

Terms of Service

1. Scope and Acceptance

These Terms of Service (the "Terms") govern access to and use of the Anubion ApS Azure governance and operations SaaS platform (the "Service"), including the Orben assistant where enabled, whether accessed under a free trial (Section 4) or a paid subscription (Section 5).

"Anubion", "we", "us", and "our" refer to Anubion ApS, CVR 46357337. "Customer", "you", and "your" refer to the legal entity on whose behalf these Terms are accepted.

These Terms apply alongside the Anubion Data Processing Agreement (the "DPA"), which governs the processing of personal data and Customer Data and is incorporated into these Terms by reference.

These Terms may be accepted in either of two ways:

- Online: by completing the sign-up form on anubion.io and ticking the box indicating acceptance of these Terms and the DPA; or
- By Order Form: by signing an Order Form that references these Terms and the DPA, typically used when activating or renewing a paid subscription.

By accepting in either way, the individual completing the form or signing the Order Form represents and warrants that they are authorised to enter into legally binding agreements on behalf of the Customer, that they have read and understood these Terms and the DPA, and that the Customer is a legal entity (company) and not a private individual.

Upon acceptance, a binding agreement is formed between Anubion ApS and the Customer. Anubion records the date and time of acceptance, the accepting or signing individual's name and email, the Customer's legal entity name and registration number, the access mode (trial or paid), and the version of these Terms and the DPA accepted, for documentation purposes.

2. Relationship to the Data Processing Agreement

These Terms govern the commercial and operational aspects of access to the Service. Processing of personal data is governed by the separate Anubion Data Processing Agreement, incorporated into these Terms by reference and accepted at the same time as these Terms.

In the event of any conflict between these Terms and the DPA regarding the processing of personal data, the DPA shall prevail. In all other matters, these Terms shall prevail.

3. The Service

Anubion provides a SaaS platform that connects to the Customer's Microsoft Azure environment via a read-only service principal and delivers continuous governance assessment against CIS Benchmarks, the Cloud Adoption Framework (CAF), and the Well-Architected Framework (WAF), including:

- Continuous, data-driven assessment across all three frameworks.
- Executive summary reports with risk themes, generated on demand for CAF/WAF and CIS.
- Actionable recommendations based on framework findings.
- Task management functionality to delegate and track remediation.
- API access.
- Orben, where enabled for the Customer.

3.1 Service levels. Anubion will use commercially reasonable efforts to ensure the Service is available and performing. Anubion does not commit to a specific uptime percentage at this time. Planned maintenance will be communicated to the Customer's registered email address with at least 48 hours' notice where possible.

3.2 Customer responsibilities. The Customer is responsible for installing and maintaining the read-only service principal in its Azure environment, ensuring Authorised Users have appropriate access to the platform, and notifying Anubion of any changes that may affect the service connection.

3.3 Same platform, trial and paid. The Service is provided as a fully operational production platform under both a trial and a paid subscription. Anubion makes no distinction between trial and paid access in terms of feature availability, and applies the same technical production controls in both cases, including hosting regions, encryption in transit and at rest, ordinary organisation isolation, and Orben's AI deployment type and geography as described in the DPA.

4. Trial Access

4.1 Availability. A prospective Customer may access the Service under a 14-day free trial. No credit card or payment details are required to start a trial.

4.2 Duration. The trial period begins on the date of sign-up and ends automatically at 23:59 CET on the 14th calendar day thereafter (the "Trial End Date"). No action is required by either party to trigger the end of the trial — access ceases automatically on the Trial End Date.

4.3 Scope of access. During the trial, the Customer has full access to all features of the Service described in Section 3, subject to the same standard of care Anubion applies to paying customers. Anubion gives no warranty that the Service will be error-free or uninterrupted.

4.4 No fee. The trial is provided entirely free of charge. The Customer is not charged for any period of trial use.

4.5 Return policy. This 14-day free trial constitutes Anubion's full return and cancellation policy for new customers. The Customer has 14 days from sign-up to evaluate the Service at no cost and with no obligation to purchase. Because the trial is free of charge, there is no payment to refund — the Customer's "return" is the right to walk away at day 14 without any charge, obligation, or penalty. The Customer is not required to give notice of non-renewal.

