

# Terms and Conditions for General Subscribers

These Terms and Conditions for General Subscribers (“**Terms and Conditions**”) are incorporated in full to the legally binding contract (“**Agreement**”) between (a) a counter-party to any Order Form or any User of Facilities-iQ or Legacy Platform (“**Subscriber**”); and (b) BESA Publications Limited, a company registered in England under number 03034318 whose registered office is Old Mansion House, Eamont Bridge, Penrith, United Kingdom CA10 2BX (“**SFG20**”) (each a “**Party**” and together the “**Parties**”).

## 1. Definitions

**Amounts Payable** means the fees and charges set out in the Order Form or a Statement of Work, and any amount otherwise payable by Subscriber to SFG20 pursuant to this Agreement.

**API Documentation** means the technical documentation promulgated by SFG20 from time to time for the implementation, use and maintenance of any API for accessing SFG20 Schedule content or Facilities-iQ functionality.

**API** means any software or process for the purpose of exchanging data between software systems and platforms.

**Asset** means an asset that appears as a line or row in a spreadsheet or a field from the Subscriber's API that captures information about that asset of the Subscriber.

**Confidential Information** means (a) for SFG20 the SFG20 Schedules, the Security Measures, all IPR in Facilities-iQ and any Legacy Platform, and the output of any AI Tool, and (b) for Subscriber any data created or stored within Facilities-iQ, and (c) anything marked confidential by either Party .

**Current Version** means the then current version of Facilities-iQ.

**Customer API Access** means access to SFG20 Schedule content or Facilities-iQ functionality via an API.

**Digital Partner API Access** means access to content from Facilities-iQ via an API implemented within a Third Party Platform.

**Effective Date** means the earlier of the (a) date the Order Form is signed by the Subscriber; or (b) first login by a User.

**External Links** means any link or reference by Facilities-iQ, SFG20 Schedule, or Related Information to third party hosted content.

**Facilities-iQ** means the digital publication platform made available by SFG20 for Users to access and/or interact with the SFG20 Schedules and Related Information; including any internet browser accessible website, any mobile application, any other software or system for accessing the SFG20 Schedules that is made available by SFG20 from time to time.

**Fair Use Policy** means SFG20's fair use policy available at <https://www.sfg20.co.uk/fair-use-policy> (as updated from time to time).

**Feedback** means comments, observations, and suggestions communicated by the Subscriber to SFG20 about the content of SFG20 Schedules; the user interface and experience of Facilities-iQ; the functionality of Facilities-iQ and any API for API Access; and insights gained from aggregate and/or anonymised data generated by or stored within Facilities-iQ.

**Good Industry Practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

**Group** means a Party's subsidiaries, ultimate holding company and its subsidiaries, as defined in Section 1159 of the Companies Act 2006.

**IPR** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, know-how, trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Legacy Version** means a previous version of Facilities-iQ.

**Licence Type** means a license type as particularised in Part A to Schedule 1.

**Maintenance Regime** means functionality within Facilities-iQ that enables the segmentation, structuring, and optimisation of SFG20 Schedules for the strategic management of a Subscriber's maintenance activities.

**Order Form** means an SFG20 issued order form, G-Cloud call-off agreement, or click-through website form for a subscription to access Facilities-iQ and view SFG20 Schedules.

**Permitted Information** means SFG20 Schedule information including introductory content, tasks, criticalities, timings and frequencies but no Confidential Information not covered by this definition, personal data, or content hyperlinked from any references linked in a SFG20 Schedule.

**Related Information** means any information or content provided or created via Facilities-iQ other than SFG20 Schedules.

**Run** means to process an Asset through SFG20 Mobiliser in any of the following circumstances (i) during which SFG20 Mobiliser obtains new or additional information held about that Asset, (ii) that has not been pushed through SFG20 Mobiliser before; or (iii) is as a result of a User triggering a refresh of Asset mappings via SFG20 Mobiliser.

**Schedule Bundle** means a collection of SFG20 Schedules as particularised in Part C to Schedule 1.

**Security Measures** means the security measures implemented by SFG20 for the Subscriber to access and use Facilities-iQ at various account levels including Smart Words, login credentials, email addresses registered to user accounts, two factor authentication, encryption keys for API Access, and/or any protocols or processes for API Access.

**Services** means the professional services listed in a written and signed Statement of Work between SFG20 and the Subscriber.

**SFG20 Marks** means logos, business names, trademarks and other proprietary marks displayed on Facilities-iQ or SFG20 Schedules.

**SFG20 Mobiliser** means the AI assisted software module developed by SFG20 to aid Subscribers in the identification of the appropriate SFG20 Schedule (s) to be applied to each of their assets.

**SFG20 Schedule** means the proprietary standard maintenance specifications for building engineering services, together with technical updates and current legislative references, produced and maintained by SFG20.

**Smart Words** means the content sharing and access system identified as "Smart Words" or "SFG20 Smart Words" used within Facilities-iQ.

**Statement of Work** means a statement of work for the provision of Services or Training agreed in writing between SFG20 and the Subscriber from time to time.

**Subscription Level** means each subscription level as particularised in Part B to Schedule 1.

**T&C Page** means <https://www.sfg20.co.uk/t-c-s-for-general-subscribers>.

**Territory** means the geographic territory listed on the Order Form of a Subscriber.

**Third Party Platform** means a named third party platform licensed by SFG20 to integrate API Access within the platform, including computer aided facilities management platforms.

**Usage Information** means data and information including statistical, performance information and other insights, related to the provision, operation, and a Subscriber's use of the Facilities-iQ which is generated by SFG20 using monitoring, session replay, and recording tools, and generally compiled in an aggregated and de-identified manner that is unable to be reidentified.

**User** means a natural person in the capacity of employee or sub-contractor of the Subscriber, engaged in performing the internal business functions of the Subscriber.

**User Type** means each type of User as set out in Part A to Schedule 1.

**Virus** means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

**Working Day** means any day other than a Saturday or Sunday on which banks are open for trading in England.

2. **Subscription Access.** SFG20 grants to Subscriber a non-exclusive, non-transferable right for the number of Users of each User Type specified in the Order Form; at the Subscription Level to access and use Facilities-iQ and SFG20 Schedules as specified in the Order Form and/or made available via Facilities-iQ for the applicable Subscription Level; for the internal physical asset management of the Subscriber only; in the Territory; and for the term of this Agreement only. The Subscriber shall not have any right or license to share, print, export store or access SFG20 Schedules or Related Information other than within Facilities-iQ, or as expressly permitted by SFG20. Each User shall have the corresponding permissions for the User Type as set out in Part A to Schedule 1. The Subscriber will not allow or suffer any User account to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use Facilities-iQ or the SFG20 Schedules.
3. **Contractor License.** Where the Order Form is a click-through web-form for a “**Contractor License**” then (a) the Subscriber shall have the right to access and view only those SFG20 Schedules shared with Subscriber by another Subscriber, as a User with the “Collaborate” User Type, and for the duration set out in the Order Form; (b) if by the Order Form the Subscriber includes automatic renewal then this Agreement shall automatically renew on a monthly or annual basis (as specified in the Order Form); (c) the Initial Term shall be the period specified on the Order Form (eg three days, one month, or one year), and the Renewal Period shall only apply if automatic renewals were selected by the Subscriber on the Order Form in which case each Renewal Period shall be the period selected by the Subscriber on the Order Form (eg one month or one year); (d) the Subscriber may terminate this Agreement with effect as of the end of the then current term by giving notice to SFG20 by email to [info@sfg20.co.uk](mailto:info@sfg20.co.uk) (e) SFG20 may terminate this Agreement with effect as of the end of the then current term by giving the Subscriber notice to the email address registered for the Subscriber's account on Facilities-iQ; and (f) the Subscriber shall pay the Amounts Payable set out in the Order Form in advance and on the recurring basis specified in the Order Form, and SFG20 shall have the right to charge the Amounts Payable to the payment method provided by the Subscriber.
