
ABB CONNECT PARTNER HUB PORTAL TERMS OF USE

Please read the terms and conditions of these Portal Terms of Use carefully. If you do not agree to these Portal Terms of Use, do not accept them and do not access or use the Portal and/or Services in any way.

1 Scope and contract formation

- 1.1 Parties and scope. These ABB Connect Partner Hub Terms of Use (these “Portal Terms of Use”) govern your access to and use of the ABB Connect Partner Hub Portal (the “Portal”) and related Services. These Portal Terms of Use are agreed between ABB Switzerland Ltd, a company incorporated in Switzerland with registration number CHE-101.538.426, whose registered office is at Brown Boveri Strasse 6, CH-5400 Baden, Switzerland (“ABB”, “we”, “us” or “our”) and you (“Customer”, “you” or “your”). You represent to us that you are lawfully able to enter into a contract. If you are acting on behalf of a company or other entity, “you” means that entity, and you are binding that entity to these Portal Terms of Use.
- 1.2 Contract formation. By (i) uploading, downloading or copying any Content; (ii) accessing or otherwise using the Portal or the Services; and/or (iii) clicking on an “accept” button, you are agreeing to the terms and conditions of these Portal Terms of Use and the Portal Terms of Use come into effect.

2 Services and access to Portal

- 2.1 Services. Subject to your compliance with these Portal Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable, time-limited and revocable right to access the Portal and use the Services for your internal business purposes. You may permit, under your full responsibility, third parties under contract with you to use the Services and access the Portal for supporting your internal business purposes.
- 2.2 Your account on the Portal. Your use of the Services or access to the Portal requires you to establish an account on the Portal. For purposes of administering the account, you will be required to provide contact information (for example name, telephone number, address, email and user IDs) and other information as described in the registration form. You are responsible for the accuracy and completeness of this information and for any and all activities that occur under an account that is attributable to you (including, for the avoidance of doubt, activities by third party Users). You will ensure that (i) the Users securely store and keep credentials (e.g. username, passwords, certificates, keys) confidential; (ii) the credentials that are allocated to a specified User are only used by such User; and (iii) the account is only used in relation to the Services and in such a way so as not to impair or compromise the stability or security of the Portal and/or the Services. You notify us immediately on discovering any attempted or actual unauthorized use of an account that is attributable to you and immediately follow our instructions when we are asking you to change a User’s access credentials. We reserve the right to change a User’s access credentials if we are of the opinion that such change is necessary for security reasons.
- 2.3 External Content. You may be able to access or are required to access third party websites, app stores and/or material and/or download third party software from such websites or

app stores in order to use the Services. We do not operate or control any third party websites, app stores or any other material, information, software, services, opinions or other content provided by third parties, including on the internet (collectively, "External Content"). Use of External Content is subject to your acceptance of the applicable third party terms of use and you acknowledge and agree that any contractual relationship related to External Content is solely between you and the provider of such External Content. We make no warranties or representations and we have no obligation, responsibility or liability for External Content and your use of External Content to the extent permitted by law. You agree that you will make no claim against us relating to External Content.

- 2.4 You understands and acknowledges that the Services and/or your access to the Portal are free of charge and that we may, at our sole discretion, (i) modify the Services, the Portal and/or their respective features; (ii) provide upgrades, patches or maintenance; or (iii) provide, suspend or discontinue the Services or access to Portal at any time with our without giving a reason. We will use commercially reasonable efforts to notify you reasonably in advance prior to any of the actions in (i) to (iii) above to the extent such actions may have an impact on you but we will not be able to provide advance notice of unscheduled or emergency maintenance.
- 2.5 The provision of the Portal requires us to monitor your usage of the Portal for legitimate purposes, such as (i) providing, maintaining and developing the Portal; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Portal; and (iii) improving the user experience of the Portal.

3 Data protection and security

- 3.1 Data protection. Each party shall comply with all applicable Laws related to the protection of Personal Data and agrees not to withhold or delay its consent to any changes to applicable contractual provisions in order to comply with such applicable laws and orders from any competent authority. We will further comply with our Data Privacy Policy when using such Personal Data. The parties acknowledge that the processing of Personal Data may require the conclusion of additional data processing/protection agreements. A party shall, upon request of the other party, promptly enter into any such agreement(s) as required by mandatory law or a competent authority.
- 3.2 Security. Within the platform we have established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures as well as malware protection, in order to establish an appropriate level of security and protection of Your Content against accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Your Content.