4.6 Ending the trial. If the Customer does not activate a paid subscription under Section 5 by the Trial End Date, access simply closes and no further action is required. Continued use of the Service after the Trial End Date requires a paid subscription.

4.7 Business-to-business. These Terms, including the trial, are a business-to-business agreement. The statutory right of withdrawal applicable to consumer contracts under EU and Danish consumer protection law does not apply.

5. Paid Subscription

5.1 Activation. A Customer may activate a paid subscription at any time, during or after a trial, either on anubion.io or by signing an Order Form. If activated during the trial or within the trial data-retention window described in Section 7.2, the Customer's existing data continues to be processed under the paid subscription without re-onboarding.

5.2 Pricing. The subscription fee consists of an annual (or, where agreed, monthly) base fee per Customer solution, plus a per-subscription fee for each Azure subscription connected to the platform, at the pricing applicable at activation or as set out in an Order Form. A monthly-payment option, where offered, is priced above 1/12 of the annual price, reflecting the lower commitment level.

5.3 Billing. Fees are billed annually in advance on the subscription activation date, unless an Order Form specifies otherwise. Invoices are payable within 30 days of the invoice date. Late payment is subject to interest at the rate set out in the Danish Interest Act (Renteloven).

5.4 Auto-renewal. The subscription renews automatically on each anniversary of the activation date at the then-current list price, unless the Customer cancels in writing at least 30 days before the renewal date. Anubion will send a renewal reminder no less than 60 days before each renewal date.

5.5 Price changes. Anubion may change its pricing with no less than 90 days' written notice before the Customer's next renewal date. Price changes take effect at renewal, not mid-term.

5.6 No refunds for paid periods. Fees paid for a subscription period are non-refundable, except in the event of a material breach by Anubion that remains unremedied for 30 days after written notice. The free trial in Section 4 constitutes Anubion's full return policy; once a paid subscription is activated, the cancellation terms in Section 9 apply instead.

6. Intellectual Property

Anubion retains all intellectual property rights in the Service, including the platform, algorithms, reports, and documentation. The Customer receives a non-exclusive, non-transferable licence to use the Service during the trial or subscription term for its internal governance purposes. The Customer retains ownership of all data it provides to or generates through the Service.

7. Data, Retention, and Deletion

7.1 Data protection. Processing of personal data and Customer Data is governed in full by the Anubion Data Processing Agreement. The Customer warrants that it has a valid legal basis under GDPR for making personal data available to Anubion through the Service.

7.2 Trial-specific retention. If the Customer does not activate a paid subscription, all personal data and Customer Data collected during the trial is retained for a maximum of 30 days after the Trial End Date, to allow the Customer to retrieve its data or reconsider entering a paid subscription, after which it is permanently and securely deleted. The Customer may request export or deletion of its data at any time during or after the trial by contacting Anubion; Anubion will fulfil export requests within 5 business days and deletion requests within 2 business days. The Customer should decommission the Azure service principal installed for the trial no later than 30 days after the Trial End Date if it does not enter a paid subscription; Anubion will send a reminder at the Trial End Date. Anubion will provide written confirmation of data deletion to the Customer's registered email address within 7 days of permanent deletion being completed.

7.3 Converting during the retention window. If the Customer enters into a paid subscription before or during the 30-day window described in Section 7.2, data continues to be processed under these Terms and no data migration or re-onboarding is required.

7.4 Paid subscription retention and termination. Retention during an active paid subscription, and deletion or return of data on termination, are governed by the DPA. Upon termination, access to the Service ceases and all Customer data is deleted within 30 days of the termination date, with written confirmation provided.

8. Confidentiality

Each party shall keep the other's confidential information strictly confidential, use it only for the purposes of these Terms, and disclose it only to personnel who need to know. This obligation survives termination for five (5) years. Confidential information does not include information that is publicly available, independently developed, or required to be disclosed by law.

9. Warranties

Each party warrants it has authority to enter into these Terms. Anubion warrants that it has the right to grant the licence in Section 6 and that the Service does not, to Anubion's knowledge, infringe third-party intellectual property rights. Except as stated, the Service is provided "as is" without further warranty.

