



# Additional Terms & Conditions for Azure Billing

TRUIS PTY LTD  
ACN 068 435 978 ABN 96 068 435 978  
(Truis)



# Additional Terms & Conditions for Azure Billing

These Additional Terms and Conditions for Microsoft Azure Services apply to the resale of Microsoft Azure services 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 Azure Services, these Additional Terms prevail.

## 1 Application

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

## 2 Scope of Truis' role

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- 2.1 Truis acts as a reseller of Microsoft Azure subscriptions (Azure Services), sourced through an authorised Microsoft Cloud Solution Provider 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 Azure environment unless agreed in a separate written managed services agreement.

## 3 Microsoft Terms

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

## 4 Customer responsibility

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- 4.1 The Customer will accept a reseller relationship with Truis as the local reseller of record and Truis's Microsoft Cloud Solution Provider distributor, Dicker Data Ltd, as the indirect provider. A user with Global Administrator permissions will complete acceptance of these relationships within five (5) business days of notification and request by Truis or Dicker Data Ltd requesting such acceptance, whether that notification is provided to the Customer directly or via the Customer's existing Cloud Solution Provider reseller.
- 4.2 The Customer acknowledges and agrees that where the Partner is providing Azure services under a Cloud Solution Provider (CSP) model on a billing or limited-support basis only, the Customer retains full responsibility for the configuration, deployment, security, identity and access management, data protection and encryption, cost and consumption monitoring and ongoing management of all Azure resources within their tenant.
- 4.3 Any information provided by Truis regarding Azure 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

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- 5.1 Charges are calculated using the consumption data provided by Microsoft or by Truis's authorised Microsoft Cloud Solution Provider 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 Microsoft charges.

## 6 Pricing

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- 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, Microsoft pricing, distributor pricing or fees, currency, or applicable reseller margins and fees.
- 6.3 Truis will pass through pricing or fee changes imposed by Microsoft or by Truis's authorised Microsoft Cloud Solution Provider distributor to the Customer.

## 7 Service levels and acts of Microsoft

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

## 8 Suspension and termination

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- 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 Microsoft Azure subscription or the Microsoft Terms.

## 9 Transition authorisation

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- 9.1 The Customer authorises Truis to assume the reseller relationship for the Customer's Azure subscriptions (held by Truis as an Indirect Reseller through an authorised Microsoft Cloud Solution Provider distributor) from the transition effective date, and to take over Azure billing from the outgoing provider.
- 9.2 The Customer will provide all reasonable assistance, including issuing any consents or partner-of-record changes in its Microsoft tenant, required to give effect to the transition.
- 9.3 Truis will invoice the Customer monthly in arrears based on Microsoft consumption data for the relevant period.
- 9.4 The Customer warrants that it has disclosed any in-flight Microsoft commitments (including New Commerce Experience term subscriptions) 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.