4 Your responsibilities

- 4.1 General obligations when using Services. You will: (i) obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where you provide Personal Data to us) which may be required regarding Your Content, software and other content, if any, provided by you; (ii) when using External Content, comply with the respective terms and conditions of use and the license terms and conditions in connection with External Content; (iii) promptly install any updates or upgrades provided by us (in accordance with the respective specification and instructions) on your computer systems and/or mobile devices (as applicable); (iv) comply with any restrictions on permitted User types; (v) comply with our reasonable instructions regarding the proper use of the Services and/or the Portal as may be given in individual cases from time to time; (vi) ensure that all

Users comply with the Acceptable Use Policy; and (vii) comply with the Laws, in particular when providing Your Content.

- 4.2 General use restrictions. You will not, nor will you permit any third party to, directly or indirectly use the Services and/or the Portal in a production environment or in any other way that could adversely impact production-, security- or safety-critical processes, in any productive system or in any application or situation where failure of the Services or the Portal could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
- 4.3 Cooperation and information obligations. You will co-operate with us in all matters relating to the Services and/or the Portal and provide us with such information and materials as we may reasonably require in order to provide the Services and/or access to the Portal as well as in order to verify your compliance with these Portal Terms of Use. In addition, to your information obligations related to your use of the Portal as set out in Section 2.2, you will promptly inform us upon becoming aware of any circumstances that may or do affect the security of the Services and/or the Portal.

5 Proprietary rights

- 5.1 Your Content. We will not acquire any right, title and interest in Your Content other than the rights you grant to us under these Portal Terms of Use.
- 5.2 ABB Content. As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Content are and remain exclusively with us or our licensors. You have no rights in and to the ABB Content, other than those expressly granted pursuant to these Portal Terms of Use.
- 5.3 Our use of Your Content. We, our Affiliates and our Subcontractors have the right to collect, monitor, store, use, extract, compile, synthesize, aggregate, analyze or otherwise process Your Content to the extent it is non-confidential for (i) providing and maintaining the Services to you and your Affiliates; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Portal and the Services; (iii) improving and developing existing services, technologies, products and/or software and developing new services, technologies, products and/or software, and all improvements and developments (including all resulting Intellectual Property Rights) are exclusively owned by us. In addition, we have the right to use Your Content for benchmarking purposes if and to the extent it is anonymized or non-confidential.
- 5.4 Feedback. During the course of the Services or your use of the Portal, you may provide feedback or suggestions related to the Services and/or the Portal to us (i.e. Think Tank). We exclusively own all rights, title and interest, including all Intellectual Property Rights, in such feedback and suggestions. We and our Affiliates are entitled to use such feedback and suggestions, even if it should be marked confidential, without restrictions and compensation to you. Any compensation for this kind of information is explicitly excluded.
- 5.5 Restrictions. You will not in whole or in part (i) (except as explicitly permitted in these Portal Terms of Use) use the ABB Content in any manner, including, without limitation, for any third-party use including, without limitation, license, sublicense, sell, resell, lease, transfer, assign, distribute, display, broadcast, disclose, or otherwise commercially exploit or make it, or any portion thereof, available to any third party in any manner; (ii) modify, tamper with, repair or make derivative works based upon the ABB Content; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Content (except to the extent that applicable Laws prohibits

reverse engineering restrictions, and then only as permitted by such laws); (iv) copy any ideas, features, functions or graphics of the ABB Content; (v) access or use the ABB Content in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in ABB Content; and/or (vi) remove, obscure, alter, or move ABB's and its licensors' proprietary notices. Use of the ABB Content other than specifically permitted in these Portal Terms of Use is expressly prohibited.

