

## **METRICS MATTER SITES & SERVICES TERMS AND CONDITIONS**

Last updated on: 03 June 2024

These Terms govern access to and use of the METRICS MATTER (“Metrics Matter”, “we”, “our” or “us”) websites, products, and services (collectively, the “Site”) by individuals or entities who are any of the following (collectively, “you” or “your”):

- general website visitors to metricsmatter.com, veriam.org and/or other URLs owned or operated by Metrics Matter (each a “Website Visitor”);
- subscribers or licensees to one or more of our products or services (the “Services”) (each, a “Customer”); and
- users of the Services and other Metrics Matter Service end users (each, a “User”).

By using the Site, you accept these Terms (whether on behalf of yourself or a legal entity you represent) and accept that all Services, unless stated otherwise are classified as Beta. There is the possibility for you to make additional arrangements with us on the basis of a Premium SLA. This Premium SLA may contain agreements that differ from these Terms. The Premium SLA will prevail over these Terms.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE AND/OR SERVICE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

## 1. Application of terms

- 1.1. These Terms apply to your use of the Service. By accessing and using the Website and Service:
  - I. you accept and agree to be bound by these Terms; and
  - II. where your access and use are on behalf of another person or entity (e.g., a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person or entity is bound by these Terms.
- 1.2. If you do not agree to these Terms, you are not authorised to access and use the Service, and you must immediately stop doing so.
- 1.3. If the processing of Data (as defined below) is governed by the GDPR (as defined below), the additional terms in the Data Processing Addendum (as defined below) also form part of these Terms.
- 1.4. These Terms are a standard set of provisions and are for the purpose of doing business with all parties using the Services. There is the possibility for you to make additional arrangements with us on the basis of a Premium SLA. This Premium SLA may contain agreements that differ from these Terms. The Premium SLA will prevail over the Terms.

## 2. About the Service

- 2.1. We provide a software platform which provides identity & access management, contracting, software licensing, subscription management, invoicing and payments, among other things.
- 2.2. We will use reasonable efforts ("*inspanningsverplichting*") to provide the Service:
  - I. in accordance with these Terms and Dutch law;
  - II. exercising reasonable care, skill and diligence; and
  - III. using suitably skilled, experienced and qualified personnel.
- 2.3. Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.
- 2.4. Subject to clause 2.5, we will use reasonable efforts ("*inspanningsverplichting*") to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or due to an event that is beyond our reasonable control. We will use reasonable efforts to publish on the Website advance details of any unavailability.
- 2.5. Through the use of web services and APIs, the Service may interact with a range of third-party service features (e.g., we may provide integration examples for using third party libraries. These examples are provided as is, we do not make any warranty or representation on the availability or performance of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third-party feature, you are not entitled to any refund, discount or other compensation.

## 3. Restrictions

- 3.1. Service providers using the Service may not offer any service that are in violation of applicable law. Also, the following sectors are explicitly excluded from using the service of us:
  - I. Arms
  - II. Gambling
  - III. Pornography

IV. Tobacco & Vaping

- 3.2. You are responsible to immediately report any content of services that violate these terms and conditions.

**4. Beta Services**

- 4.1. Classification. All Services, unless stated otherwise are classified as Beta. We may in addition classify certain Services or Underlying Systems, including a particular release or feature, as Beta. A Service may be generally available in some circumstances (e.g., in some countries or regions) while still classified as Beta in other circumstances.
- 4.2. Nature of Beta Services. By their nature, Beta Services may be feature-incomplete or contain bugs. We may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.
- 4.3. Feedback. Unless we otherwise agree in writing, your use of Beta Services is confidential, and you must provide timely Feedback on the Beta Services in response to our requests.
- 4.4. Availability During Beta Period. We may suspend or terminate your access to any Beta Services at any time.
- 4.5. Tracking. We may track your activity on our Website and use of the (Beta) Service for the further development and improvement of our (Beta) Services.

