

This end user licence agreement (Licence) is a legal agreement between you (the Licensee or you) and simPRO (Licensor, us or we) for access to the SFG20 Service (as defined below) via simPRO software.

BESA Publications Limited incorporated and registered in England and Wales with company number 03034318 whose registered office is at Old Mansion House, Eamont Bridge, Penrith, Cumbria CA10 2BX (SFG20) is the legal and beneficial owner and licensor of the SFG20 library of standard maintenance specifications for building engineering services, together with technical updates, sector specific datasets, current legislative references and all associated intellectual property rights therein (including but not limited to, the functionality, composition and architecture thereof (which shall for the avoidance of doubt include core and other additional products currently in existence and yet to be developed within the library of specifications) (the SFG20 Service). SFG20 has appointed us as an SFG20 Dynamic Data Integrator, we have incorporated the SFG20 Service into our software to create a combined solution (the Combined Solution) and are entitled to grant you the rights to use the Combined Solution.

1. Priority

1.1. These Terms and Conditions apply to your access to the Combined Solution to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2. You shall not and shall ensure that your users shall not or shall not attempt to interfere with, damage or disrupt (intentionally or unintentionally, whether by denial of service attack, distributed denial of service attack, system overload, high usage or automated usage or otherwise howsoever) any part of the SFG20 Service or any equipment or network on which the SFG20 Service is stored.

1.3. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SFG20 Service and, in the event of any such unauthorised access or use, promptly notify us.

1.4. The rights provided under this clause are granted to you only, and shall not be considered granted to any of your affiliates.

2. Grant and scope of Licence, minor changes, updates and upgrades

2.1. In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Combined Solution under the terms of this Licence for the period set out in the applicable order until terminated in accordance with this Licence.

2.2. You may:

2.2.1. use the Combined Solution for your personal purposes only;

2.2.2. if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and us;

2.2.3. receive and use any free supplementary software code or update of the Combined Solution incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time (but see clause 2.3); and

2.2.4. use any documentation in support of the use permitted under clause 2.1.

2.3. We may update or require you to update the Combined Solution.

3. Restrictions

3.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake:

3.1.1. not to copy the Combined Solution, except where such copying is incidental to normal use of the Combined Solution or where it is necessary for the purpose of back-up or operational security;

3.1.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Combined Solution nor permit the Combined Solution or any part of it to be combined with, or become incorporated in, any other programs;

3.1.3. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Combined Solution nor attempt to do any such things;

3.1.4. to keep all copies of the Combined Solution secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Combined Solution;

3.1.5.to include our copyright notice on all entire and partial copies of the Combined Solution in any form;

3.1.6.not to provide, or otherwise make available, the Combined Solution in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and

3.1.7.to comply with all applicable technology control or export laws and regulations.

3.2. Where you have been provided with logins, passwords or keys to enable you to use the Combined Solution, you are responsible for keeping information secure and confidential.

4. Intellectual property rights

4.1. You acknowledge that:

4.1.1.all intellectual property rights in and to the SFG20 Service belong, and shall belong, to SFG20;

4.1.2.you shall have no rights in or to the SFG20 Service other than the right to use them in accordance with the express terms of this Agreement or any agreement you enter into directly with SFG20; and

4.1.3.you shall have no rights in respect of any trade names or trade marks used by SFG20 or us in relation to the SFG20 Service or their associated goodwill, and you acknowledge that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in SFG20.

5. Disclaimer of Warranties and Liability

5.1. You acknowledge that the Combined Solution is being provided 'as-is' and, to the maximum extent permitted by law, we disclaim all warranties relating to the Combined Solution, express or implied, including, but not limited to, any warranties against infringement of third-party rights, merchantability and fitness for a particular purpose. It is your responsibility to ensure that the facilities and functions of the Combined

Solution will meet your requirements and we do not guarantee that the operation of the Combined Solution will be uninterrupted or error-free; and

5.2. To the maximum extent permitted by law, neither Licensor nor SFG20 shall have any liability to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the Combined Solution or this Agreement.

6. Termination

6.1. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so.

6.2. Upon termination for any reason:

6.2.1.all rights granted to you under this Licence shall cease;

6.2.2.you must cease all activities authorised by this Licence; and

6.2.3.you must immediately delete or remove the Combined Solution from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Combined Solution then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. Communications between us

7.1. If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to general.counsel@simprogroup.com. We will confirm receipt of this by contacting you by email.

7.2. If we have to contact you or give you notice in writing, we will do so by email.

8. Other important terms

8.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8.2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

8.3. SFG20 shall be entitled to enforce clauses 4.1, 5.2, 8.3 and 8.4 of this Agreement.

8.4. Except as expressly provided in clause 8.3, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

8.5. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.6. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.7. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts.