



Additional Terms & Conditions for AWS Billing

TRUIS PTY LTD

ACN 068 435 978 ABN 96 068 435 978

(Truis)



Additional Terms & Conditions for AWS Billing

These Additional Terms and Conditions for Amazon Web Services ("AWS") apply to the resale of AWS by Truis Pty Ltd ("Truis") to the Customer. These Additional Terms supplement and form part of the applicable Truis terms and conditions governing the Customer's engagement with Truis, as published on the Truis website or otherwise agreed between the parties (the "Agreement"). To the extent of any inconsistency in respect of AWS, these Additional Terms prevail.

1 Application

- 1.1 These additional terms apply to the resale of Amazon Web Services by Truis Pty Ltd (Truis) and form part of the Agreement.
- 1.2 To the extent of any inconsistency in respect of AWS Services, these terms prevail over the General Terms.

2 Scope of Truis' role

- 2.1 Truis acts as a reseller of Amazon Web Services accounts and services (AWS Services), sourced through an authorised AWS distributor, and provides associated billing and account administration only.
- 2.2 Truis does not supply the underlying cloud infrastructure and does not manage, monitor, or secure the Customer's AWS environment unless agreed in a separate written managed services agreement.

3 AWS Terms

- 3.1 The Customer's use of AWS Services is governed by the AWS Customer Agreement and any other applicable terms imposed by Amazon Web Services, Inc. or its affiliates (AWS Terms), with which the Customer must comply.
- 3.2 Truis is not a party to the AWS Terms and gives no warranty in relation to them.

4 Customer responsibility

- 4.1 The Customer is solely responsible for the configuration, operation, and security of its AWS environment, including identity and access management, data protection and encryption, cost and consumption monitoring, and satisfying itself as to the suitability of AWS Services for its purposes.
- 4.2 Any information provided by Truis regarding AWS usage, configuration, or costs is general in nature and does not constitute architectural, security, financial, or optimisation advice unless otherwise agreed in a Statement of Work.

5 Consumption and billing

- 5.1 Charges are calculated using the consumption and billing data provided by AWS or by Truis's authorised AWS distributor, which is conclusive for billing purposes absent a demonstrable and material error.
- 5.2 The Customer is liable for all consumption charges incurred under its account, including those arising from misconfiguration, error, unauthorised access, security incidents, or malicious or third-party activity.
- 5.3 Truis has no control over the Customer's usage or the resulting AWS charges.

6 Pricing

- 6.1 Any pricing or estimates provided by Truis, including any indicative monthly estimate, are indicative only.

- 6.2 Actual charges may vary due to changes in consumption, AWS pricing, distributor pricing or fees, currency, or applicable reseller margins and fees.
- 6.3 Truis may pass through pricing or fee changes imposed by AWS or by Truis's authorised AWS distributor to the Customer.

7 Service levels and acts of AWS

- 7.1 All availability, performance, and continuity commitments for AWS Services are the responsibility of AWS.
- 7.2 To the maximum extent permitted by law, Truis does not warrant the availability, performance, or continuity of AWS Services and is not liable for any loss, damage, cost, or expense arising from or connected with any act or omission of AWS, any failure, outage, degradation, or change of AWS Services, or any data loss, corruption, or security incident within the Customer's AWS environment.

8 Suspension and termination

- 8.1 Truis may suspend or restrict the Customer's account administration access where invoices remain unpaid beyond the due date, subject to any notice required by law.
- 8.2 Suspension does not relieve the Customer of liability for consumption charges incurred before or during the suspension.
- 8.3 Termination of the Agreement does not, of itself, terminate the Customer's underlying AWS account or the AWS Terms.

9 Transition authorisation

- 9.1 The Customer authorises Truis to assume the reseller relationship for the Customer's AWS accounts (held by Truis through an authorised AWS distributor under the AWS Solution Provider Program or equivalent) from the transition effective date, and to take over AWS billing from the outgoing provider.
- 9.2 The Customer will provide all reasonable assistance, including issuing any consents, account linking, payer account changes, or AWS Organisations changes, required to give effect to the transition.
- 9.3 Truis will invoice the Customer monthly in arrears based on AWS consumption and billing data for the relevant period.
- 9.4 The Customer warrants that it has disclosed any in-flight AWS commitments (including Reserved Instances, Savings Plans, Enterprise Discount Program agreements, or other commitment-based arrangements) held with the outgoing provider, and acknowledges that Truis is not responsible for charges raised by the outgoing provider for periods or commitments that pre-date the transition effective date.