4. **AI Licence.** If the Subscriber purchases an AI Licence then SFG20 grants the Subscriber a non-exclusive, non-transferable, revocable licence to use Permitted Information solely for the purpose of generating outputs through a third-party machine learning or large language model (“**AI Tool**”) for the internal physical asset management of the Subscriber only. The Subscriber shall: (a) comply with all applicable laws in connection with its use of any AI Tool; (b) ensure that the Permitted Information is not: (i) used to train, fine-tune, develop, test, or improve any AI Tool; and/or (ii) retained or used by any AI Tool for commercial use; (c) prevent the content from being stored by the AI Tool beyond the period required to generate the requested output; and (d) comply with all applicable data-security and confidentiality obligations. Nothing in this clause transfers or assigns any intellectual property rights belonging to SFG20 and all such rights are expressly reserved. Upon termination of this Agreement the Subscriber must immediately cease all use of Permitted Information in any AI Tools and must delete, or procure the deletion of, all copies, uploads, cached data, prompts, or other materials derived from or incorporating Permitted Information from any AI Tools or related systems. The Subscriber must provide written certification of such deletion upon request.
5. **Customer API Access.** Where the Order Form provides for Customer API Access then SFG20 shall provide and maintain an API for the Subscriber to access content from Facilities-iQ as set out in corresponding API Documentation. Subscriber warrants that it shall: (a) use Customer API Access only within its own internal systems and not for the benefit of any third party; (b) comply with the Security Measures and not allow any third or unauthorised party to view, use or copy the Security Measures; and (c) comply with any applicable API Documentation.
6. **Digital Partner API Access.** Where the Order Form provides for Digital Partner API Access then SFG20 shall make available and maintain an API for the operator of the Third Party Platform to implement therein. SFG20 shall have no liability to Subscriber arising out of or in connection with the Third Party Platform or Digital Partner API Access save as expressly set out in this Agreement. SFG20 and the Subscriber recognise that the Subscriber shall control what (if any) data of the Subscriber and specified in the API Documentation may be transmitted to SFG20 (the “**Data**”). Where the Subscriber wishes to transmit the Data then the Subscriber shall take all actions necessary to authorise the operator of the Third Party Platform to transmit the data to SFG20. The Subscriber agrees that certain features of Facilities-iQ may require the Data specified in the API Documentation to function and that SFG20 shall not be required to provide this functionality when Data is not authorised for transmission to SFG20 or is not transmitted to SFG20. SFG20 shall, upon written request of a Third Party Platform, be permitted to disclose details of the Subscriber's subscription (or not) to that Third Party Platform for the purposes of confirming the Subscriber's ability to access Facilities-iQ, SFG20 Schedules and Related Information.
7. **Restrictions.** Subscriber shall not, and shall not permit others to: (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content, software, products or services obtained from Facilities-iQ, SFG20 Schedules, Related Information or SFG20 Marks other than as expressly licensed in this Agreement; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive source code from Facilities-iQ; (c) upload or use any SFG20 Schedule or Related Information in any artificial intelligence technologies such as large language models and generative AI (eg, ChatGPT, Bing, Google Bard, and Harvey); (d) use Facilities-iQ, SFG20 Schedules, Related

