Additional Terms for Recurring Services and Subscriptions

These Additional Terms and Conditions apply in addition to, and must be read together with, the Truis Standard Terms and Conditions. Both documents are available at truis.com.au.

1. SCOPE AND KEY TERMS

1.1 In these Additional Terms for Recurring Services and Subscriptions unless the context otherwise requires:

Customer Data means data, content and personal information that the Customer or its users submit to, store in, or make available through a Recurring Service.

Customer Stock means customer-owned equipment held by Truis for use in providing a Recurring Service, including spare or pre-provisioned devices.

PPSA means the Personal Property Securities Act 2009 (Cth) and its regulations.

Initial Term means the initial minimum period stated in the Sales Agreement or the default period under these Additional Terms and Conditions.

Recurring Service means a product or service covered by these Additional Terms and Conditions.

Renewal Term means a renewal period under the Renewal clause.

SLA means a service level agreement identified in or incorporated by the Sales Agreement.

Service Commencement Date means the date determined under the Service commencement clause.

Truis Equipment means equipment owned by Truis and provided at a Customer site as part of a Recurring Service.

Vendor Terms has the meaning given in the Standard Terms and Conditions.

2. SERVICE DOCUMENTS AND SERVICE LEVELS

2.1 The Sales Agreement identifies the Recurring Services, scope, quantities, Initial Term, fees and any special conditions.

2.2 Any service levels, support hours, response targets and service credits are stated in the applicable SLA or Sales Agreement. No service credit applies unless it is expressly stated there.

3. SERVICE COMMENCEMENT AND INITIAL TERM

3.1 The **'Service Commencement Date'** is the earliest of:

a) the date stated in the Sales Agreement;

b) the date the first Recurring Service is first activated or made available to the Customer; and

c) if activation is delayed for reasons outside Truis' reasonable control, 90 days after the Customer accepts the Sales Agreement.

3.2 The Initial Term is the period in the Sales Agreement. If no period is stated, the Initial Term is 12 months from the Service Commencement Date.

3.3 Setup, onboarding, migration or project work may begin and be invoiced before the Service Commencement Date.

3.4 A stated minimum or fixed term does not remove a termination right in the Standard Terms and Conditions. The commercial consequences of early termination are dealt with in the Ending a Recurring Service clause.

4. RENEWAL

4.1 Unless the Sales Agreement says otherwise, a Recurring Service automatically renews at the end of the Initial Term and each Renewal Term for a further 12 months.

4.2 Either party may prevent renewal by giving at least 60 days' written notice before the end of the current term.

5. RECURRING BILLING AND PAYMENT METHOD

5.1 Unless the Sales Agreement says otherwise:

a) fixed recurring fees are invoiced monthly in advance from the Service Commencement Date;

b) usage, consumption and other variable fees are invoiced monthly in arrears;

c) setup and onboarding fees are invoiced when the relevant work starts; and

d) taxes, vendor charges and other amounts are invoiced when incurred or passed through.

5.2 The Sales Agreement may require payment by direct debit or credit card. If so, the Customer must maintain a valid payment authority during the service term.

6. QUANTITIES, USAGE AND TRUE-UPS

6.1 The Customer is responsible for charges generated by its accounts, users, devices, sites, storage, traffic, cloud resources and other consumption, including authorised use by its personnel and contractors.

6.2 An increase in users, devices, sites, licences or other units may be charged from the date the additional unit is provisioned, together with any stated onboarding fee.

6.3 A requested decrease takes effect when the vendor and service model permit it, usually from the next billing cycle. A decrease cannot reduce a committed minimum quantity or a non-cancellable vendor commitment during its term.

6.4 Truis or the vendor may reasonably check licence deployment and usage. If actual use exceeds the purchased entitlement, the Customer must promptly buy the additional entitlement and pay the resulting charges from the date the excess use began, where that date can reasonably be determined.

7. ANNUAL PRICE ADJUSTMENTS

7.1 Unless the Sales Agreement states a different percentage, Truis recurring fees increase by 4.1% annually, effective on each anniversary of the Service Commencement Date.

8. VENDOR AND EXTERNAL COST CHANGES

8.1 In addition to the annual adjustment, Truis may pass through a change in the cost of a Recurring Service caused by:

a) a vendor, carrier, data centre, licensor or other upstream provider changing its price;

b) a change in exchange rates applying to an upstream charge;

c) a new or changed tax, levy, government charge or regulatory cost; or

d) the Customer changing its usage, licence type, service tier or required configuration.

8.2 The adjustment will reasonably reflect the change affecting Truis, including any margin expressly stated in the Sales Agreement.

