



Medius Elevate

A Subscription-based Services Offering

Service Descriptions



MEDIUS ELEVATE

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TERMS OF SERVICE

The Services are provided under the terms and conditions of the main agreement between Medius and You governing Your subscription of the cloud service Medius APA (the “Main Agreement”). Any defined terms used in these Terms of Service shall have the same meaning as set out in the Main Agreement unless otherwise set out in these Terms of Service. In the event of conflict between these Terms of Service and the Main Agreement, these Terms of Service shall take precedence.

Medius Elevate Advise

A. Description of Services

During the Term (as defined in Your order), Medius will provide You with these deliverables:

1. Monthly report with Key Performance Indicators (“KPIs”) and trends.
2. Quarterly release guidance video of new features and enhancements you could leverage.
3. Bi-weekly Top Tips.
4. Quarterly Focus Areas.
5. Three (3) Medius Academy user licenses.

During the Term (as defined in Your order), Medius will also provide You the following premium services (“Services”) related to Your Medius environment:

1. Providing guidance or training with any of the following:
 - a. Medius APA workflows
 - b. Medius Procurement workflows
 - c. Invoice capture/OCR
 - d. Medius Pay
 - e. Reports and Dashboards
 - f. Integrations
2. Providing guidance on application usage and configuration.
3. Providing additional insights about the KPI reports.
4. Providing guidance with any of the following:
 - a. Changes to Your business process flows.
 - b. Changes to Your integration(s).
5. Medius will provide overall coordination of resources related to requests received from You for any Services set out above; provided however, if any individual request from You for any Services set out above exceeds 4 hours, You will be required to sign a separate Statement of Work on terms and fees to be agreed by the parties.
6. Medius will only actively work one request at a time.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Medius will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Medius’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations

- a.** Obtain Medius APA Products under the Main Agreement prior to the commencement of Services under Your order and maintain such for the duration of the Services provided under Your order.
- b.** Provide Medius with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- c.** Provide any notices, and obtain any consents, required for Medius to perform Services.
- d.** Limit Medius's access to any production environments or shared development environments to the extent necessary for Medius to perform Services.
- e.** Be responsible for any QA instances required by Medius.
- f.** Be responsible for user acceptance testing ("UAT").
- g.** Be responsible for Your organizational change enablement and communication activities.
- h.** Be responsible to drive prioritization and management of improvement efforts.
- i.** Provide Medius with dedicated user access to Your systems necessary for the performance of Services.
- j.** Be responsible for any third-party payment processor fees and/or services.
- k.** Be responsible for prioritizing and communicating to Medius what area you want to focus on (Medius will provide list with potential improvement areas on a recurring basis), by sending an email to elevate@medius.com.

2. Assumptions

- a.** Medius will determine if recommended changes need to be tested in a QA instance prior to being applied to production or can be applied directly to production.
- b.** All Services are performed remotely unless otherwise mutually agreed in writing.
- c.** All Services communication are in English.
- d.** All Services will be carried out during Medius' normal Business Hours in the country where the Services are conducted.
- e.** Your primary form of communication with Medius will be through Medius' Elevate portal (elevate@medius.com). We strive to respond to incoming requests within two (2) business days, and to commence any Services within two (2) weeks.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Medius for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Primary Point of Contact

You agree to designate only one (1) primary contact who will work together with Medius to facilitate an efficient delivery of Services.

Medius Elevate Optimize

A. Description of Services

During the Term (as defined in Your order), Medius will provide You with these deliverables:

1. Monthly detailed report with Key Performance Indicators (“KPIs”) and trends.
2. Quarterly release guidance video of new features and enhancements you could leverage
3. Bi-annual Success Plans.
4. Bi-weekly Top Tips.
5. Quarterly Focus Areas.
6. Named Elevate Advisor.
7. Bi-annual Customer Business Reviews.
8. Live quarterly Product Roadmap meetings.
9. Bi-annual Elevate Peer Forum meetings.
10. Five (5) Medius Academy user licenses.

During the Term (as defined in Your order), Medius will also provide You with the following premium services (“Services”) related to Your Medius environment:

1. Providing guidance or training with any of the following:
 - a. Medius APA workflows
 - b. Medius Procurement workflows
 - c. Invoice capture/OCR
 - d. Medius Pay
 - e. Reports and Dashboards
 - f. Integrations
2. Providing guidance on application usage and configuration.
 - a. Providing assistance with configuring Your included modules not yet in use.
3. Providing additional insights about the KPI reports.
4. Providing custom business rules in Medius APA to reach higher levels of automation.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Changes to Your business process flows
 - b. Changes to Your integration(s)
6. Medius will provide overall coordination and management of resources related to requests received from You for any Services set out above; provided however, if any individual request from You for any Services set out above exceeds 8 hours, You will be required to sign a separate Statement of Work on terms and fees to be agreed by the parties.
7. Medius will only actively work one request at a time.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any