Information or SFG20 Marks in any manner that infringes the IPR of SFG20 or violates any applicable law or regulation; (e) remove any proprietary notices or labels on Facilities-iQ, SFG20 Schedules or Related Information; or (f) access any SFG20 Schedule or Related Information by automated means (or any means other than by manually conducted search and retrieval activity by a User who is a natural person) without explicit authorisation for API Access. Subscriber shall not use the Facilities-iQ, any Legacy Platform, or SFG20 Mobiliser to: (a) distribute or transmit to SFG20 any Virus or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission; (b) store, access, publish, disseminate, distribute or transmit any material which: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property.

8. **SmartSearchAI.** Subscriber acknowledges that the SmartSearchAI feature is intended for assistance only and that accuracy and completeness are not guaranteed. Results produced should not be used for critical decisions and the Subscriber should independently verify information before taking any action or placing any reliance on same.
9. **SFG20 Mobiliser.** If access to SFG20 Mobiliser is stated on an Order Form, a Subscriber may Run Assets in SFG20 Mobiliser up to the maximum number of Runs stated on the Order Form. Any usage shall be conditional on the Subscriber's compliance with the Fair Use Policy and the Subscriber may only Run Assets in SFG20 Mobiliser that belong to the Subscriber or are directly related to its operations. Any additional Runs by the Subscriber shall be payable at the rate charged by SFG20 at the time for the band pricing applied to the relevant number of additional Runs performed by the Subscriber.
10. **Functional Dependencies.** The code "0U" used in variable fields on an SFG20 schedule means the field requires completion by the Subscriber, and does not indicate a Nil value for the field. Subscriber acknowledges that some Facilities-iQ functionality requires prior completion of 0U coded variable fields.
11. **IPR Ownership.** Facilities-iQ, SFG20 Schedules, SFG20 Mobiliser, SFG20 Marks, Usage Information, Related Information, and all IPR therein are and shall remain the property of SFG20 or its licensors. If the Subscriber makes use of SFG20 Schedules and/or Related Information in excess of the number of express licenses set out in this Agreement then Subscriber shall pay to SFG20 immediately upon demand liquidated damages equal to the default twelve month rate for the minimum standard pricing packing that would have permitted such use. The Subscriber hereby assigns all intellectual property rights in the Feedback and Usage Information to SFG20. SFG20 grants the Subscriber, upon full payment of the Amounts Payable, during the Initial Term and any Renewal Period, a personal, nontransferable, nonexclusive, non-sublicensable, limited license, to use IPR associated with delivery of the Services solely for Subscriber's own internal business needs.
12. **Payments.** The Subscriber shall pay the Amounts Payable to SFG20: (a) in pounds sterling (£); (b) by direct debit, recurrent charge, or electronic funds transfer to the payment account specified by SFG20; and (c) monthly or annually in advance (as specified on the Order Form) within 30 days of the invoice date. Any fees and charges stated by SFG20 are exclusive of VAT and all other taxes which shall be payable by the Subscriber at the rate and in the manner prescribed by law. In the event of overdue payment, interest shall accrue on Amounts Payable at the rate of 8% plus the current Bank of England base rate. The Subscriber agrees to reimburse SFG20 for all reasonable costs incurred in the collection of overdue Amounts Payable by the Subscriber which shall be added to any existing Amount Payable plus VAT.
13. **Fee changes.** For any Agreement dated on or after 14 February 2025, SFG20 shall be entitled to increase the fees and charges applicable to the Subscriber at any time during the Initial Term by giving notice to the Subscriber provided that (i) the increase shall be based on the percentage change in the Retail Price Index (RPI) as published by the Office for National Statistics (ONS) at that time, (ii) SFG20 must give no less than four weeks prior notice, and (iii) an increase does not occur more than once every 12 months.
14. **Subscriber Register.** SFG20 shall have the right to include the Subscriber and its logo in a public list or register of current subscribers during the term of this Agreement.
15. **Legacy Version Access.** The Parties may agree that an Order Form relates to a Legacy Version which may not have the same functionality and/or support as the Current Version. The Subscriber acknowledges that the Legacy Version may not have the same licensing structure, term or pricing as the Current Version; and that moving from the Legacy Version to the Current Version may require additional support including for configurations and data transfers. The Parties agree to renegotiate the Order Form in good faith if the Subscriber later requests to change from the Legacy Version to the Current Version.
16. **Minimum System Requirements.** Subscriber must ensure that its devices, including computers, smartphones, or tablets, meet the minimum system requirements specified by SFG20 from time to time for accessing the then current version of Facilities-iQ, any documents exported by Facilities-iQ or otherwise provided by SFG20 to Subscriber. Subscriber acknowledges that non-compliance with this clause may hinder or prevent the use of Facilities-iQ and/or the SFG20 Schedules.

17. **Cookie Policy.** Subscriber acknowledges that SFG20 uses cookies to facilitate the functioning of Facilities-iQ, as set out in the Cookie Policy available at <https://www.sfg20.co.uk/cookie-policy>.
18. **Privacy Notice.** Subscriber acknowledges that SFG20 processes the personal data of Subscriber and/or Users in connection with the use of Facilities-iQ and as set out in the Privacy Notice available at <https://www.sfg20.co.uk/privacy-policy>.
19. **Third Party Communications.** Certain functions of Facilities-iQ enable the Subscriber to send communications to third party recipients including by email. Subscriber is responsible for ensuring there is a lawful basis for any such communications. Subscriber indemnifies, holds harmless and shall defend SFG20 in respect of any third party claim for breach of applicable electronic communication and data protection legislation and regulations, including the General Data Protection Regulation 2016/679 (EU), Privacy and Electronic Communications Directive 2002/58 (EU), Data Protection Act 2018 (UK), and Privacy and Electronic Communications (EC Directive) Regulations 2003 (UK), arising out of or in connection with the use of any Facilities-iQ function by which the Subscriber sends a communication to a third party recipient.
20. **External Links.** External Links may be provided for convenience only, and on an “as is” and “as available” basis. SFG20 makes no representation or warranty as to the availability or correctness of External Links and shall have no liability for any claim arising out of or in connection with an External Link.
21. **Subscriber Data Inputs.** Subscriber may input data to Facilities-iQ to generate custom content. Subscriber is solely responsible for the accuracy and completeness of any data input by Subscriber to Facilities-iQ. By inputting data to Facilities-iQ the Subscriber grants to SFG20: (a) an unrestricted license to use such data to perform the functions of Facilities-iQ and generate Related Material for the Subscriber; and (b) a perpetual, worldwide, unrestricted and irrevocable license to use derivatives of such data to improve the SFG20 Schedules and/or Facilities-iQ.
22. **Security Measures.** SFG20 may issue, and Subscriber agrees to use, Security Measures for access and use of Facilities-iQ. Subscriber shall be responsible for keeping any Security Measures secure and confidential to prevent access to Facilities-iQ by unauthorised persons. The Subscriber shall notify SFG20 promptly in the event that the security and confidentiality of Security Measures is or is suspected to be compromised. SFG20 may reissue or reset Security Measures at its discretion. The Subscriber shall cooperate with SFG20 in any investigation or response to a breach of security and comply with reasonable or instructions deemed necessary by SFG20 to maintain the security of Facilities-iQ.
23. **Professional Services.** Where Services are agreed to be provided between SFG20 and the Subscriber in a Statement of Work, such services shall be provided in accordance with the Professional Services Terms available at <https://www.sfg20.co.uk/professional-service-terms> (as updated from time to time). The Subscriber’s purchase or use of Services constitutes acceptance of those terms.
24. **Third Party Services.** SFG20 shall not be liable for the performance, availability, or suitability of any third-party software, platforms, or services, recommended or integrated as part of the Services. The Subscriber is solely responsible for obtaining, maintaining, and complying with all necessary licenses, subscriptions, and usage rights for any third-party software utilised in connection with the Services. SFG20 shall not be liable for limitations, incompatibilities, or failures arising from the integration with third-party software nor be responsible for any changes, updates, or discontinuation of third-party software that may impact the services or deliverables.
25. **Training.** Where agreed between SFG20 and the Subscriber, SFG20 shall use reasonable endeavours to provide the Subscriber training and guidance on the use of Facilities-iQ (and where applicable SFG20 Mobiliser) listed in a Statement of Work between SFG20 and the Subscriber (“**Training**”). Notwithstanding the foregoing, the Subscriber acknowledges that any Training provided shall be provided: (i) at SFG20’s discretion and subject to the availability of SFG20’s personnel; (ii) at SFG20’s standard charges for Training in force from time to time; and (iii) virtually or such location as the parties may agree in writing. If Training is not utilised by the Subscriber within 12 months of purchase then this shall be considered forfeit.
26. **Smart Words.** Facilities-iQ uses Smart Words to enable Subscribers to share SFG20 Schedules and Related Information in accordance with the express licenses set out in this Agreement. Subscriber warrants that it shall not share or publish Smart Words in breach of this Agreement.
27. **Assignment and Succession.** SFG20 shall have the right to assign, transfer, or delegate any or all of its rights and obligations under this agreement to any entity within its Group without notice to or requiring the prior consent of the Subscriber. A Subscriber may not assign or transfer any or all of its rights and obligations under this Agreement to any other person without the prior written consent of SFG20. Any purported assignment or transfer by either Party in breach of this clause shall be deemed null and void. This Agreement shall be binding upon the Parties and their respective successors and assigns.
28. **Confidentiality.** Each Party warrants that it shall keep all Confidential Information of the other Party strictly confidential including: by taking all reasonable organisational and technical precautions necessary to protect confidentiality of Confidential information; not disclose any Confidential Information to any third party except as expressly permitted by this Agreement; and upon termination or expiration of this Agreement cease using

the Confidential Information and certify the destruction and/or deletion of any copies of the Confidential Information in the Subscriber's possession or control.

