

## SOFTWARE LICENCE AGREEMENT

### TERMS AND CONDITIONS

These Terms and Conditions govern the use of APC proprietary software that has been pre-loaded on, embedded in or shipped with a SOM (defined below) or that is otherwise made available by APC (defined below), and all associated Documentation (defined below).

#### 1. Grant of Licence

1.1 Licence Grant. In respect of each SOM purchased by Licencee from APC, APC grants to Licencee and Licencee hereby accepts, subject to the terms of this Agreement, a personal, limited, perpetual, non-exclusive, worldwide and non-transferable licence:

- (a) to use, only as part of, or integrated within, each SOM purchased and not on a stand alone basis, the APC Software;
- (b) to reproduce, only as part of, or integrated within, the firmware required to operate a product powered by each SOM, or required to operate each SOM (such firmware being the "Authorized Systems") and not on a stand alone basis, the APC Software;
- (c) to directly or indirectly manufacture, demonstrate, copy, distribute, market and sell the APC Software in object code (machine readable) only as part of, or embedded within, a purchased SOM, in object code form and not on a stand alone basis;
- (d) to copy, use and distribute as needed, solely in connection with a purchased SOM, the proprietary information for the purpose of developing, maintaining and supporting the SOM with which the APC Software is integrated. Notwithstanding the foregoing, those files marked as .h files ("Header files") or source or object code files may only be distributed strictly for development purposes (by Licencee or its affiliates) Provided Always that APC's written consent first be obtained;
- (e) to prepare derivative works, only as part of, or integrated within, the purchased SOM and not on a stand alone basis, of the APC Software; and
- (f) to use, demonstrate, copy, distribute, market and sell derivative works of the APC Software in object code (machine readable) only as part of, or integrated within, Authorized Systems and not on a stand alone basis. Notwithstanding the foregoing, Header files may be distributed in source or object code form, but only as part of, or embedded within purchased SOM.

1.2 Conditions of Licence. The licence granted herein is conditional upon:

- (a) APC's receipt of Licencee's full payment of the purchase price applicable to the SOM;
- (b) Licencee's acknowledgement and agreement to the following:
  - (i) Licencee (including its assigns and successors) irrevocably agree to adhere to the terms and conditions set out in this Agreement;

- (ii) Licensee may utilize subcontractors to exercise its rights under Clause 1.1 so long as Licensee has an agreement in place with such subcontractor containing confidentiality restrictions no less stringent than those contained in this Agreement. Licensee shall remain liable for its subcontractors' adherence to the terms of this Agreement and for any and all acts and omissions of such subcontractors with respect to this Agreement and the APC Software;
- (iii) Licensee shall reproduce any and all of APC's (or its third party licensor's) copyright notices and other proprietary legends on copies of APC Software;
- (iv) The licences granted above in this Clause 1 only extend to APC's IP rights that would be infringed by the APC Software prior to Licensee's preparation of any derivative work;
- (v) Licensee is solely responsible for obtaining any necessary third party approvals and any licences for any necessary essential IP rights for their use in connection with technology that Licensee incorporates into the purchased SOM (whether as part of the APC Software or not);
- (vi) Licensee may not translate, reverse engineer, decompile, or disassemble the APC Software except to the extent applicable law specifically prohibits such restriction. Licensee must prohibit its sub-licensees from translating, reverse engineering, decompiling, or disassembling the APC Software except to the extent applicable law specifically prohibits such restriction; and
- (vii) Licensee will not take or fail to take any action that could subject the APC Software to an Excluded Licence.

1.3 No Licence Granted for Open Source Software and Third Party Software. Separate licence grants and rights to Open Source Software and Third Party Software, if different from those granted in this Section 1, are as identified under Clause 11.

1.4 Indemnification. Licensee shall defend, indemnify and hold harmless APC from any and all damages claims, liabilities, and costs (including reasonable attorney's fees) related to Licensee (including contractor's and licensee's) use of the APC Software and/or Licensee (including contractor's and sub-licensee's) breach or violation of any of the terms and conditions of this Agreement.