6 Intellectual property infringement

- 6.1 Defense and indemnity. If any third party makes a claim against you that the Services, if used in accordance with the terms of these Portal Terms of Use, infringe a third party's copyrights, patents or trademarks (a "Claim"), we will defend you against such Claim and pay the amounts finally awarded by a court against you or included in a settlement approved by us, provided that you will (i) promptly give written notice of the Claim to us, specifying the nature of the Claim in reasonable detail; (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of us; and (iii) allow us to control and reasonably cooperate with us in the defense and settlement of the Claim.
- 6.2 Exceptions. We have no liability or obligation related to any claim of infringement of Intellectual Property Rights if and to the extent the claim arises out of or relating to (i) the use of Your Content in the provision of the Services or otherwise in connection with these Portal Terms of Use; (ii) a modification created by or at the direction of you or a third party; (iii) use of the Services other than in accordance with the terms of these Portal Terms of Use; (iv) use of the Services in combination with any hardware, software or other materials, where absent such combination, the affected Service would not be the subject of a Claim; or (vi) any circumstances that are not directly caused by us.
- 6.3 Effect of Claim. If a Claim is made or, in our reasonable belief, is likely to be asserted, we may, at no cost to you: (i) procure for you the right to continue to take the benefit of any Services, that are affected by the Claim; or (ii) re-perform the applicable Services so that it becomes non-infringing; or (iii) terminate the provision of Services and/or your access to the Portal, in whole or in part without any liability.
- 6.4 Sole and exclusive remedy. This Section 6 states the sole, exclusive and, subject to the limitations in Section 9, our entire liability of us to you and your sole and exclusive remedy with respect to any claim or allegation of infringement or misappropriation of any third party Intellectual Property Right.

7 Warranty and indemnity by you

- 7.1 You represent and warrant that our use of Your Content or your grant of any license or right under these Portal Terms of Use, will not infringe the Intellectual Property Rights or other rights of any person or legal entity.
- 7.2 You will indemnify and hold us harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any alleged or actual (i) infringement of any third party's Intellectual Property Rights by you; (ii) violation of any third party's rights related to Your Content or its use by us, our Affiliates and/or our subcontractors in accordance with these Portal Terms of Use; (iii) violation of any other rights of a third party related to your breach of these Portal Terms of Use; and (iv) breach of Laws by your use of the Services and/or Portal.

8 Disclaimer

- 8.1 DISCLAIMER. WE PROVIDE THE SERVICES AND ACCESS TO THE PORTAL TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THESE PORTAL TERMS OF USE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES AND THE PORTAL INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES OR THE PORTAL WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

9 Limitation of liability

- 9.1 Limited liability and exclusions. Our total aggregate liability for direct damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with your use the Services and the Portal are limited to USD 50 (fifty). We are in no event liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Portal Terms of Use, even if we have been advised of the possibility of such damages, for (i) loss of profits, sales or business, agreements or contracts, anticipated savings, revenue, or damage to goodwill; (ii) business interruption or loss or corruption of data; (iii) costs of substitute goods or services; or (iv) any indirect, consequential, incidental, special, punitive damages or exemplary loss. Other than the liability specified in this Section 9, our liability shall be excluded to the largest extent possible under applicable Law. The limitations and exclusions of liability also apply to the benefit of our Affiliates, suppliers, licensors, subcontractors as well as our and their directors, officers, employees and representatives. You may not assert any claim for breach or non-performance under these Portal Terms of Use against us unless you have given us written notice of the claim within 1 (one) year after you first knew or reasonably should have known of the facts giving rise to such claim.

10 Suspension

- 10.1 We may suspend the Services or your access to the Portal in whole or in part if we determine that your use of the Services or the Portal (i) poses a security risk to the Services, the Portal and/or any third party; (ii) may adversely impact the performance of the Services and/or Portal; (iii) is in violation of the Laws or poses a risk that we are or will be in violation of the Laws; (iv) may subject us or any third party to liability. In addition, we may suspend the Services and/or your access to the Portal under the circumstances specified in the Acceptable Use Policy. We will suspend the Services and/or your access to the Portal only to the extent reasonably necessary. Unless we believe an immediate suspension is required, we will use commercially reasonable efforts to provide reasonable notice before suspending a Service or access to the Portal. We may in any case temporarily suspend the Services and/or access to the Portal for maintenance purposes.

11 Term and termination

- 11.1 Term. The Portal Terms of Use will enter into effect as described in Section 1.2 above and will remain in effect until terminated in accordance with Sections 11.2, 11.3 or 11.4 below.
- 11.2 Termination for convenience. Either party may terminate these Portal Terms of Use for convenience at any time.