29. **Continuous Improvement.** SFG20 is committed to the continuous improvement of its content and services and the Subscriber consents to SFG20 generating the Usage Information for improvement and other purposes. From time to time SFG20 may add, modify, remove or recombine: (a) the functionality, features or user interface of Facilities-iQ; (b) the structure and content of SFG20 Schedules and Related Information; and (c) these Terms and Conditions (including the Subscription Levels and Schedule Bundles) in the event of which the new version of these Terms and Conditions shall be effective as a variation to the Agreement on the date it is posted to the T&C Page. SFG20 may, but is not required to, notify the Subscriber of any significant changes to Facilities-iQ, SFG20 Schedules, and these Terms and Conditions including by email notification or announcements within Facilities-iQ itself. It is the responsibility of the Subscriber to stay informed about changes to Facilities-iQ, SFG20 Schedules, and these Terms and Conditions.
30. **Outages and Unavailability.** SFG20 shall have the right to temporarily suspend the availability of Facilities-iQ, SFG20 Mobiliser, any Legacy Version, and/or any API in whole or in part at any time, out of an abundance of caution, and without notice (a) to carry out routine, scheduled or essential maintenance; (b) to prevent or respond to hacking attempts, service attacks or other similar activities, or to deal with any other emergency technical issue; or (c) if SFG20 has reason to believe the Security Measures or other technical safeguards are being misused or as otherwise necessary to prevent or mitigate a data or information security breach. Suspension pursuant to this clause shall not give rise to any liability on behalf of SFG20 or relieve Subscriber from the obligation to pay any Amounts Payable. Suspension pursuant to this clause shall cease as soon as reasonably practicable following resolution of the circumstances giving rise to the suspension.
31. **Disclaimer.** Facilities-iQ, Services, SFG20 Mobiliser, and SFG20 Schedules are provided on an "as is" and "as available" basis. SFG20 disclaims all warranties, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement, and SFG20 shall not be liable for delays or failures caused by events beyond its reasonable control, including but not limited to natural disasters, internet outages, or third-party service disruptions. SFG20 Mobiliser, SFG20 Schedules, and Related Information are for general informational purposes only and do not constitute professional advice. SFG20 shall not be responsible for the accuracy or reliability of any SFG20 Mobiliser, SFG20 Schedules, or Related Information. Subscriber is responsible to independently verify SFG20 Mobiliser, SFG20 Schedules or Related Information and make its own decisions based on their own judgment, research and professional advice as deemed necessary and as applicable to the Subscribers circumstances.
32. **Entire Agreement.** This Agreement constitutes the entire agreement between Subscriber and SFG20 with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties. Unless expressly stated, this Agreement shall prevail over any conflicting terms and conditions, purchase order, or other written instrument submitted by the Subscriber and any such instrument shall not form part of the relationship between SFG20 and the Subscriber.
33. **Audit.** The Subscriber shall maintain accurate and complete records of its usage of Facilities-iQ, any Legacy Version, the SFG20 Schedules, and usage of Permitted Information within any AI Tool. Within ten Working Days of being requested to do so by SFG20, the Subscriber shall provide SFG20 with copies of its records for the purpose of verifying that the Subscriber's use and access of Facilities-iQ, any Legacy Version, the SFG20 Schedules, and usage of Permitted Information within any AI Tool is in accordance with this Agreement. To the extent necessary to verify that its use of Facilities-iQ, any Legacy Version, the SFG20 Schedules, and usage of Permitted Information within any AI Tool is in accordance with this Agreement, the Subscriber shall allow SFG20 (and any authorised representatives of SFG20) access to its premises, or (at SFG20's election) remote access to its systems, so that SFG20 may inspect and audit (and take copies of) the relevant records of the Subscriber. Unless otherwise agreed in writing, the inspections and audits shall be undertaken not more than once in any calendar year during the term of this Agreement. The Subscriber shall, at its own cost, provide all reasonable assistance and cooperation to SFG20 in conducting any inspection or audit undertaken under this clause and shall pay SFG20's costs of the audit should it reveal inappropriate licence use by the Subscriber. SFG20 shall comply with all reasonable directions of the Subscriber in order to minimise disruption to the Subscriber's business and to safeguard the confidentiality of the Subscriber's Confidential Information. The provisions of this clause shall survive termination or expiry of this Agreement for a period of 12 months.
34. **Execution.** The Agreement is formed by the Subscriber signing the Order Form and returning the signed copy to SFG20 or by a User clicking accept when accessing Facilities-iQ or a Legacy Version. The Parties consent to the requirement for signature being met by electronic signatures including by application of digitised signature, digital pen, typed signature, DocuSign, or similar methods, and such electronic signatures shall be sufficient to bind the Parties to this Agreement.
35. **Governing Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws applicable in England. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

