

“Government Agency” or **“Governmental Agency”** means any department or statutory board operated by or accountable to a ministry or organ of state within the Republic of Singapore;

“GST” means Goods and Services Tax imposed under the Goods and Services Tax Act, (Chapter 117A) of Singapore;

“Interconnection Offer” or **“ICO”** means the document submitted by OpenNet and approved by IDA in accordance with the terms and conditions of the NetCo Contract, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

“ICO Agreement” or **“this ICO Agreement”** means the agreement entered into between OpenNet and the Requesting Licensee on the terms and conditions specified in OpenNet’s approved ICO;

“ICO Review Date” means the date that the ICO, including any amendment to it, is reviewed and approved by the Authority;

“IDA” has the same meaning as **“Authority”**;

“IDA Act” means the Info-communications Development Authority of Singapore Act (Cap 137A);

“Indemnifying Party” means a Party who must indemnify and keep indemnified the Indemnified Party;

“Indemnified Party” means a Party who is kept indemnified by the Indemnifying Party;

“Intellectual Property” means all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights;

“Inter-Working Group” means a committee with an equal number of appropriate representatives from each Party formed pursuant to clause 3 of Schedule 17 (Dispute Resolution);

“Invoice” means an invoice, bill or request for payment issued by a Party to the other Party in accordance with this ICO Agreement;

“Invoiced Party” refers to the Party receiving the Invoice for the service received in accordance with this ICO Agreement;

“Invoicing Party” refers to the Party issuing the Invoice for service(s) rendered in accordance with this ICO Agreement;

“ITU-T G.625D” refers to the Transmission systems and media, digital systems and networks standard number G.625D published by the Telecommunication Standardization Sector of the International Telecommunication Union;

“ITU-T G.657A” refers to the Transmission systems and media, digital systems and networks standard number G.657A published by the Telecommunication Standardization Sector of the International Telecommunication Union;

“Joint Investigation Charge” means the charge payable by the Requesting Licensee at the rate specified in Schedule 15 for a joint site meeting to investigate service quality or fault;

“Joint Investigation Meeting” means the joint site meeting requested by the Requesting Licensee to investigate service quality or fault;

“Layer 1 Service” means a service provided by OpenNet to the Requesting Licensee for the use of Wireline;

“Liable Party” is as defined in Clause 14.10 of the main body of the ICO Agreement;

“Loss” means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

“Main Body” refers to the main body of this ICO Agreement;

“Mandated Services” means the Basic Mandated Services and Ancillary Mandated Services;

“Manuals” means the manuals in the Schedules of this ICO Agreement as amended or substituted from time to time with this ICO Agreement or as a result of any changes introduced and/or such other manuals as are from time to time agreed between the Licensees to constitute “Manuals” for the purposes of this ICO Agreement;

“Maximum Quota” refers to the maximum number of requests for Basic Mandated Services and Redundancy Services and for Ancillary Mandated Services that OpenNet shall process per week;

“Mean Time To Recovery” or “MTTR” means is the average time OpenNet took to restore service for all fault incidents for all relevant Connections acquired under the relevant Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet’s control;

“Mediation” has the same context as the referral of a dispute to the Singapore Mediation Centre and in accordance with the same Mediation Rules;

“Mediation Rules” means the rules of the Singapore Mediation Centre;

“Monthly Recurring Charge” refers to the charges Requesting Licensee shall pay for the service on a monthly basis computed from the beginning of the month as specified in Schedule 15.

“MTTR Rebate” means the relevant rebate in accordance with the relevant Schedule, OpenNet shall compensate the Requesting Licensee in the event OpenNet fails to meet the standard MTTR for a particular month;

“NBAP Termination Point” or “NBAP TP” means the network point at the NBAP and nearest to the point of entry of that NBAP where the Wireline is terminated;

“Negotiation Period” means the period specified in the relevant Schedule for negotiation in relation to the provision of a Service;

“NetCo Contract” means the contract entered into between IDA and OpenNet on or about 20 October 2008, as may be amended by agreement between IDA and OpenNet;

“NetCo QP” refers to Network Company Qualifying Persons who are Facilities-Based Operator (FBO), a Services-Based Operator (SBO), or a Broadcasting Licensee;

“Network” refers to a telecommunication system of a Party which is used or intended to be used for telecommunications;

“NGNBN” means Next Generation National Broadband Network

“NGNBN OpCo” means such entity appointed by the Authority, including its successors and assigns, who will implement, own and operate the active portion of the NGNBN.

