



# Additional Terms & Conditions for ThreatLocker

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



# Additional Terms & Conditions for ThreatLocker

These Additional Terms and Conditions for ThreatLocker for part of the Agreement between Truis Pty Ltd (ABN 96 068 435 978) ("Truis") and the Customer. It sets out the additional terms and conditions that apply to the Customer's use of the ThreatLocker endpoint security platform ("ThreatLocker Product"), which Truis supplies to the Customer as part of its managed services offering. These terms are required by Truis's agreement with ThreatLocker, Inc., the developer and licensor of the ThreatLocker Product.

By executing the Agreement or using the ThreatLocker Product, the Customer acknowledges and agrees to the terms of this Schedule. In the event of any inconsistency between this Schedule and the body of the Agreement, this Schedule prevails to the extent of the inconsistency in relation to the ThreatLocker Product.

## 1. Definitions

In this Schedule, the following terms have the meanings given below:

**Authorised User:** Any individual authorised by the Customer to access and use the ThreatLocker Product, who has a direct relationship with the Customer.

**Customer:** The party identified as the Customer in the Agreement with Truis.

**Intellectual Property Rights:** All present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights and any other proprietary rights recognised by law.

**ThreatLocker Product:** The ThreatLocker endpoint security software or cloud-based services supplied by Truis to the Customer under the Agreement, including any updated or enhanced versions made available during the term.

**Truis:** Truis Pty Ltd (ABN 96 068 435 978), an authorised reseller of the ThreatLocker Product.

**ThreatLocker, Inc.:** ThreatLocker, Inc., a company incorporated in the State of Florida, USA, and the owner and licensor of the ThreatLocker Product.

## 2. Licence Grant

- 2.1 Subject to the terms of this Schedule and the Agreement, Truis grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the ThreatLocker Product solely for the Customer's internal business purposes and by its Authorised Users.
- 2.2 The Customer's right to access and use the ThreatLocker Product (and to permit Authorised Users to do so) is conditional at all times on the Customer's compliance with this Schedule and the Agreement.
- 2.3 The Customer must not use the ThreatLocker Product other than as expressly permitted by this Schedule. Without limiting the foregoing, the Customer must not:
  - copy, reproduce, or make derivative works of the ThreatLocker Product or any part of it;
  - modify, adapt, alter, translate, or merge the ThreatLocker Product with any other software;
  - reverse engineer, decompile, disassemble, or attempt to derive the source code of the ThreatLocker Product;
  - sell, resell, sublicense, rent, lease, transfer, assign, or otherwise commercially exploit the ThreatLocker Product to any third party;

- remove, alter, or obscure any proprietary rights notices (including copyright notices) on or within the ThreatLocker Product or associated documentation.

## 3. Ownership of Intellectual Property

- 3.1 The ThreatLocker Product and all Intellectual Property Rights in it are and remain the exclusive property of ThreatLocker, Inc.. Nothing in the Agreement or this Schedule grants the Customer any ownership interest in the ThreatLocker Product.
- 3.2 All rights in and to the ThreatLocker Product not expressly granted in this Schedule are reserved by ThreatLocker, Inc.