## **2. Updates**

2.1. This Agreement governs Updates. The terms of this Agreement shall govern any updates, upgrades, supplements, and add-on components (if any) of the APC Software, including bug fixes, service upgrades (parts or whole), products or devices, and updates and enhancements to any software previously installed (including entirely new versions), provided by APC ("**Update**"), unless such Update is accompanied by a separate licence, whereupon the terms of that separate licence shall govern. A reference in this Agreement to APC Software shall include a reference to all Updates.

2.2. Use Latest Version. Licensee shall at all times market and distribute only the most current commercially available version of the APC Software.

### **3. English language**

- 3.1. Unless otherwise agreed between APC and Licencee, the APC Software shall be provided in the English language only.

### **4. APC EULA**

- 4.1. Do not distribute without APC EULA. All SOMs or Licencee Products sold, distributed or in any way supplied by Licencee or its distributors, resellers or contractors to End-Users must be sold, distributed or supplied under the APC EULA accompanying the SOM. If the APC Software offers or displays the APC EULA as a part of its installation, Licencee shall not configure or permit any third party to configure the APC Software in any manner which would prevent offer or display of the APC EULA. If the APC EULA does not accompany the APC Software, Licencee shall ensure that the SOMs or Licencee Products shall be sold, distributed or supplied to End-Users subject to an end-user licence agreement which shall be no less restrictive or protective of the rights of APC and its licensors in the APC Software than the terms of the APC EULA and which shall further provide that APC and its licensors are third party beneficiaries of Licencee with rights to enforce the end-user licence agreement in relation to the APC Software.
- 4.2. No representations on behalf of APC. Licencee shall not make or have any right to make any representations, promises or warranties in relation to the Software on behalf of APC to any third parties.

### **5. Export Controls and Unauthorized Uses**

- 5.1. Licencee acknowledges that the APC Software is subject to U.S. and when applicable, European Union export regulations. Licencee shall comply with applicable export and import laws and regulations for the jurisdiction in which the APC Software will be imported and/or exported. Licencee shall not export the APC Software to any individual, entity or country prohibited by applicable law or regulation. Licencee is responsible, at its own expense, for any local government permits, licenses or approvals required for importing and/or exporting the APC Software.
- 5.2. If, for any reason whatsoever, Licencee distributes the APC Software to the United States Government, then the APC Software is "restricted computer software" and is subject to FAR 52.227-19 (c)(1) and (c)(2)
- 5.3. If APC receives notice that Licencee is or becomes identified as a sanctioned or restricted party under applicable law, then APC will not be obligated to perform any of its obligations under this license if such performance would result in violation of the sanctions or restrictions.
- 5.4. Unauthorized Uses
- (a) The APC Software is not intended or authorized for use in anti-personnel landmines, and Licencee agrees that it will not be used for this purpose. Upon request from APC, Licencee will furnish a written certification that it shall not use or permit the use of the APC Software in anti-personnel landmines.
- (b) The APC Software are not designed to be fail-safe and are therefore not warranted for use as the principal mechanism in life-support applications, devices, or systems or other applications that invoke potential risks of death, personal injury, or severe

property or environmental damage. Use of the APC Software materials in such critical applications is understood to be fully at Licensee's own risk.

- (c) If Licensee permits the uses of APC Software for the foregoing unintended or unauthorized uses, Licensee shall fully indemnify, defend, and hold harmless APC, its Affiliates, subsidiaries, officers and directors, employees, and distributors from all liability related to such use, including attorneys' fees and costs.

