

OpenAsbestos Service and Data Licence Agreement

This **Service and Data Licence Agreement** (the “Agreement”) is between **OpenAsbestos** (“Provider”, “we”, “us”) and you, the subscriber or user (“User”, “you”). By using the OpenAsbestos service or API, you agree to be bound by this Agreement.

1. Definitions

- **Service** means the software, API, web interface, infrastructure, operations, and support provided by OpenAsbestos for data exchange of asbestos-related information.
- **User Data** means the data, documents, or information that you transmit via the Service (whether input, transformed, stored, or exchanged).
- **Metadata** means usage metadata, logs, headers, timestamps, and other operational data generated by users’ use of the Service (but excluding substantive User Data).
- **Term** means the duration during which this Agreement is in force, starting on the date you first access the Service under this Agreement.
- **Endpoint** means endpoints to which you may push or from which you may pull data via API.
- **Service Level Commitment / SLA** means the service availability and support commitment (see Section 6).
- **Confidential Information** means non-public information about the other party’s business, technology, or operations, disclosed in connection with this Agreement.
- **Force Majeure** means events beyond a party’s reasonable control (e.g., acts of God, fire, flood, war, governmental action, etc.).

2. License Grant & Use Rights

2.1 Access License

Subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable, revocable right to access and use the Service (including APIs) during the Term, for your internal business purposes.

2.2 Data Exchange / Use License

When you transmit User Data via the Service:

- You retain full ownership of your User Data.
- You grant us a limited license to process, route, transform, cache, or replicate your User Data as necessary to provide the Service.

- You may (unless otherwise restricted) access, manipulate, aggregate, and analyse User Data that you have submitted or have rights to, subject to this Agreement.
- You may also combine or integrate your User Data with other data, and export or redistribute results, subject to any third-party rights that may limit such use.

2.3 Restrictions

You must not:

- Reverse engineer, decrypt, decompile or disassemble the Service, except where permitted by law.
- Use the Service in violation of applicable laws or regulations (e.g. data protection, export control).
- Interfere with or disrupt the Service (e.g. DDoS, malicious injection).
- Use the Service in a manner that compromises security or privacy of others.
- Share credentials or allow unauthorized access.
- Grant sublicenses unless agreed in writing.

3. Data Handling, Storage & Privacy

3.1 No Storage of User Data (if applicable)

Unless otherwise agreed in writing, we do **not** permanently store your User Data. We may temporarily cache or buffer data during processing, but such transient data will be deleted within a short timeframe. You warrant and represent that any data you send is lawful and that you have rights to submit it.

3.2 Metadata & Logs

We will collect Metadata, system logs, and usage statistics to run, monitor, manage, and improve the Service. We will treat this data as our internal data, but will not use it to reconstruct or expose your original User Data.

3.3 Privacy / Personal Data

If any User Data includes personal data (as defined under data protection laws, e.g. UK GDPR), you are responsible for ensuring compliance (lawful basis, consent, rights of data subjects). For any personal data processed through the Service, the User is the data controller and OpenAsbestos acts as the data processor (as defined under UK GDPR). Each party shall comply with its respective obligations under applicable data protection laws.

3.4 Security Measures

We will implement commercially reasonable technical and organizational security measures (e.g. encryption in transit [TLS], encryption at rest (if any), secure credential storage) to protect the Service and Metadata. We will use best practices around patching, access controls, vulnerability handling, and incident response.

3.5 Breach Notification

In the event of a data security incident that affects your Metadata or any of our systems, we will notify you promptly and cooperate to remediate.

4. Service Levels, Availability & Maintenance

4.1 Service Level Commitment (SLA)

We commit to a target availability of **99.995%** (or alternate agreed figure) in any calendar month, excluding scheduled maintenance and force majeure. We will publish maintenance windows in advance (e.g. 48h notice), and such windows do not count as downtime.