8.3 Truis will give the Customer as much prior notice as reasonably practicable.

9. VENDOR TERMS

9.1 Many Recurring Services are provided by, or depend on, third-party vendors.

9.2 The Customer must accept and comply with the Vendor Terms notified before the service is ordered or activated. Those Vendor Terms may form a separate agreement between the Customer and the vendor.

9.3 If a vendor changes mandatory Vendor Terms, the changed terms apply to the extent they bind Truis or the Customer's use of the Recurring Service. Truis will tell the Customer about a material change when Truis becomes aware of it.

9.4 Truis does not control a vendor's platform, performance, security, service levels, feature roadmap, data retention or support decisions. Truis will use reasonable efforts to manage the vendor relationship and pass on any service credit, warranty or other remedy that the vendor makes available for the Customer's affected use.

10. SERVICE AND VENDOR CHANGES

10.1 Truis may make a reasonable operational or technical change to a Recurring Service to:

a) comply with law or Vendor Terms;

b) address a security risk;

c) maintain supportability, compatibility or performance;

d) replace a discontinued component; or

e) reflect a vendor change.

10.2 Truis will give reasonable notice of a material change where practicable and will use reasonable endeavours to avoid materially reducing the service's core function.

10.3 If a vendor suspends, discontinues or materially changes an essential third-party service, Truis will:

a) tell the Customer when reasonably practicable;

b) discuss an available alternative and its price;

c) use reasonable efforts to preserve or export Customer Data in accordance with the vendor's tools and retention period; and

d) if no reasonable alternative is available, end the affected Recurring Service and refund any prepaid Truis fee for the period after it ends, less an unavoidable non-refundable vendor charge.

10.4 Truis is not required to continue a service that the vendor no longer makes available to Truis.

11. AVAILABILITY, MAINTENANCE AND THIRD-PARTY OUTAGES

11.1 Unless an SLA says otherwise, Truis will use reasonable care and skill in providing the Recurring Services but does not promise that they will be uninterrupted or error-free.

11.2 Truis may perform scheduled and emergency maintenance. It will give reasonable notice of scheduled maintenance that is expected to cause a material interruption.

11.3 For a third-party outage, Truis will use reasonable efforts to report, escalate and monitor the incident with the vendor. Any service credit is limited to the credit available under the applicable SLA or Vendor Terms, subject to non-excludable rights.

12. CUSTOMER RESPONSIBILITIES

12.1 The Customer must:

a) provide the access, information, decisions and authorised contacts reasonably needed to supply the Recurring Services;

b) maintain supported devices, software, connectivity, power, cooling and physical security, except where the Sales Agreement makes Truis responsible;

c) protect administrator and user credentials, use multi-factor authentication where available and promptly remove access for departing users;

d) configure and use the Recurring Services in accordance with Truis' instructions and Vendor Terms;

e) maintain its own backups and recovery capability, except to the extent backup or recovery is expressly included in the Recurring Service;

f) monitor its usage and promptly report suspected misuse, security incidents or billing anomalies; and

g) ensure its users and contractors comply with the Agreement.

12.2 Truis is not responsible for a failure to the extent it is caused by the Customer's environment, instructions, configuration, access failure or breach of these responsibilities.

13. ACCEPTABLE USE

13.1 The Customer must not, and must not allow another person to:

a) use a Recurring Service unlawfully or in breach of Vendor Terms;

b) upload or distribute malicious code or unlawful, infringing or seriously harmful content;

c) send spam or unsolicited communications;

d) interfere with the service or another user's use;

e) attempt unauthorised access, testing or circumvention of security controls; or

f) use a service beyond the purchased entitlement or licence metric.

13.2 The Customer must promptly investigate and stop misuse by its users when asked by Truis or a vendor.

14. SUSPENSION

14.1 The suspension rights in the Standard Terms and Conditions apply. Without limiting the Standard Terms and Conditions, Truis may suspend the provision of any Recurring Service immediately upon notice, if the Customer has not paid any amounts due and owing to Truis.

14.2 Truis may also suspend an affected Recurring Service where reasonably necessary:

a) to comply with law, a regulator's direction or a vendor's mandatory direction;

b) to contain, investigate or reduce a material security risk;

c) because the Customer or a user materially breaches the Vendor Terms or Acceptable use clause; or

d) to carry out emergency maintenance.

14.3 Where practicable, Truis will give notice, explain the reason and allow the Customer a reasonable opportunity to fix the issue. Advance notice is not required where urgent action is reasonably needed to protect people, data, systems or the service.

14.4 Truis will restore the service promptly after the reason for suspension is resolved. Fees continue during a suspension caused by the Customer or where the upstream vendor charge remains payable. Fees do not continue for the affected period to the extent a suspension is caused solely by Truis' breach.