“No Fault Found Charge” refers to the charge imposed by OpenNet under Schedule 15 when OpenNet determines that no fault is found or the fault is not with the OpenNet Network or equipment;

“Non-Building Address Point” or “NBAP” means a location in mainland Singapore or its connected islands other than a physical address;

“Non-Residential Building” means a building that contains one or more Non-Residential Premises but excludes all Housing Development Board apartment blocks regardless of height;

“Non-Residential Premise” means any premise other than a Residential Premise;

“Notice of Acceptance” means the submission of Attachment A of the Main Body of this ICO Agreement where the Requesting Licensee accept and wishes to enter into an agreement with OpenNet pursuant to the prices, terms and conditions of the ICO;

“Notice Period” means the ten (10) Business Days written notice given by either Party pursuant to a dispute falling under Schedule 17;

“Notification of Acceptance of ICO” refers to a confirming acceptance of the ICO Agreement given by the NetCo QP to OpenNet under Part 1 of the main body of the ICO Agreement;

“NTE” means the equipment owned and installed by the Requesting Licensee at the End-User premise;

“OpenNet” means OpenNet Pte Ltd, a company incorporated under the laws of Singapore with its registered office at One Marina Boulevard #28-00 Singapore 018989

“OpenNet Platform” means the operation and business support system used in the maintenance of network inventory, provisioning of services and management of faults;

“Optical Ethernet” or “OE” means an ethernet network built upon the passive optical network provided by OpenNet;

“Ordering Charge” means the charges OpenNet shall levy in accordance with schedule 15 of the ICO Agreement;

“Ordering and Provisioning Procedures” means the various procedures for the ordering and provisioning of Services in the relevant Schedules;

“Patch Cable” means the physical optical patch cord used to connect two ports in a FDF;

“Patching Locations” means the location where OpenNet would offer to provide Patching Service pursuant to Schedule 13 of this ICO Agreement;

“Patching Service” refers to the services provided under Schedule 13 of the ICO Agreement;

“Patching Service Activation Request” or “PSAR” refers to the request for a Patching Service submitted by Requesting Licensee in accordance with Schedule 13 of this ICO Agreement;

“Patching Service Activation Request Form” or “PSAR Form” refers to the form provided in Annex 13A in Schedule 13;

“Patching Service Deactivation Request” or “PSDR” refers to the request to remove a Patching Service submitted by Requesting Licensee in accordance with Schedule 13 of this ICO Agreement;

“Patching Service Deactivation Request Form” or “PSDR Form” refers to the form provided in Annex 13B in Schedule 13;

“Patching Service Request Quota” refers to the maximum number of PSARs (80) that OpenNet shall process per week;

“Path Diversity” means a separate fibre strand provided along a separate path as the existing equivalent Layer 1 Service;

“Party” means either of OpenNet or the Requesting Licensee;

“Prime Lending Rate” means, in relation to a Reference Bank on any day, the rate per annum which is the prime lending rate, for Singapore Dollars of that Reference Bank as announced by

that Reference Bank from time to time, in force on such day and, for the purposes of this ICO Agreement, a change in such rate shall be effective on and from the day on which it is announced or, if such announcement provides for such change to come into effect on a later day, on and from such later day;

“Project Study” means the process by which OpenNet confirms its ability to provide a Service requested by the Requesting Licensee under the applicable Schedule;

“Project Study Fee” means a Charge under Schedule 15 for the provision of a request for a Project Study;

“Proposed QP” refers to a QP which the Requesting Licensee wishes to request a QP to QP Interconnection with under Schedule 12A of the ICO Agreement;

“Provisioning SLG” refers to the Service Level Guarantee provided for the provisioning timeframes for Co-location Service under Schedule 12;

“PVC” means Polyvinyl chloride material;

“QP to QP Interconnection” means a direct connection between two Co-Location Equipments of QPs in the same Central Office;

“QP to QP Interconnection Request” means a request made for a QP to QP Interconnection under Schedule 12A of the ICO Agreement;

“QP to QP Interconnection Service” means the services listed under Schedule 12A of the ICO Agreement;

“Qualifying Person” or “QP” means a NetCo QP;