## **6. Intellectual Property**

- 6.1. Title to APC Software. APC and its licensors shall retain all rights, title and interests in and to the APC Software and all IP conceived, developed, comprising, embodied in, or practiced in connection with the APC Software, including, without limitation, all modifications, enhancements, upgrades and derivatives thereof. Nothing in this Agreement shall be construed as granting to Licensee any implied rights under any APC or third party IP.
- 6.2. Modifications to APC Software. Licensee's modifications and improvements to the APC Software, and all IP rights associated with, and title thereto, will be the property of APC. Licensee agree to assign all, and hereby do assign all rights, title, and interest to any such modifications and improvements to the APC Software to APC and agree to provide all assistance reasonably requested by APC to establish, preserve or enforce such right. Further, Licensee agrees to waive all moral rights relating to Licensee's modifications and improvements to the APC Software, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modification or improvement. Notwithstanding the foregoing, Licensee shall have the licence rights granted in Clause 1 hereto to any such modifications and improvements made by Licensee or its licensor's.
- 6.3. Proprietary Markings. Licensee shall not remove, obliterate or destroy any of APC's or its licensors' proprietary, trademark or copyright markings or notices placed upon or contained within any APC Software or SOMs or displayed during the operation of the APC Software and/or use of the SOMs.

## **7. No Warranties**

- 7.1. DISCLAIMER. THE SOFTWARE IS PROVIDED "AS IS" AND ON AN "ALL FAULTS BASIS." APC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ORAL OR IN WRITING, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE OBJECT CODE OR SOFTWARE SOURCE CODE OR WITH RESPECT TO ANY THIRD PARTY MATERIALS OR OTHER SOFTWARE PRODUCTS OR INTELLECTUAL PROPERTY OBTAINED FROM THIRD PARTIES. APC MAKES NO WARRANTY OF NONINFRINGEMENT OR THAT THE SOFTWARE IS MARKETABLE, MERCHANDISABLE OR FIT FOR ANY PARTICULAR PURPOSE. APC MAKES NO WARRANTY OR REPRESENTATION THAT LICENSEE'S USE OF ANY SOFTWARE PROVIDED BY APC WILL MEET LICENSEE'S REQUIREMENTS, IS NOT SUSCEPTIBLE OR VULNERABLE TO HACKING, MALWARE, VIRUSES, TROJANS, OR THE LIKE, WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL NOT INTERFERE WITH OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES – WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED. APC EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.
- 7.2. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT SHALL APC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING WITHOUT LIMITATION

ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOST SAVINGS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR THE PERFORMANCE OF ANY SOFTWARE PROVIDED BY APC OR ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OR INABILITY TO USE THE PRODUCT OR A BREACH OF ANY WARRANTY OR TERM HEREIN, EVEN IF APC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, APC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT (EXCLUDING TAXES, INSURANCE, SHIPMENT COSTS AND OTHER EXPENSES) PAID BY LICENSEE FOR THE AFFECTED SOM(S) IN THE 12 MONTH PERIOD PRECEDING THE JUDGMENT OR AWARD RESULTING IN APC'S LIABILITY.

7.3. The provisions of this Clause 7 apply to the maximum extent permissible by the applicable law.

## **8. Confidentiality**

Licencee shall retain the Confidential Information in the strictest confidence (*i.e.*, a "need-to-know" basis) and shall not disclose the Confidential Information to any third party without APC's prior express written consent. Licencee shall not use the Confidential Information for any purpose not related to the use of the Software in accordance with the terms of this Agreement, and shall limit access to the Confidential Information to those of its employees and agents whose work responsibilities require such access. Licencee hereby undertakes that, in the event any such confidential information is for any reason obtained or received by Licencee:

- (a) Licencee shall not, without APC's prior written consent, use or allow the use of such confidential information for any purpose, or disclose or permit the disclosure of such confidential information to any third party (including Licencee's own employees);
- (b) at APC's request, Licencee shall surrender to APC or destroy all records and materials containing or developed from such confidential information; and
- (c) in the event that such confidential information is obtained or received by Licencee from any source other than APC, Licencee shall immediately notify APC of this fact and take such steps and provide such assistance as APC may reasonably require to identify the source of such confidential information, maintain the secrecy of such confidential information and prevent its misuse.