**5. Your obligations**

- 5.1. You must:
- I. follow the configuration, integration and deployment instructions as laid out on the Website in order to use the Service;
  - II. ensure the proper implementation and security of third-party libraries or features, as stated in clause 2.5;
  - III. use the Service in accordance with these Terms.
  - IV. not decompile, resell or make available the Service to any third party, or otherwise commercially exploit the Service, other than as intended by us.
- 5.2. You must provide true, current and complete information in your dealings with us (including when setting up an account) and must promptly update that information as required so that the information remains true, current and complete.
- 5.3. You must keep your User ID secure and:
- I. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
  - II. immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to [security@metricsmatter.com](mailto:security@metricsmatter.com).
- 5.4. When accessing and using the Service, you must:
- I. not impersonate another person or misrepresent authorisation to act on behalf of others or us;  
not attempt to undermine the security or integrity of the Underlying Systems;
  - II. not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
  - III. not attempt to view, access or copy any material or data other than:
    - that which you are authorised to access; and
    - to the extent necessary for you to use the Service in accordance with these Terms;

- IV. neither use the Service, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
  - V. unless with our agreement, access the Service via standard web browsers and not by any other method. Other methods include scraping, deep linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction, monitoring or input method.
- 5.5. You are responsible for procuring all licences, authorisations and consents required for you to access and use the Service, including to use, store and input Data into the Service.
- 5.6. You indemnify us against all Loss we suffer or incur as a direct or indirect result of:
- I. your failure to comply with these Terms, including any failure of a person who accesses and uses the Service by using your User ID; or
  - II. any Loss arising from or in connection with an actual or alleged breach by you of any legal or regulatory requirements which occurs in connection with, or as a result of your use of the Service.

## **6. Data**

- 6.1. You acknowledge that we may use Data for our internal research, analytical and product development purposes, to conduct statistical analysis and identify trends and insights (on an anonymised and aggregated basis) and for our internal reporting requirements (and these rights will survive termination and expiration of these Terms).
- 6.2. You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your agent for the purposes of the [•AVG] (The Netherlands) and any other applicable privacy law and as the data processor for the purposes of the GDPR. If the GDPR applies, the additional terms in the Data Processing Addendum also form part of these Terms. You must ensure you have obtained all necessary consents for us to access, collect, hold, process and distribute the Data as described in these Terms and, if applicable, the Data Processing Addendum.
- 6.3. While we will take standard industry measures to back up all Data stored using the Service, you agree to keep a separate back-up copy of all Data uploaded to the Service.
- 6.4. You agree that we may store Data (including any Personal Information) in secure servers and may access that Data (including Personal Information) from time to time.
- 6.5. You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.
- 6.6. You acknowledge that:
- I. we may require access to the Data to exercise our rights and perform our obligations under these Terms; and
  - II. to the extent necessary but subject to clause 10, we may authorise a member or members of our personnel to access the Data for this purpose.

## **7. Our intellectual property**

- 7.1. Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. Subject to the Data Processing Addendum (if applicable), you grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of our rights

and performance of our obligations in accordance with these Terms. You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 6.

- 7.2. Other than the Data, we (and our licensors) own all proprietary and intellectual property rights in the Service and the Underlying Systems, including all information, data, text, graphics, artwork, photographs, trademarks, logos, icons, sound recordings, videos and look and feel, and including any modification, enhancement or derivative work of any of the foregoing.
- 7.3. To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes, any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Services.
- 7.4. If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):
  - I. all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
  - II. we may use or disclose the feedback for any purpose.
- 7.5. You acknowledge that the Service may link to third party websites that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites.
- 7.6. Our trademarks and IP belong to Metrics Matter Holding.

## **8. Confidentiality**

- 8.1. Each party must, unless it has the prior written consent of the other party:
  - I. keep confidential at all times the Confidential Information of the other party;
  - II. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
  - III. disclose the other party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 6.6I and 8.III.
- 8.2. The obligation of confidentiality in clause 8.1 does not apply to any disclosure or use of Confidential Information:
  - I. for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
  - II. required by law (including under the rules of any stock exchange);
  - III. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
  - IV. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
  - V. by us if required as part of a bona fide sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 8.

## **9. Privacy**

- 9.1. When you provide personal information to us, we will comply with the AVG, the GDPR and with our Privacy Policy, as stated on the Website.