## 4. Confidentiality

- 4.1 The confidentiality obligations in the Agreement apply to this Schedule. All information relating to the ThreatLocker Product, including its technology, pricing, configuration, and performance data, constitutes Confidential Information under the Agreement and is subject to the confidentiality obligations set out therein.
- 4.2 The Customer must not disclose any Confidential Information relating to the ThreatLocker Product to any person except its employees, contractors, or agents who have a need to know it for the purposes of the Agreement, and who are bound by confidentiality obligations no less restrictive than the Customer's confidentiality obligations in the Agreement.
- 4.3 The Customer must protect the Confidential Information from unauthorised use, access or disclosure in the same manner as the Customer protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 4.4 Confidential Information does not include information:
  - (a) that was already lawfully known to the Customer at the time of disclosure;
  - (b) that was disclosed to the Customer by a third party who had the right to make such disclosure without any confidentiality restrictions;
  - (c) that is, or through no fault of the Customer, has become generally available to the public; or
  - (d) that was independently developed by the Customer without access to, or use of, the Confidential Information.
- 4.5 The Customer may disclose Confidential Information to the extent that the disclosure is:
  - (a) approved in writing by Truis;
  - (b) necessary for the Customer to enforce its obligations under the Agreement in connection with a legal proceeding;
  - (c) required by law or by the order of a court or similar judicial or administrative body, provided that the Customer notifies Truis of such required disclosure promptly and in writing and co-operates with Truis at Truis' reasonable request and expense, in any lawful action to contest or limit the scope of the required disclosure.
- 4.6 The Customer must return to Truis all Confidential Information in the Client's possession or control and permanently erase all electronic copies of the Confidential Information promptly on receipt of written request by Truis or on the expiry or termination of the Agreement, whichever comes first. At Truis' request, the Customer must certify in writing signed by an officer of the Customer that it has fully complied with its obligations under this clause.

4.7 The confidentiality obligations in this clause 4 and in the Agreement survive the termination or expiry of the Agreement.

## 5. Support Obligations and Service Commitments

---

5.1 Any support, service level, availability, uptime, response time, or performance commitments set out in the Agreement (including any service level agreement or statement of work) are commitments of Truis only. They do not bind ThreatLocker, Inc. and do not create any obligation, duty, or liability on the part of ThreatLocker, Inc. to the Customer.

5.2 ThreatLocker, Inc. has no direct support obligation to the Customer. Support for the ThreatLocker Product is provided by Truis to the Customer, and by ThreatLocker, Inc. to Truis only.

5.3 ThreatLocker, Inc. may, at its sole discretion, contact or engage with the Customer directly in connection with the ThreatLocker Product. Any such direct engagement by ThreatLocker, Inc. does not create a separate contract, direct duty of care, or direct legal relationship between ThreatLocker, Inc. and the Customer, and ThreatLocker, Inc. assumes no liability to the Customer as a result of any such engagement.

## 6. Limitation of Liability

---

6.1 To the maximum extent permitted by law, Truis, on its own behalf and on behalf of ThreatLocker, Inc. expressly disclaims all liability to the Customer for any consequential, indirect, incidental, special, or punitive loss or damage of any kind arising in connection with the ThreatLocker Product, including but not limited to loss of profits, loss of revenue, loss of data, or increased costs, whether arising in contract, tort (including negligence), statute, or otherwise.

6.2 The Customer acknowledges that Truis, on its own behalf and on behalf of ThreatLocker, Inc., excludes all warranties (express, implied, or statutory) in relation to the ThreatLocker Product not expressly set out in the Agreement, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, to the extent permitted by law.

6.3 All exclusions, restrictions, disclaimers and limitations of liability set out in the Agreement (including any aggregate liability cap) apply for the benefit of ThreatLocker, Inc. as if ThreatLocker, Inc. were expressly named in those provisions, in relation to any loss or damage arising in connection with the ThreatLocker Product.

6.4 Nothing in this Schedule limits any right that the Customer may have under the Australian Consumer Law or other non-excludable legislation.

## 7. Customer Indemnity

---

7.1 The Customer must indemnify, defend, and hold harmless Truis and its officers, employees, and agents from and against all claims, actions, losses, damages, liabilities, costs, and expenses (including reasonable legal costs on a solicitor-Customer basis) suffered or incurred by Truis arising from or in connection with:

- (a) any breach by the Customer or its Authorised Users of any obligation under this Schedule or the Agreement; or
- (b) any claim brought against Truis by a third party, including ThreatLocker, Inc., to the extent that claim arises from or relates to the act or omission of the Customer or its Authorised Users in connection with the ThreatLocker Product.

7.2 The Customer's obligations under this clause 7 are independent of, and do not limit, any other rights or remedies Truis may have under the Agreement or at law.