“Ready for Service” or “RFS” means the date that OpenNet completes the installation of the Services as notified to the Requesting Licensee in accordance with the relevant Schedules;

“Receiving Party” means a Party receiving Confidential Information from the Disclosing Party or a notice of dispute falling under Schedule 17, depending on the context;

“Redundancy Service” means service which provides redundant connection acquired in addition of an existing connection;

“Reference Banks” means the principal Singapore offices of The Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited and United Overseas Bank Limited;

“Related Corporation” means a company which is the Holding Company or Subsidiary of either Party or a company which shares a common Holding Company with that Party;

“Request” refers to any request made for any Mandated Service provided by OpenNet under the ICO Agreement;

“Request Date” means the date on which OpenNet receives the request for any Service;

“RFP” means Request for Proposal;

“Requesting Licensee” means an FBO or SBO or Broadcasting Licensee which submits a written application to acquire Mandated Services under this ICO Agreement;

“Requesting Licensee’s Network” means a Network owned or operated by the Requesting Licensee;

“Residential Building” means a building other than a Non-Residential Building;

“Residential End-User” means a user of telecommunication service who is not engaged in commercial activity at the location where the service is provided;

“Residential High Rise” means a building more than 2 storeys high with more than one Residential Premise within the building;

“Residential Landed House” means a building not exceeding 3 storeys high designed or adapted or used for human habitation of a residential nature solely occupied by a Residential End-User;

“Residential Premise” means a premise designed or adapted or used for human habitation of a residential nature. In the event of any doubt as to whether a premise is of residential nature, the classification which the Inland Revenue Authority of Singapore applies to that premise for tax purposes shall be final and conclusive.

“Retail Service Provider” or **“RSP”** means any person providing retail services to End-Users using the Network or other network in Singapore

“Schedule” means any of the documents entitled Schedule 1 in numerical order up to and including Schedule 18 which is attached to and forms part of this ICO Agreement. The words “this Schedule” refer to the numbered Schedule in which those words appear;

“Service” means a service provided by OpenNet as described in this ICO Agreement and **Services** means any, all or combination of them as the context requires;

“Services Based Operator” or **“SBO”** means the holder of a Services-based Operator Licence issued by the Authority under the Act;

“Security Requirement” means the security deposit or banker’s guarantee given by the Requesting Licensee to OpenNet in accordance with the main body of the ICO Agreement;

“Senior Management” means a representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility of administering this ICO Agreement;

“Service Level Guarantee” means the criteria, remedies and procedures relevant to timeframes and other standards for the supply of a Service, as set out in the relevant Schedule;

“Singapore Dollar” and **“S\$”** mean the currency of Singapore;

“Singapore International Arbitration Centre” or **“SIAC”** means the centre referred to in clause 6 of Schedule 17 which can be contacted at 1 Coleman St, #05-08 Adelphi, Singapore 179803, Tel: (65) 334 1277, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

“Singapore Mediation Centre” or **“SMC”** means the centre referred to in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**), which can be contacted at Third Level City Hall Building, St Andrews Road, Singapore 178957, Tel: (65) 332 4366, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

“Site Preparation Work” means any work undertaken by OpenNet to permit Co-location;

“Split Ratio” means the number of Wirelines from the 1st TP that will be connected to the optical splitter at the Building MDF Room;

“Standard Operating Procedures” or **“SOP”** means the procedures as specified in the Annexes or Attachments to the relevant Schedules;

“Suspending Party” means the party who wish suspend this ICO Agreement or any Schedule of this ICO Agreement;

“Termination Party” means the party who wish terminate this ICO Agreement or any Schedule of this ICO Agreement;

“Third Party” means any person or entity other than OpenNet or the Requesting Licensee;

“Transmission Tie Cable” means an optical fibre cable used to connect the Requesting Licensee's Fibre Distribution Frame at the Co-location space to OpenNet's Fibre Distribution Frame at the CO;

“Transmission Tie Cable Port” means a Transmission Tie-Cable connection point at the OpenNet's Fibre Distribution Frame;

“Weekly Recurring Charge” is calculated by multiplying the Monthly Recurring Charge by 7 and dividing it by the number of days in that month;

“Wireline” means passive optical fibre cable deployed and owned by OpenNet; and

“Wireline Diversity” means a separate fibre strand (may be from the same fibre cable) provided via the same duct along the same path as the existing equivalent Layer 1 Service.