36. **Interpretation.** In this Agreement: (a) words denoting the singular shall include the plural and words denoting the plural shall include the singular; (b) headings are for convenience only and do not affect the interpretation of this Agreement; (c) the word “including” and similar expressions will not be construed as words of limitation and shall be read as “including, but not limited to”; (d) reference to any statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and any subsidiary legislation and/or subordinate instrument made under it; (e) reference to any person includes natural persons, companies, partnerships, associations, governments, organisations, states, government or state agencies, foundations, charities and trusts; (f) reference to any company shall include any company, corporation or other body corporate, wherever and however incorporated or established; and (g) reference to any Party includes a reference to that Party’s successors in title, permitted assignees and transferees (if any).
37. **Limitation of Liability.** Nothing in this Agreement shall limit or exclude SFG20’s liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation. Subject to the foregoing, SFG20 shall not be liable to Subscriber for any direct, indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with this Agreement or the use of Facilities-iQ and/or SFG20 Schedules even if SFG20 has been advised of the possibility of such damages. In all other cases, SFG20’s total liability to Subscriber for any and all claims arising out of or in connection with this Agreement or the use of Facilities-iQ and/or SFG20 Schedules shall not exceed the amount of monthly recurring fees paid to SFG20 by Subscriber in the billing month in which the cause of action arose.
38. **Notices.** Any notice given in connection with this Agreement shall be in writing (a) for SFG20 to [legal@sfg20.co.uk](mailto:legal@sfg20.co.uk), and (b) for the Subscriber to the email address of the primary user specified on the Order Form, unless emails to such address are undeliverable in which case notice shall be to the recipients registered office. Notices shall be deemed to have been delivered: (a) immediately if delivered in person before 5.00pm on a Working Day, otherwise on the next Working Day; (b) the Working Day after dispatch if sent by overnight courier; (c) two Working Days after posting if sent by prepaid registered post; or (d) immediately upon transmission if sent by email before 5.00pm on a Working Day otherwise on the next Working Day, provided the sender does not receive an automated message to the effect that the email could not be delivered.
39. **Order of Precedence.** In the event of any conflict between these Terms and Conditions, a Statement of Work, and the Order Form, the Order Form, followed by a Statement of Work (if applicable), followed by these Terms and Conditions shall take priority.
40. **Rules of Construction.** No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.
41. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect to the maximum extent permitted by law.
42. **Suspension.** SFG20 shall have the right to suspend all or part of the Subscriber’s access to Facilities-iQ, API Access, and/or any license to use the SFG20 Schedules and/or Related Information if the Subscriber is in material breach of this Agreement, including if any Amount Payable remains unpaid more than 30 days beyond the date it is payable, by giving written notice to the Subscriber. Suspension pursuant to this clause shall not affect the Subscriber’s liability to pay Amount Payable in respect of the period of Suspension.
43. **Term and Renewals.** The Agreement shall take effect as of the Effective Date and shall continue for the term specified on the Order Form, or if no term is so specified then a term of one year (“**Initial Term**”). This Agreement shall automatically renew at the end of the then current term (a) for additional periods of one year; and (b) with Amounts Payable automatically revised and determined by the then current standard fees and charges applied by SFG20 to subscribers of the same category as the Subscriber; until terminated by either Party (“**Renewal Period**”). Fees and charges set out in the Order Form apply during the Initial Term only. The fees and charges payable by the Subscriber during each Renewal Period shall be at the default twelve-month (or one year) rate set by SFG20 for each service specified on the Order Form (or if the services have changed since the Order Form was signed then substantially the same service as specified on the Order Form).
44. **Termination.** This Agreement may be terminated by either party giving three months written notice prior to expiry of the Initial Term or then current Renewal Period (such notice not to expire prior to end of the Initial Term or Renewal Period (as the case may be)). This Agreement shall immediately terminate without notice, if the Subscriber is subject to a notice, resolution, order, or other equivalent event for winding up, bankruptcy, appointment of an administrator, or other equivalent effect. SFG20 may terminate this Agreement immediately upon written notice if the Subscriber: (a) commits an irremediable material breach of this Agreement; (b) commits a material breach of this Agreement and fails to remedy that breach within 10 Working Days’ of being given written notice to do so; or (c) repeatedly breaches a term or the terms of this Agreement, and such breaches continue after being given written notice of the occurrence of such breaches.
45. **Variation and Waiver.** No variation, modification or waiver of any provision in this Agreement nor consent to any departure by any Party from any such provision, shall be effective unless in writing. A failure or delay

by any Party to enforce any right or remedy available under this Agreement shall not constitute a waiver of such right or remedy or a waiver of other right or remedy. If any Party waives any specific obligation or liability under this Agreement, such waiver will not extend to any other obligations or liabilities under this Agreement.

Last Updated: January 2026

## Schedule 1

### A User Type Permissions

| User Type   | Permissions                                                                                                                                                                                                                                                                                                                                               |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Create      | Read access to SFG20 Schedules within applicable Schedule Bundles; create and share maintenance regimes; create custom and tailor schedules according to the applicable subscription level; share SFG20 Schedules, maintenance regimes, custom and tailor schedules with Collaborate and View type Users. This user type must be a single natural person. |
| Collaborate | Read access to SFG20 Schedules, maintenance regimes, custom and tailor schedules shared by a Create type User (including from other Subscribers). This user type must be a single natural person.                                                                                                                                                         |
| View        | Read only access to SFG20 Schedules, maintenance regimes, custom and tailor schedules shared by a Create type User.                                                                                                                                                                                                                                       |