Services as set forth in Your order. Medius will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that Medius's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations

- a.** Obtain Medius APA Products under the Main Agreement prior to the commencement of Services under Your order and maintain such for the duration of the Services provided under Your order.
- b.** Provide Medius with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- c.** Provide any notices, and obtain any consents, required for Medius to perform Services.
- d.** Limit Medius's access to any production environments or shared development environments to the extent necessary for Medius to perform Services.
- e.** Be responsible for any QA instances required by Medius.
- f.** Be responsible for user acceptance testing ("UAT").
- g.** Be responsible for Your organizational change enablement and communication activities.
- h.** Provide Medius with dedicated user access to Your systems necessary for the performance of Services.
- i.** Be responsible for any third-party payment processor fees and/or services.

2. Assumptions

- a.** Medius will determine if recommended changes need to be tested in a QA instance prior to being applied to production or can be applied directly to production.
- b.** All Services are performed remotely unless otherwise mutually agreed in writing.
- c.** All Services communication are in English.
- d.** All Services will be carried out during Medius' normal Business Hours in the country where the Services are conducted.
- e.** Your primary form of communication with Medius outside of meetings described as a part of the Services described in section A above will be through Medius' Elevate portal (elevate@medius.com). We strive to respond to incoming requests within two (2) business days, and to commence any Services within one (1) week.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Medius for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Medius to facilitate an efficient delivery of Services.

Medius Elevate Transform

E. Description of Services

During the Term (as defined in Your order), Medius will provide You with these deliverables:

1. Monthly custom report with Key Performance Indicators (“KPIs”) and trends.
2. Quarterly release guidance video of new features and enhancements you could leverage
3. Quarterly Success Plans.
4. Bi-weekly Top Tips.
5. Named Elevate Advisor.
6. Named Technical Consultant.
7. Support Account Manager.
8. Quarterly Focus Areas.
9. Quarterly Customer Business Reviews.
10. Live quarterly Product Roadmap meetings.
11. Quarterly Elevate Peer Forum meetings.
12. One (1) seat on our Customer Advisory Board.
13. Assigned Executive Sponsor.
14. Annual Platform Review.
15. Unlimited Medius Academy user licenses.
16. Ten (10) credits that can be used to expand the Transform offering.

During the Term (as defined in Your order), Medius will also provide You with the following premium services (“Services”) related to Your Medius environment:

1. Providing guidance or training with any of the following:
 - a. Medius APA workflows
 - b. Medius Procurement workflows
 - c. Invoice capture/OCR
 - d. Medius Pay
 - e. Reports and Dashboards
 - f. Integrations
2. Providing guidance on application usage and configuration.
 - a. Providing assistance with configuring Your included modules not yet in use.
3. Providing additional insights about the KPI reports.
4. Providing custom business rules in Medius APA to reach higher levels of automation.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Changes to Your business process flows
 - b. Changes to Your integration(s)
6. Medius will provide overall coordination and management of resources related to requests received from You for any Services set out above; provided however, if any individual request from You for any Services set out above exceeds 12 hours, You will be required to sign a separate Statement of Work on terms and fees to be agreed by the parties.
7. Medius will only actively work one request at a time.

F. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Medius will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that Medius’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations

- a.** Obtain Medius APA Products under the Main Agreement prior to the commencement of Services under Your order and maintain such for the duration of the Services provided under Your order.
- b.** Provide Medius with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- c.** Provide any notices, and obtain any consents, required for Medius to perform Services.
- d.** Limit Medius’s access to any production environments or shared development environments to the extent necessary for Medius to perform Services.
- e.** Be responsible for any QA instances required by Medius.
- f.** Be responsible for user acceptance testing (“UAT”).
- g.** Be responsible for Your organizational change enablement and communication activities.
- h.** Provide Medius with dedicated user access to Your systems necessary for the performance of Services.
- i.** Be responsible for any third-party payment processor fees and/or services.

2. Assumptions

- a.** Medius will determine if recommended changes need to be tested in a QA instance prior to being applied to production or can be applied directly to production.
- b.** All Services are performed remotely unless otherwise mutually agreed in writing.
- c.** All Services communication are in English.
- d.** All Services will be carried out during Medius’ normal Business Hours in the country where the Services are conducted.
- e.** Your primary form of communication with Medius outside of meetings described as a part of the Services described in section A above will be through Medius’ Elevate portal (elevate@medius.com). We strive to respond to incoming requests within one (1) business day, and to commence any Services within one (1) week.

G. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Medius for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

H. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (5), who will work together with Medius to facilitate an efficient delivery of Services.