8.1. Licencee acknowledges and agrees that any breach of Clause 8 will cause APC substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available at law or in equity, APC shall have the right to specific performance and other injunctive and equitable relief without the necessity of proving damages, posting any bond or other security. Licencee shall indemnify and hold harmless APC from and against any and all claims, costs, damages (whether direct or indirect), losses, expenses and liability, including court costs and reasonable legal fees, which are related to or arise out of Licencee's breach of this Clause 8, or which are incurred by APC in the enforcement of this Clause 8.

## **9. Termination**

- 9.1. This Agreement and all rights and licences granted herein shall terminate automatically (without prior notice from APC) immediately upon Licencee's breach of any terms of this Agreement. Upon the termination of this Agreement:
- (a) Licencee shall immediately cease all use of the Software (including any marketing, sale and distribution of SOM and Licencee Products incorporating any SOM); and
  - (b) Licencee shall destroy all copies of the Software (in any form or media) in Licencee's possession or under its control and certify in writing to APC that all such copies have been destroyed.
- 9.2. Survival. The termination of this Agreement does not affect the survival of any Clauses 1 (Grant of Licence), 6 (Intellectual Property), 7 (No Warranties), 8 (Confidentiality), 9 (Termination), 10.1 (Governing Law and Jurisdiction), and 10.4 (Rights of Third Parties) or any other clause that survives the termination of this Agreement by operation of law.

## **10. General**

- 10.1. Governing Law and Jurisdiction. This Agreement is governed by Singapore law. The parties submit to the non-exclusive jurisdiction of the Singapore courts.
- 10.2. Notices. All notices and communications under this Agreement must be in writing and personally delivered, sent by registered post return receipt requested and postage prepaid or facsimile or email to the contact details set out on the cover page or otherwise notified in writing from time to time. Notices or communications are deemed duly given and received: (a) if personally delivered, on the day of delivery; (b) if sent by registered post, two (2) days after posting if posted to an address in the same country and eight (8) days after posting if posted to an address in another country, notwithstanding the fact that the letter may be returned to the post office undelivered; and (c) if sent by facsimile or email, upon the issue of a report by the sender's machine confirming successful transmission, subject to a confirmation copy being sent by post (postage prepaid) within forty-eight (48) hours.
- 10.3. Assignment. APC may assign or transfer this Agreement or any right, or sub-contract or delegate any duty or obligation without notice to or consent of Licencee. Licencee may not assign or transfer this Agreement or any right, or sub-contract or delegate any duty or obligation without the prior consent of APC.
- 10.4. Rights of Third Parties. Licencee agrees that all licensors of APC (including without limitation, NXP, Silex and Qt) shall be third party beneficiaries of APC with rights to enforce this Agreement in respect of the Software supplied by them. Except as stated in this Clause 10.4, no third party shall have any right to enforce any of the provisions under the Contracts (Right of Third Party) Act (Cap.53B).
- 10.5. General Provisions. This Agreement is the entire agreement between APC and Licencee. This Agreement is for the benefit of and binds the parties and their successors and assigns. A waiver of a party's rights shall be in writing and shall not prevent the party's further exercise of the same or any other right. The invalidity, illegality or unenforceability of any part of this Agreement shall not affect the validity, legality and enforceability of the other parts of this Agreement. Nothing in this Agreement creates a joint venture, partnership, relationship of employment or agency between the

parties. Neither party has authority to contract on behalf of or bind the other. The rights and remedies under this Agreement are cumulative and not exclusive of any other right or remedy provided by law or equity. This Agreement may be executed in any number of counterparts which shall together constitute but one and the same agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If any provision of this Agreement is held for any reason to be invalid or unenforceable the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive a party of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the parties' intention underlying the invalid or unenforceable provision

## **11. Open Source Software and Third Party Software**

The Software may include some or all of the following software which is not APC Software and the rights granted herein are limited to those rights provided below:

- 11.1. Open Source Software. The Software may contain Open Source Software. This Agreement does not apply to such Open Source Software and, instead, the terms and conditions of the applicable Open Source Software licence shall apply. In connection with those Open Source Software, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Open Source Software licence, the terms of the Open Source Software licence shall prevail. Licencee acknowledges that the Open Source Software licence is solely between Licencee and the applicable licensor of the Open Source Software. Licence and copyright information relating to the Open Source Software are disclosed in the product documentation accompanying the Software. No warranty, maintenance or support obligations set out in this Agreement or any other agreement between APC and Licencee in relation to the Software or any SOM shall apply to Open Source Software or any Software that has been modified pursuant to an Open Source Software licence.
- 11.2. NXP Semiconductors N.V / Freescale Semiconductor, Inc. Software. If the Licenced Software includes software owned by NXP Semiconductors N.V and/or Freescale Semiconductor, Inc. (collectively, "**NXP**"), Licencee agrees that such software shall be subject to the terms of Licencee's licence with NXP (the "**NXP Underlying Software**") and as such, APC grants no licence to Licencee, beyond evaluation and demonstration in connection with APC processors, of the NXP Underlying Software. Licencee must separately obtain rights beyond evaluation and demonstration in connection with the NXP Underlying Software from NXP.
- 11.3. Silex Technology, Inc. If the Licenced Software includes software owned by Silex Technology, Inc. ("**Silex**"), Licencee agree that such software shall be subject to the terms of Licencee's licence with Silex (the "**Silex Underlying Software**") and as such, APC grants no licence to Licencee, beyond evaluation and demonstration in connection with APC processors, in the Silex Underlying Software. Licencee must separately obtain rights beyond evaluation and demonstration in connection with the Silex Underlying Software from Silex.
- 11.4. The Qt Company, Inc. If the Licenced Software includes software owned by The Qt Company, Inc. ("**Qt**"), Licencee agree that such software shall be subject to the terms of Licencee's licence with Qt (the "**Qt Underlying Software**") and the terms and as such, APC grants no licence to Licencee, beyond evaluation and demonstration in connection with APC processors, in the Qt Underlying Software. Licencee further agree that to the extent that Licencee receive any archives or other form of Software containing Qt libraries or Qt-owned Software from APC from time to time ("**Qt Libraries**"), the licence of such Qt Libraries shall be subject to the following terms and conditions:

- (a) The Qt Libraries have been provided to Licensee without any warranties by either Qt or APC.
- (b) The Qt Libraries can only be used on a single computer or processor within Licensee's possession and control;
- (c) Licensee's rights to use the Qt Libraries shall be limited to Licensee's internal use purposes only and does not include (i) any licence, right or authorization to distribute or disclose any copy or portion of the Qt Libraries to any other person, and (ii) the right to modify or create derivative works based on the Qt Libraries.
- (d) Licensee may make copies of the Qt Libraries, provided that any such copy: (a) is created as an essential step in the utilization of the Qt Libraries in accordance with the use of the Licenced Software, or (b) is only for archival purposes to back-up the licenced use of the Qt Libraries. Licensee may also make copies of the Qt Libraries to the extent reasonably needed to exercise rights under the Licenced Software, provided that Licensee always ensure that all Qt trademark, copyright and intellectual property notices are faithfully reproduced and included on Licensee's copies.
- (e) APC and/or Qt reserves the right to inform Licensee, from time to time, of any changes to the foregoing terms and conditions attached to Licensee's use of the Qt Libraries.

## **12. Interpretation**

### **12.1. Definitions. In this Agreement:**

Confidential Information	means (1) any data, documentation, software, source code, algorithms, inventions, know-how, ideas, product pricing information, business methods, and/or any information disclosed by APC as a result of this Agreement , including, but not limited to, the Software; and (2) any other information, technical data, or know-how which is designated in writing to be confidential or proprietary or should reasonably be understood to be confidential or proprietary, or if given orally, is designated at the time of disclosure as being disclosed as confidential or proprietary or should reasonably be understood to be confidential or proprietary. Confidential Information does not include information which: (a) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of Licensee; (b) is rightfully obtained by Licensee from a third party without restriction as to disclosure; (c) is lawfully in the possession of Licensee at the time of disclosure and not otherwise subject to restriction on disclosure; or (d) is approved for release by written authorization of APC.
Cover Page	means the document described as such which is attached to these Terms and Conditions.
Documentation	means the documentation relating to the Software, including instruction manuals and user guides, in any format or media.