## 10. Warranties

- 10.1. Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.
- 10.2. To the maximum extent permitted by law:
- I. our warranties are limited to those set out in these Terms; and
  - II. we make no representation concerning the quality of the Service and do not promise that the Service will:
    - meet your requirements or be suitable for a particular purpose or
    - be secure, free from viruses or other harmful code, uninterrupted or error free.
- 10.3. You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. You agree that:
- I. to the maximum extent permitted by law and any other applicable consumer protection legislation does not apply to the supply of the Service or these terms; and
  - II. it is fair and reasonable that the parties are bound by this clause 12.3.
- 10.4. Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option to:
- I. supplying the Service again; and/or
  - II. paying the costs of having the Service supplied again.
- 10.5. Based on the Premium SLA, parties can agree to additional warranties relating to the Services. As the Service is free, no warranties whatsoever shall be given to you. In a Premium SLA we can enter into different arrangements regarding warranties, on a case-by-case basis.

## 11. Disclaimer and Limitations on Liability.

- 11.1. The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.
- 11.2. Disclaimer. We provide the Services and Underlying Systems “AS IS” and “AS AVAILABLE”. Except as expressly stated as a “warranty” in this Agreement, and to the maximum extent permitted by Law, we do not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, financial partners, the Underlying Systems, Data and the documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. We are not liable for any losses, damages, or costs that you or others may suffer arising out of use of the Services including arising out of or relating to hacking, tampering, or other unauthorised access or use of the Services, your Account, or Personal Information, or your failure to use or implement anti-fraud or data security measures. Further, the we are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the documentation; (b) unauthorised access to servers or infrastructure, or to Data or Personal Information; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies, omissions or losses in or to any Personal Information or Data; (f) content; or (g) your or another party’s defamatory, offensive, fraudulent or illegal conduct.

11.3. Limitations on liability. To the maximum extent permitted by law:

- I. you access and use the Service at your own risk; and
- II. we are not liable or responsible to you or any other person for any Loss under these Terms or in connection with the Service, or your access and use of (or inability to access or use) the Service. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- III. To the maximum extent permitted by Law, we will not be liable to you or your affiliates in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you or we have been advised of their possibility.

11.4. To the maximum extent permitted by law and only to the extent clause 11.1 of these Terms does not apply:

- I. our total liability to you in connection with these Terms or the Service will not exceed the amount paid for the Service by you; and
- II. we will not be liable to you under or in connection with these Terms or our provision of the Service for any:
  - loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
  - consequential, indirect, incidental or special damage or loss of any kind.

11.5. Clause 11.2 does not apply to limit:

- I. our liability under or in connection with these Terms:
  - for personal injury or death; or
  - for fraud or willful misconduct; or
- II. any liability that cannot be excluded by law.

11.6. To the maximum extent permitted by Law, we will not be liable to you or your affiliates in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for losses, damages, or costs exceeding in the aggregate of the total amount of Fees you paid to us (excluding all pass-through fees levied by financial parties) during the 12-month period immediately preceding the event giving rise to the liability.

## 12. **Suspension and termination**

12.1. Unless terminated under this clause 12, these Terms and your right to access and use the Service starts on the Start Date and continues until:

- I. we give at least 30 days' notice that these Terms and your access to and use of the Service will terminate on the expiry of that notice; or
- II. you terminate these Terms by giving notice via the dashboard on the Website, in which case your access to and use of the Service will terminate immediately.

12.2. Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:

- I. breaches any material provision of the Agreement and the breach is not:
  1. remedied within 10 days or the receipt of a notice from the first party requiring it to remedy the breach; or



2. capable of being remedied; or
  - II. becomes insolvent, liquidated, bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or becomes subject to any form of insolvency action of external administration, or ceases to continue business for any reason.
- 12.3. Termination of these Terms does not affect either party's rights or obligations that accrued before that termination.
- 12.4. On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.
- 12.5. Clauses which, by their nature, are intended to survive termination of your right to access and use the Service, including clauses 3 to 9, 11.3, 11.4 and 12.2.
- 12.6. Subject to clause 12.5, no compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any amount that you have already paid to us.
- 12.7. Without limiting any other right or remedy available, we may restrict or suspend your access to the Service if we consider you have:
- I. undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
  - II. used, or attempted to use, the Service for improper purposes or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
  - III. transmitted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is, or may be, Objectionable, incorrect or misleading;
  - IV. otherwise materially breached these Terms.

