

Master Service Agreement

Anubion ApS — Azure Governance & Operations Platform

By activating a paid subscription on anubion.io and ticking the box to accept these terms, you — on behalf of the company you represent — enter into a legally binding Master Service Agreement with Anubion ApS. This Agreement governs your paid access to the Anubion platform and applies alongside the Anubion Data Processing Agreement. Please read both documents carefully before activating your subscription.

Provider: Anubion ApS, CVR 46357337, St.St.Blichers Vej 17, 8370 Hadsten, Denmark

Service: Azure governance and operations SaaS platform — anubion.io

Auto-renewal: Subscription renews automatically unless cancelled with 30 days notice before renewal date

Governing law: Danish law

1. Scope and Acceptance

This Master Service Agreement (the "Agreement") governs the Customer's paid access to the Anubion ApS Azure governance and operations platform (the "Service"). By activating a paid subscription on anubion.io and ticking the acceptance box, the accepting individual warrants they have authority to bind the Customer, have read and understood this Agreement and the Data Processing Agreement, and that the Customer is a private legal entity.

Upon submission with the acceptance box ticked, a binding agreement is formed. Anubion records the date, time, user details, Customer entity name and registration number, and version accepted.

2. Relationship to Other Documents

This Agreement governs the commercial aspects of the Customer's paid subscription. Processing of personal data is governed by the separate Anubion Data Processing Agreement (the "DPA"), incorporated by reference and accepted at the same time as this Agreement. In case of conflict regarding personal data, the DPA prevails.

If the Customer previously used the Service under the Anubion Trial Terms of Service, this Agreement supersedes those Trial Terms upon activation of a paid subscription.

3. The Service

3.1 Description

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, Cloud Adoption Framework (CAF), and 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.

3.2 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.

3.3 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.

4. Subscription and Fees

4.1 Pricing

The annual subscription fee is based on the pricing applicable at the time of subscription activation or as otherwise agreed in writing. The fee consists of:

- An annual base fee per Customer solution.
- An annual per-subscription fee for each Azure subscription connected to the platform.

Or

- A monthly base fee per Customer solution.
- A monthly per-subscription fee for each Azure subscription connected to the platform.

4.2 Billing

Fees are billed annually in advance on the subscription activation date. 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).

4.3 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.

4.4 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.

4.5 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 14-day free trial described in the Anubion Trial Terms of Service constitutes Anubion's full return policy. Once a paid subscription is activated, the standard cancellation terms in Clause 10 apply.

5. 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 subscription term for its internal governance purposes. The Customer retains ownership of all data it provides to or generates through the Service.

6. Confidentiality

Each party shall keep the other's confidential information strictly confidential, use it only for the purposes of this Agreement, 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.

7. Data Protection

Processing of personal data is governed 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.

8. Warranties

Each party warrants it has authority to enter into this Agreement. Anubion warrants that it has the right to grant the licences in this Agreement 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.

9. Liability

Anubion's liability during the trial period is limited as follows:

- Anubion shall not be liable for any loss, damage, or costs arising from defects, errors, interruptions, or limitations in the Service during the trial, provided Anubion has acted in good faith and has not engaged in gross negligence or wilful misconduct.
- Anubion shall not be liable for any indirect, consequential, or incidental loss arising from the Customer's use of or reliance on the Service during the trial, including loss of data, loss of business, or reputational damage.
- Anubion is liable only where the loss or damage is directly caused by Anubion's gross negligence, wilful misconduct, or breach of the data deletion obligations

10. Term and Cancellation

10.1 Initial term

The Agreement commences on the activation date and runs for the agreed term (the "Initial Term"). It renews automatically in accordance with Clause 4.3 unless cancelled.

10.2 Cancellation by the Customer

The Customer may cancel its 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.

10.3 Termination for cause

Either party may terminate 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.

10.4 Effect of termination

Upon termination, access to the Service ceases. All Customer data is deleted within 30 days of the termination date and written confirmation provided. Accrued fees remain payable.

11. Changes to These Terms

Anubion may update this Agreement. Material changes affecting the Customer's rights or obligations will be communicated by email at least 60 days before taking effect. The Customer may cancel without penalty if it does not accept material changes, provided it does so within 30 days of notification. The version accepted at subscription activation is archived and available upon request.

12. Governing Law and Disputes

This Agreement is governed by Danish law. Disputes 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.

13. Record of Acceptance

This Agreement is accepted electronically via anubion.io. No physical signature is required. Upon acceptance, Anubion records the date, time, submitting user details, Customer entity name and registration number, and version accepted. A copy of this record is available to the Customer upon written request.