10. Liability

This Section 10 applies in the same way regardless of whether the Customer is accessing the Service under a free trial or a paid subscription.

- 10.1 General exclusion. Anubion shall not be liable for indirect, consequential, incidental, or special damages, including loss of data, loss of profit, loss of business, or reputational damage, arising out of or in connection with the Service.

- 10.2 Anubion's total aggregate liability arising out of or in connection with the Service, whether in contract, tort, or otherwise, shall not exceed an amount equal to the fees paid by the Customer for the Service in the 12 months preceding the event giving rise to the claim.
- 10.3 Carve-outs. Nothing in this Section 10 limits or excludes liability for gross negligence, wilful misconduct, or breach of the data deletion obligations in Section 7 or the DPA, nor any liability that cannot lawfully be limited or excluded under Danish law.

Because no fees are payable during a free trial, the cap in 10.2 is nil for a trial Customer for any claim other than one falling under the carve-outs in 10.3 — which mirrors the earlier trial-specific clause (liability only for gross negligence, wilful misconduct, or breach of the data deletion obligations) without needing a separate clause for it.

10.4 Relationship to technical protective measures. The limitations of liability, warranties, and indemnities in this Section 10 are commercial allocations of risk. They do not reduce, redefine, or weaken the technical and organisational protective measures described in the DPA, including encryption, named processing locations, Orben's AI deployment type, retention, and deletion.

11. Customer Representations and Responsibilities

By accepting these Terms, the Customer represents and warrants that it is a private legal entity, that it has the legal authority and technical capability to install a read-only service principal in its Microsoft Azure environment, that it has a valid legal basis under GDPR for making any personal data available to Anubion through the Service, and that the individual accepting these Terms or signing the Order Form has authority to bind the Customer.

In addition to the responsibilities in Section 3.2, the Customer shall notify Anubion promptly of any suspected unauthorised access to the Customer's portal account.

12. Term and Cancellation

12.1 Trial term. The trial ends automatically as described in Section 4.2.

12.2 Initial term of a paid subscription. A paid subscription commences on the activation date and runs for the agreed term (the "Initial Term"). It renews automatically in accordance with Section 5.4 unless cancelled.

12.3 Cancellation by the Customer. The Customer may cancel a paid subscription at any time by providing 30 days' written notice before the next renewal date. Cancellation takes effect at the end of the current subscription period. No refund is provided for the unused portion of a paid period.

12.4 Termination for cause. Either party may terminate a paid subscription with immediate effect if the other commits a material breach and fails to remedy it within 30 days of written notice, or becomes insolvent or ceases to carry on business.

12.5 Effect of termination. Upon termination of a paid subscription, access to the Service ceases. All Customer data is deleted within 30 days of the termination date and written confirmation provided, per Section 7.4. Accrued fees remain payable.

13. Changes to These Terms

Anubion may update these Terms. Material changes affecting the Customer's rights or obligations under a paid subscription will be communicated by email at least 60 days before taking effect, and the Customer may cancel without penalty if it does not accept the changes, provided it does so within 30 days of notification. Because a trial is short-lived, material changes affecting an active trial will be communicated by email before taking effect for that trial. The version of these Terms accepted at sign-up or Order Form signature is archived and available to the Customer upon written request.

14. Governing Law and Disputes

These Terms are governed by Danish law. Any disputes arising from or in connection with these Terms shall first be attempted to be resolved by good-faith negotiation. If unresolved, disputes shall be subject to the exclusive jurisdiction of the courts of Copenhagen, Denmark.

15. Record of Acceptance

These Terms are accepted electronically, either via the sign-up form on anubion.io or by signature of an Order Form. No physical signature is required for online acceptance. Upon acceptance, Anubion records the following for documentation purposes:

- Date and time of acceptance (UTC).
- Full name and email address of the accepting or signing individual.
- Customer legal entity name and registration number.
- Access mode (trial or paid) and, where applicable, the Order Form reference.
- Version of these Terms accepted, and version of the DPA accepted.

A copy of this acceptance record is available to the Customer upon written request to Anubion ApS.