### **13. General**

- 13.1. We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service, you agree to be bound by the changed Terms.
- 13.2. We may change, suspend, discontinue, or restrict access to, the Service without notice or liability.
- 13.3. We may take the Service offline for maintenance without notice or liability.
- 13.4. If we need to contact you, we may do so by email or by posting a notice on the Website or the Service. You agree that this satisfies all legal requirements in relation to written communications.
- 13.5. These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of the Netherlands. Each party submits to the non-exclusive jurisdiction of the Courts of Amsterdam, the Netherlands in relation to any dispute connected with these Terms or the Service.
- 13.6. Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure, provided that the affected party:
- I. immediately notifies the other party and provides full information about the Force Majeure;
  - II. uses best efforts to overcome the Force Majeure; and
  - III. continues to perform its obligations to the extent practicable.
- 13.7. You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, which consent not to be unreasonably withheld. You remain



liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.

- 13.8. No person other than us and you have any right to a benefit under, or to enforce, these Terms.
- 13.9. Subject to clause 13.1 and 5, any variation to these Terms must be in writing and signed by both parties.
- 13.10. For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 13.11. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 13.12. These Terms set out everything relating to your access and use of the Service and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms, unless agreed otherwise in a Premium SLA. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agree to these Terms.

**14. Definitions and interpretations**

14.1. Definitions. In these Terms capitalized words have the following meaning:

Base Subscription Fee	means the base monthly subscription fee set out in the Order Form
Agreement	means any specific agreement entered into between you and a Counterparty (e.g., Service Providers, Consumers or End users) via our Website and/or our Service. This includes end-user license agreements, software and data licensing agreements, and Subscription Agreements.
Beta	means proof of concept," "beta," "pilot," "invite only" or similar designation
Beta Service	means any Beta portion of the Services or Services
Customer	means subscribers or licensees to one or more of the Services
Confidential Information	means all nonpublic information disclosed by us, our affiliates, business partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information
Counterparty	a party you enter into an Agreement or other agreements with, being a Service Providers (including Metrics Matter), Consumers or End users respectively
Data	means content, data, and information (including personal information) that is owned, held, used or created by you or on your behalf, and that is then stored, transmitted via, input into or displayed via the Service
Data Processing Addendum	means the data processing addendum to these Terms
End User	means an end user who visits, interacts or purchases something from your website or platform whose Data may be collected by us on an anonymous basis when you use the Service
Fees	means the fees payable by you to us in respect of the Service as set out on our Order Form at the time of subscription to the Service (plus Sales Tax) and includes the Base Subscription Fee. In

Force Majeure	relation to Agreements and other third parties' arrangements or payments the Fees explicitly exclude the payments between the parties and the Fee will only constitute the margin of sales means an event that is beyond the reasonable control of a party, excluding: an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or a lack of funds for any reason
GDPR	means the General Data Protection Regulation of the European Union
Intellectual Property Rights	includes copyright and all rights anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property
Loss	includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis
Objectionable	includes being objectionable, defamatory, obscene, harassing, threatening or unlawful in any way
Order Form	means the order form setting out the Service as agreed between you and us prior to the Start Date
Personal information	means information about an identifiable, living person, and includes personal data, personally identifiable information and equivalent information under applicable privacy and data protection laws
Premium SLA	means the additional service level agreement on which premium parties can enter into additional arrangements with Metrics Matter
Sales Tax	means sales tax, goods and services tax, value added tax or equivalent tax payable under any applicable law
Service	means the provision of the Metrics Matter platform as further described on the Website as well as the Website, as the Website is updated from time to time
Service Providers	means the organizations that use the infrastructure offered by Metrics Matter to secure access to their online applications, engage into legally binding Agreements with Consumers [•and End users], sell subscriptions to their services, send invoices and receive payments on their behalf.
Start Date	means the date that you set up an account
Terms	means these terms and conditions titled Metrics Matter Terms and Conditions including, if the processing of Data is governed by the GDPR, the Data Processing Addendum
Underlying Systems	means the IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third-party solutions, systems and networks

User ID	means a unique name and/or password allocated to you to allow you to access the Service
We, us or our	means Metrics Matter;
Website	means metricsmatter.com and veriam.org
Website Visitor	means a general website visitor to metricsmatter.com, veriam.org and/or other URLs owned or operated by Metrics Matter
You	means you or, if clause 1.11c applies, both you and the other person or entity on whose behalf you are acting

14.2. In these Terms:

- I. clause and other headings are for ease of reference only and do not affect the interpretation of these Terms;
- II. words in the singular include the plural and vice versa; and
- III. a reference to:
  - a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
  - including and similar words do not imply any limit; and
  - a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.