End-User	means a person that has purchased a SOM or a product in which a SOM has been installed.
IP	means any ideas, data, inventions, discoveries, developments, enhancements, works of authorship, programs, and technical, business and other information and any property rights protected under the patent, copyright, mask work rights, trade secret, trademark or other intellectual property or moral rights law of any state or national government including all rights under any registrations issued by any governmental authority with respect to the said ideas, data, inventions, discoveries, developments, enhancements, works of authorship, programs, and technical, business and other information, as well as all rights under any pending applications for registration and any applications for registration.
Licencee Product	has the meaning ascribed to it in Clause 1.4.
Open Source Software	means any software code that (i) contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware, or similar licensing or distribution models, and/or (ii) is subject to any agreement with terms requiring that such software code be (A) disclosed or distributed in source code or object code form, (B) licenced for the purpose of making derivative works, or (C) redistributable. Open Source Software includes, without limitation, software licenced or distributed under any of the following licences or distribution models, or licences or distribution models similar to any of the following: (a) GNU's General Public Licence (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic Licence (e.g. PERL); (c) the Mozilla Public Licence(s); (d) the Netscape Public Licence; (e) the Berkeley software design (BSD) licence including Free BSD or BSD-style licence; (f) the Sun Community Source Licence (SCSL); (g) an Open Source Foundation Licence (e.g. CDE and Motif UNIX user interfaces); (h) the Apache Server licence; (i) FreeRTOS (available at <a href="http://www.freertos.org/">http://www.freertos.org/</a> or such other website owned and/or maintained by FreeRTOS from time to time) and (j) any licences listed at <a href="http://www.opensource.org/licenses">www.opensource.org/licenses</a> .
Software	means the computer software and computer programs, including source code, object code and executable code that has been embedded, used or included in or with the SOM or that is otherwise made available by APC, including all associated Documentation and Updates.
Third Party Software	Software which is not APC proprietary software and is not Open Source Software, further details of which are set out in Clause 11.
Update	has the meaning ascribed to it in Clause 2.1.
APC	has the meaning ascribed to it on the Cover Page.

SOM	means the device purchased by Licencee from APC.
Excluded Licence	means any licence that requires as a condition of use, modification and/or distribution of software subject to the Excluded Licence, that such software (a) is combined and/or distributed with any Third Party Software, (b) is combined and/or distributed with any Open Source Software, or (c) is developed based upon any source or object code which is a part of the Linux kernel.
APC EULA	means APC's end-user licence agreement relating to the use of the Software by End-Users, the terms of which have been specified or approved by APC.
APC Software	Software which is solely developed by, and is proprietary to, APC that is neither Open Source Software nor Third Party Software.

- 12.2. Construction. In this Agreement, (a) the headings are only for convenience and do not affect the interpretation or construction of this Agreement; (b) words denoting gender include all other genders; (c) words denoting the singular include the plural and vice versa; (d) words denoting a person include bodies corporate, partnerships and governmental bodies and their respective heirs, successors and assigns; (e) a reference to a Clause or Schedule is a reference to the relevant clause or schedule of this Agreement; (f) a reference to "Singapore Dollar", "SGD", "S\$", "dollar, or "\$" is a reference to the lawful currency of Singapore; (g) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day; (h) if any time limit pursuant to the provisions of this Agreement falls on a day which is not a business day in Singapore, then that time limit is deemed to only expire on the next business day; and (i) the words "include", "includes" or "including" and any words to similar effect shall be deemed to be followed by the words "without limitation".