- 11.4 Termination for cause by us. Without limiting our other rights or remedies, we may also terminate these Portal Terms of Use (in whole or in part) with immediate effect by giving written notice to you if (i) there is a change in Laws in one or more countries that would render the continued performance of the Service or provision of the Portal illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Services, or (ii) you are in breach of the Acceptable Use Policy or the license terms.
- 11.5 Effect of termination. Upon termination of these Portal Terms of Use for any reason: (i) you will immediately cease using the Services; (ii) we may disconnect your access to the Services and the Portal on or after the effective date of termination; and (iii) the accrued rights, remedies, obligations and liabilities of the parties as at termination or expiration shall be unaffected, including the right to claim damages in respect of any breach of these Portal Terms of Use which existed at or before the date of termination or expiration.
- 11.6 Retrieving Your Content. You are responsible to export Your Content prior to the effective date of termination in accordance with the methods that are available. After expiration of a period of 30 days we may delete Your Content.

12 Export control or sanctions

- 12.1 You will not export, directly or indirectly, any technical data acquired from us under the Portal Terms of Use (or any products, including software, incorporating any such data) in breach of any applicable export control or sanctions laws, including United States export control or sanctions laws, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- 12.2 You undertake to contractually oblige any third party to whom you disclose or transfer any such data or products to make an undertaking to include similar terms to the ones set out above and, if requested, to provide us with any reasonable assistance, at the reasonable cost of us, to enable us to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any export control or sanctions laws.
- 12.3 You represent and warrant that Your Content is not restricted from export as set out in these Portal Terms of Use. You are solely responsible for the way you are using the Portal and/or the Services. Notwithstanding the foregoing, the Portal and /or the Services may not directly or indirectly be used in connection with the design, production, storage or use of chemical, biological or nuclear weapons or transport systems and the Portal and/or the Services may not be used for military or nuclear applications without our prior written permission.

13 Confidentiality

- 13.1 Confidentiality. Each party agrees that it shall not at any time disclose non-public technical or commercial knowhow, specifications, inventions, processes, source code, product plans, marketing plans or initiatives or any other information or data which are designated at the time of disclosure to the Recipient as confidential or are of a confidential nature and have been disclosed to such party (the "Recipient") by the other party (the "Discloser") or its agent and any other confidential information concerning Discloser's business or its products which the Recipient may obtain, except as permitted by Section 14.3.
- 13.2 Exceptions. Confidential information does not include any particular information that the Recipient can reasonably demonstrate (i) was in the possession of, or was rightfully known by, the Recipient without an obligation to maintain its confidentiality prior to receipt from the Discloser; (ii) was or has become generally available to the public other than as a result

of disclosure by the Recipient or its agents; or (iii) was independently developed by the Recipient without use of or reference to any confidential information of the Discloser.

- 13.3 Permitted disclosure. The Recipient may disclose the Discloser's confidential information (i) to such of its and its Affiliates employees, agents, professional advisers or subcontractors as need to know the same in connection with the Portal Terms of Use and provided the Recipient takes reasonable measures to ensure that such employees, agents or subcontractors comply with this Section 14; and (ii) as may be required by Laws, a court of competent jurisdiction or any governmental or regulatory authority, provided that the Recipient takes best efforts to limit such disclosure and to obtain confidential treatment or a protective order, notifies the Discloser (where legally permissible to do so) reasonably in advance to enable it to participate in such effort.
- 13.4 Safeguards. The Recipient agrees to apply reasonable safeguards against the unauthorized disclosure of the Discloser's confidential information in accordance with good industry practice, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher.

14 Governing Law and Jurisdiction

- 14.1 Governing law. The Portal Terms of Use, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the substantive laws of Switzerland excluding both its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).
- 14.2 Jurisdiction. Any dispute, controversy or claim arising out of, or in relation to, the Portal Terms of Use, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be three. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