4.2 Support & Incident Response

We will provide support via email (or via ticketing) during business hours (or 24/7 if agreed). Severity levels and target response times:

Severity	Description	Target Response Time
High	Service unusable, major impact	within 2 hours
Medium	Important, affecting one or two users	within 4 hours
Low	Minor issues	within 8 hours

4.3 Uptime Remedies

If downtime exceeds the SLA (excluding maintenance), you may be eligible for remedies defined here, to be the exclusive remedy for such failure.

4.4 Scheduled Maintenance & Updates

We may occasionally take the Service offline for maintenance or upgrades; we will provide advance notice (e.g. 48h). We will endeavour to perform such maintenance during off-peak hours.

5. Term & Termination

5.1 Term and Renewal

This Agreement is effective as of your first use and continues until terminated. The subscription term (if any) automatically renews unless either party gives notice.

5.2 Termination / Suspension

We may suspend or terminate your access if:

- You breach a material term (and fail to remedy within a notice period).
- You engage in misuse or malicious behaviour.
- You become insolvent or undergo bankruptcy.

Upon termination, we will (a) disable your access, and (b) either delete or return your User Data (or portions thereof), as you request, within a defined timeframe (30 days). After such time, we may (but are not obligated to) permanently delete any residual transient data or backups.

5.3 Effects of Termination

Sections that by their nature should survive (e.g. confidentiality, indemnity, limitation of liability, IP rights) survive termination or expiration.

6. Liability, Warranties & Indemnities

6.1 Disclaimer / No Warranty

The Service is provided “as is,” “with all faults,” and without warranty (to the fullest extent permitted by law). We disclaim implied warranties of merchantability, fitness for purpose, noninfringement, availability, or correctness of data.

6.2 User Warranties

You represent and warrant that:

- You have all rights, permissions, and consents to submit User Data.
- Your use of the Service will comply with applicable law.
- Your use of the Service will not infringe third-party rights.

6.3 Limitations of Liability

We are not liable for indirect, incidental, punitive, or consequential damages, lost profits, or loss of data.

6.4 Indemnification

You will indemnify, defend, and hold harmless OpenAsbestos and its officers, directors, employees, agents from third-party claims arising from your use of the Service, your User Data, or breach of this Agreement.

7. Intellectual Property & Rights

7.1 Provider IP

We retain all rights, title, and interest in the Service, platform, underlying software, infrastructure, and improvements. No transfer of ownership is made.

7.2 Your Contributions / Enhancements

If you contribute enhancements, feedback, or modifications (with our consent), you grant us a perpetual, irrevocable, royalty-free license (non-exclusive) to use, modify, and incorporate them.

7.3 Trademarks, Attribution

You may display attribution (e.g., “Powered by OpenAsbestos”) as reasonably requested. You must not use our trademarks or logos in a way that suggests endorsement without permission.

7.4 No Training / No Derivative Models

OpenAsbestos does not use, train, or fine-tune any AI or machine learning models on User Data, Metadata, or outputs derived from your use of the Service.

8. Confidentiality

Each party must: (a) hold confidential information of the other in strict confidence, (b) not use it except for performing under this Agreement, (c) restrict disclosure to employees or contractors who need to know, and (d) take reasonable measures to protect it.

9. Audit, Compliance & Security

You agree that, upon reasonable notice and during normal business hours, we may audit (or engage an independent auditor) your use of the Service to ensure compliance with this Agreement and applicable security standards. We may require you to remediate any security vulnerabilities identified.

10. Governing Law, Dispute Resolution & Jurisdiction

This Agreement is governed by the laws of **England & Wales** and any dispute is subject to the exclusive jurisdiction of the courts of **London, UK**.

11. Miscellaneous

- **Force Majeure:** Neither party is liable for failure to perform due to Force Majeure.
- **Assignment:** You may not assign your rights or obligations without prior written consent.
- **Notices:** Notices shall be in writing, delivered by email or registered mail to addresses set out by the parties.
- **Severability:** If a provision is held unenforceable, the remainder remains in effect.
- **Entire Agreement:** This Agreement is the entire understanding between the parties and supersedes prior proposals or understandings.
- **Amendment:** We may amend this Agreement from time to time (with notice), and continued use constitutes acceptance. Any changes will be made available via our blog and website.