15. TRUIS EQUIPMENT AT CUSTOMER SITES

15.1 Truis retains ownership of Truis Equipment at all times. The Customer holds it for Truis and must:

a) use it only to receive the Recurring Services;

b) keep it at the approved location and not move, modify, sell, lease or encumber it;

c) provide suitable power, cooling, connectivity, security and environmental conditions;

d) take reasonable care of it and promptly report loss, damage, theft or malfunction; and

e) allow Truis reasonable access to inspect, maintain, replace or recover it.

15.2 The Customer is responsible for loss of or damage to Truis Equipment while in its custody, except for fair wear and tear or damage caused by Truis.

15.3 On expiry or termination, the Customer must make Truis Equipment available for collection. Truis will give reasonable notice and minimise disruption when recovering it.

15.4 To the extent that the Agreement provides for Truis Equipment, it is a security agreement for the purposes of the PPSA. The Customer acknowledges that any lease or bailment of Truis Equipment may give rise to a security interest, including a PPS lease.

15.5 The Customer must promptly provide information, sign documents and do anything else reasonably required to allow Truis to register, perfect and enforce its security interest, including as a purchase money security interest where applicable, with the highest available priority.

15.6 To the extent the law permits:

a) the Customer waives its right to receive a verification statement under section 157 of the PPSA;

b) the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 134(2), 135, 136, 137, 142 and 143 of the PPSA; and

c) neither party will disclose information of the kind described in section 275(1) of the PPSA unless section 275(7) requires disclosure.

15.7 The Customer must give Truis at least 14 days' notice of a proposed change to its name, ABN, ACN or business structure if the change could affect a registration.

16. CUSTOMER STOCK HELD BY TRUIS

16.1 The Customer retains ownership of Customer Stock.

16.2 The Customer is responsible for keeping Customer Stock insured and for ensuring it is suitable, supported and lawfully available for deployment.

16.3 After the relevant service ends, the Customer must arrange collection or give disposal instructions within 30 days. After giving at least 14 days' further notice, Truis may charge reasonable storage costs and, if the Customer still does not respond, return the stock at the Customer's cost or dispose of it in a reasonable manner.

17. CUSTOMER DATA

17.1 As between Truis and the Customer, the Customer retains ownership of Customer Data.

17.2 The Customer gives Truis and its approved vendors a non-exclusive right to host, copy, transmit, access and otherwise process Customer Data only to:

a) provide and support the Recurring Services;

b) prevent or address fraud, misuse, security or technical issues;

c) comply with the Agreement and applicable law; and

d) follow the Customer's lawful instructions.

17.3 The Customer is responsible for the accuracy, legality and integrity of Customer Data and for obtaining any notices, consents and permissions needed for the processing contemplated by the Agreement in accordance with the Privacy Act.

18. DATA EXPORT, RETENTION AND DELETION

18.1 The Customer should request a data export before the Recurring Service ends.

18.2 Subject to the vendor's functionality and Vendor Terms, and provided that the Customer is not in breach of its agreement with Truis, Truis will provide reasonable assistance to export Customer Data in an available standard format. Unless included in the Sales Agreement, that assistance is charged at Truis' then-current time-and-materials rates.

18.3 Where reasonably within Truis' control, Truis will retain accessible Customer Data for 30 days after the service ends. A shorter vendor-controlled period applies if Truis notified it in the Sales Agreement or tells the Customer as soon as reasonably practicable after learning of it.

18.4 After the applicable period, Truis may delete Customer Data from active systems in accordance with its normal retention practices and Vendor Terms. Backup copies may remain until overwritten in the ordinary cycle or retained as required by law.

18.5 The Customer remains responsible for keeping any copy it is legally or operationally required to retain.

19. TRANSITION ASSISTANCE

19.1 On request, and provided the Customer is not in breach of its agreement with Truis, Truis will provide reasonable transition assistance that is technically and legally available, subject to:

a) an agreed transition plan or Sales Agreement;

b) payment of Truis' then-current time-and-materials rates and third-party costs;

c) payment of undisputed overdue amounts; and

d) the vendor's tools, timeframes and Vendor Terms.

19.2 Transition assistance may include data export, account transfer, reasonable configuration information and cooperation with a replacement provider. It does not require Truis to transfer its own tools, licences, confidential information or intellectual property.

20. ENDING A RECURRING SERVICE

20.1 The Standard Terms and Conditions govern termination, including the 90-day no-cause termination right.

20.2 When a Recurring Service ends, the Customer must pay:

a) fees and usage charges accrued up to the effective end date;

b) approved transition charges;

c) any non-cancellable vendor amount that Truis has committed to pay for the Customer and that is identified in the Sales Agreement; and

d) any Early Termination Payment.

20.3 Expiry or termination does not affect rights and obligations that accrued before the service ended.