15 General Provisions

- 15.1 Force majeure. Neither party shall be in breach of contract nor liable for delay in performing, or failure to perform, any of its obligations under the Portal Terms of Use if such delay or failure result from events, circumstances or causes beyond its reasonable control, including: (i) acts of God, flood, fire, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, cyber-attacks, riots, war, threat of or preparation for war, armed conflict, sanctions or embargos; (iv) Laws or action taken by a government or public authority; and (v) any labor or trade dispute, strikes, industrial action or lockouts;
- 15.2 Assignment. We may assign or otherwise transfer these Portal Terms of Use, all or any of our rights and obligations under them to an Affiliate, successor-in-interest or any third party. You shall not, without our prior written consent, assign or otherwise transfer any or all of your rights or obligations under these Portal Terms of Use.
- 15.3 Subcontracting. We are permitted to appoint and use Affiliates and other third parties to perform our obligations or any portion thereof.
- 15.4 Entire agreement. These Portal Terms of Use constitute the entire agreement between the parties in relation to its subject matter. It replaces and supersedes all prior agreements, draft agreements, statements, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in relation to that subject matter. The parties agree that the Customer's standard or purchase terms and conditions shall not apply.

- 15.5 Variation. No variation shall be effective unless it is in writing and signed by the parties. Notwithstanding the foregoing, we may modify these Portal Terms of Use, the Data Privacy Policy and/or the Acceptable Use Policy from time to time. Any such modification will be subject to notification to you and will be effective as stated in the notification. By continuing to use the Services and/or accessing the Portal after the effective date of a modification, you agree to be bound by the modified terms.
- 15.6 No waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 Severance. If any provision or part-provision of these Portal Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted but not affect the validity and enforceability of the rest of these Portal Terms of Use.
- 15.8 Code of conduct and anti-bribery law. We maintain a set of codes of conduct and guidelines related to our, our employees' and our subcontractors' business conduct, including anti-bribery, anti-corruption and conflict of interest. We also require our suppliers to comply with such codes of conduct or have equivalent codes of conduct for their companies, employees and subcontractors, accessible at <https://global.abb/group/en/about/integrity/standards/abb-code-of-conduct>. You shall comply in your business conduct with standards that are equivalent.
- 15.9 Notices. Any notice given to a party under or in connection with these Portal Terms of Use shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery to the address specified in the registration; or (ii) sent by email to the email address specified in the registration. We may in addition provide notices by email or other electronic notification forms available in the used systems to the address then associated to your account on the Portal.
- 15.10 Third party beneficiaries. No one other than a party to the Portal Terms of Use shall be a beneficiary of them or shall have any right to enforce any of its terms.
- 15.11 Independent contractors. Each party is an independent contractor, nothing contained in these Portal Terms of Use shall form a joint-venture, partnership or agency, and neither party has the authority to bind the other party.

16 Definitions and interpretation

- 16.1 Definitions. In addition to the definitions in Section 1 of these Portal Terms of Use, the following definitions apply:

"ABB Content" means the Services, the Portal (including all tools, software, hardware, materials, data, content, application program interfaces provided by us or our Affiliates as part of or in relation to the Services and/or the Portal) or other ABB intellectual property;

"Acceptable Use Policy" means the ABB acceptable use policy, available at <https://partnerhub.connect.abb.com/acceptable-use-policy> or as provided separately and as may be updated by us from time to time;

"Affiliate" means any entity, whether incorporated or not, which presently or in the future, directly or indirectly controls, is controlled by, or is under common control with a party, by virtue of a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings;

"Data Privacy Policy" means the data privacy policy, available at <http://new.abb.com/privacy-policy>, as may be updated by us from time to time;

"Discloser" has the meaning set out in Section 13.1;

"External Content" has the meaning set out in Section 2.4;

"Intellectual Property Rights" means (a) inventions, patents, utility models, copyrights, moral rights, mask work rights, database rights and rights in trademarks, trade names, designs, know-how, and invention disclosures (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Laws" means any applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, authority, or other relevant body, as amended or re-enacted;

"Personal Data" means any data or information of an identified or identifiable natural person;

"Portal" means an online portal, accessible for you, at the web address notified to you by us (or such other web address as may be notified to you by us from time to time);

"Recipient" has the meaning set out in Section 15.1;

"Services" means the access we provide to the available Portal modules and features.

"User" means an individual who is legitimately authorized to access or receive the Services, and/or access the Portal through your account.

"Your Content" means any information, data, material and software that is provided by or on behalf of you through or in connection with the use of the Services and the Portal;

16.2 Interpretation

Any phrase introduced by the terms "e.g.", "including", "include", "in particular", "such as" or any similar expression, shall be construed as illustrative and shall not introduce an exhaustive list of phrases nor limit the sense of the words preceding those terms.