### B Subscription Level Inclusions

| Inclusions                                                                                                                                                      | Subscription Levels |                                           |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------------|-------------------------------------------------------------|
|                                                                                                                                                                 | Foundation          | Advanced                                  | Professional                                                |
| Facilities-iQ website portal access                                                                                                                             | Y                   | Y                                         | Y                                                           |
| Access to licensed SFG20 content inc. SFG Schedule information, industry code mappings, versioning, history of changes, and references to legislation and ACOPs | Y                   | Y                                         | Y                                                           |
| Tailor SFG20 Schedules                                                                                                                                          | Y                   | Y                                         | Y                                                           |
| Notification of SFG20 Schedule updates (with version comparison)                                                                                                | Y                   | Y                                         | Y                                                           |
| Download SFG20 Schedules in PDF                                                                                                                                 | Y                   | Y                                         | Y                                                           |
| Control and approve application of SFG20 Schedule updates to Subscriber's instance                                                                              | Y                   | Y                                         | Y                                                           |
| Subscriber ability to define and structure SFG20 maintenance management strategy within Facilities-iQ                                                           | X                   | Y                                         | Y                                                           |
| Summary output of Maintenance Regime content in MS Excel                                                                                                        | X                   | Y                                         | Y                                                           |
| API transfer of Maintenance Regimes to CAFM, CMMS, IWMS, EAM and ERP systems                                                                                    | X                   | Y                                         | Y                                                           |
| Customisation of SFG20 Schedules by Subscriber                                                                                                                  | X                   | X                                         | Y                                                           |
| Author and maintain organisation-specific maintenance schedules                                                                                                 | X                   | X                                         | Y                                                           |
| Access to SmartSearchAI                                                                                                                                         | X                   | X                                         | Y                                                           |
| Maintenance Regime output in PDF                                                                                                                                | X                   | Professional Services (additional charge) | Professional Services (additional charge)                   |
| Automated AI mapping of SFG20 Schedules to asset data                                                                                                           | X                   | Professional Services (additional charge) | Professional Services / SFG20 Mobiliser (additional charge) |

Tailor schedules are modifications to existing SFG20 Schedules. Basic tailoring includes completion of “OU” coded fields and modifying other basic variables for the SFG20 Schedule. Advanced tailoring includes basic tailoring and modifications to other variables for the SFG20 Schedule. Custom schedules are the creation of a new bespoke schedule within Facilities-iQ and may include using a pre-existing SFG20 Schedule as a template.

### C Schedule Bundle Inclusions

| Schedule Bundle                   | Inclusions                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access Equipment and Lifts        | Personal fall protection equipment; suspended access systems (an external lift, aka window cleaning platform); passenger, goods and stair lifts, including portable ramps for wheelchair access; firefighter and evacuation functionality of lifts; escalators and moving walks.                                          |
| Building Fabric                   | Internal and external structural components of a building; including walls, floors, ceiling and their finishes; gates, barriers and fences; roofs, windows, roof lights, doors and associated mechanisms; drainage, guttering and balancing ponds; excluding mechanical systems, electrical systems, plant and equipment. |
| Catering                          | Commercial kitchens (ie large kitchens installed in restaurants, etc); limited domestic-sized kitchen equipment such as coffee machines and water coolers, which may be found in an office building.                                                                                                                      |
| HTM Aligned                       | Schedules aligned to the guidance set out in the NHS Technical Health Memoranda, recommended for healthcare settings.                                                                                                                                                                                                     |
| Laboratory Equipment              | Lab glass washers, drying ovens and gas systems.                                                                                                                                                                                                                                                                          |
| Management Tasks                  | Audits and checks, such as energy performance certificates (EPCs), fire risk assessments and management audits.                                                                                                                                                                                                           |
| Mechanical Handling Equipment     | Plant and equipment used to move large loads in industrial buildings (ie warehouses and factories), including mobile platforms, vehicle lifts, conveyor belts and pickers.                                                                                                                                                |
| Operational                       | Checks that aren't considered maintenance but are part of the overall facilities management regime, such as meter readings, fire evacuation drills and water risk assessments.                                                                                                                                            |
| Security and Surveillance Systems | Security and surveillance of the premises, including the controls and equipment that allow access to and from the building or perimeter, such as door access control, intruder alarms, infrared alarms, closed-circuit television systems (CCTV) and video surveillance systems (VSS).                                    |
| Mothballing and Reactivation      | Tasks to be carried out to allow for the safe shutdown and subsequent reactivation of most main systems, such as electrical, lighting, heating, ventilation systems and water services.                                                                                                                                   |
| Workshop Equipment                | Typical equipment found in commercial workshops and tooling stations, such as planers, welders and bench saws.                                                                                                                                                                                                            |
| Residential Set                   | Property maintenance standards for residential structures.                                                                                                                                                                                                                                                                |