## 8. No Direct Claims Against ThreatLocker, Inc.

---

- 8.1 The Customer acknowledges that, to the maximum extent permitted by law:
- (a) its contract for the supply of the ThreatLocker Product is with Truis and not with ThreatLocker, Inc.;
  - (b) the Customer must not bring any claim, action, or proceeding directly against ThreatLocker, Inc. under any theory of liability for any matter arising in connection with the ThreatLocker Product or this Schedule;
  - (c) the Customer will have no right to recover damages in connection with the ThreatLocker product directly from ThreatLocker, Inc.

## 9. Third-Party Beneficiary

---

9.1 The Customer acknowledges and agrees that ThreatLocker, Inc. is an intended third-party beneficiary of this Schedule, and specifically of the licence grant in clause 2, the confidentiality obligations in clause 4, the service commitment ringfence in clause 5, and the limitations on liability in clause 6.

9.2 ThreatLocker, Inc. has the right to enforce those provisions directly against the Customer as a third-party beneficiary, in addition to any rights Truis may have.

## 10. Truis Right to Suspend, Replace, or Discontinue

---

- 10.1 Truis may suspend, restrict, replace, or discontinue the Customer's access to the ThreatLocker Product, without liability to the Customer, where reasonably required due to any of the following:
- a direction, suspension, or termination by ThreatLocker, Inc. under Truis's agreement with ThreatLocker, Inc.;
  - a requirement of applicable law, regulation, or government authority;
  - a material security risk or vulnerability identified in or relating to the ThreatLocker Product;
  - the Customer's failure to pay any amounts due under the Agreement; or
  - the withdrawal, discontinuation, or material change of the ThreatLocker Product by ThreatLocker, Inc.

10.2 Where reasonably practicable, Truis will give the Customer reasonable prior notice of any suspension, restriction, replacement, or discontinuation under clause 9.1, unless the circumstances require immediate action.

10.3 Truis will use reasonable endeavours to provide the Customer with a replacement or alternative service where the ThreatLocker Product is discontinued or withdrawn by ThreatLocker, Inc., but does not guarantee that an equivalent alternative will be available.

## 11. Assignment

---

11.1 The Customer must not assign, novate, or otherwise transfer its rights or obligations under this Schedule without Truis's prior written consent.

11.2 The Customer agrees that Truis may assign or novate this Schedule, including the Customer's End User Licence, to ThreatLocker, Inc. without the Customer's consent. This right is particularly relevant where the agreement between Truis and ThreatLocker, Inc. is terminated or expires, and ThreatLocker, Inc. elects to continue servicing the Customer directly.

- 11.3 The Customer acknowledges that Truis is not restricted from providing ThreatLocker, Inc. with a copy of the Agreement, this Schedule or any associated End User Licence agreement.

## **12. Compliance**

---

- 12.1 The Customer must comply with all applicable laws, regulations, and export control requirements in connection with its use of the ThreatLocker Product. The Customer must not export or transfer the ThreatLocker Product or associated technical data in violation of applicable export control laws, including those of the United States.
- 12.2 The Customer must promptly notify Truis if it becomes aware of any breach of this Schedule by itself or any of its Authorised Users, and must cooperate with Truis and ThreatLocker, Inc. to remedy any such breach.

## **13. Effect of Termination**

---

- 13.1 On termination or expiry of the Agreement (or any relevant service under it), the Customer's licence to access and use the ThreatLocker Product immediately ceases. The Customer must promptly discontinue all use of the ThreatLocker Product and, if applicable, return or destroy any associated documentation in its possession.
- 13.2 The following clauses survive the termination or expiry of the Agreement: clause 3 (Ownership of Intellectual Property), clause 4 (Confidentiality), clause 6 (Limitation of Liability), clause 7 (Customer Indemnity), clause 8 (No Direct Claims Against ThreatLocker, Inc.), clause 9 (Third-Party Beneficiary), clause 11 (Assignment), and clause 13 (Effect of Termination).