Medius Master Cloud Subscription and Services Agreement

THIS MEDIUS MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING CUSTOMER'S SUBSCRIPTION AND USE OF MEDIUS PRODUCTS AND SERVICES AND SETS OUT A FRAMEWORK UNDER WHICH CUSTOMER MAY FROM TIME TO TIME PLACE ORDERS FOR SUCH PRODUCTS AND SERVICES BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT.

1 Definitions

"**Agreement"** means this Medius Master Cloud Subscription and Services Agreement and all Order Forms referencing this Agreement.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity where "control", for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Availability" means when the Cloud Service is available according to the following formula:

$$\textbf{Availability}\ (\%) = \frac{\textbf{SL} - \textbf{DT}}{\textbf{SL}} * \textbf{100}$$

SL = Cloud Service Level

DT= Downtime

Availability is measured on a calendar month basis.

"Breaking Changes" means changes made to the application programming interfaces ("API") of the Cloud Service and/or FX Integration that would cause the components of an external system interfacing the APIs and/or the FX Integration to become non-operational or alter its behavior in a non-expected way.

"Business Hours" means Monday through Friday, 8-18 CET for Cloud Service provided from data centers in the European Union and the United Kingdom, 8.30-17 AEST for Cloud Service provided from data centers in Australia or 8-20 EST for Cloud Service provided from data centers in North America, with the exception of local public holidays and December 24-26th, December 31st, January 1st , and Good Friday ar.

"Change Request" means a request to make additions, modifications or for the removal of part of the Cloud Service.

"Cloud Service" means the online, web-based services as stated in the associated Order Form.

"Cloud Service Level (SL)" means 24 hours a day and 365 days a year.

"Customer" means the company or other legal entity that executes an Order Form and thereby accepts this Agreement.

"Customer Data" means any data, information or material provided or submitted by Customer or on behalf of Customer to the Cloud Service in the course of using the Cloud Service.

"Documentation" means the documentation covering functionality, performance and use relating to the Cloud Service.

"Downtime (DT)" means the period within the Cloud Service Level that the Cloud Service is not available. The Downtime is calculated, within the Cloud Service Level, from when the failure was reported by Customer until the Cloud Service is again available. Downtime shall not include:

- Interruptions due to problems in Customer's own systems.

- Interruptions that fall under Force Majeure in accordance with Section 11.

- Interruptions initiated by Customer.

- Interruptions due to network availability or bandwidth limitations outside of Medius's network and the networks of Medius's third party providers or unavailability or malfunction of government platforms.

- Scheduled maintenance as set out in Appendix 1-B, Clause 4.

"Medius E-Invoicing Services" means the electronic invoicing services provided by Medius as stated in the associated Order Form, including (as applicable) issuance, transmission, validation, receipt, status messaging, and archiving of electronic invoices and related transaction data in line with the country specific rules where e-invoicing is regulated and supported by Medius.

"ERP Integration" means the process, content and tools that enable the Cloud Service to exchange data with Customer's ERP system or other system exchanging master data and/or posting information as stated in associated Order Forms.

"FX Integration" means the file exchange based integration to the Cloud Service as referenced in the associated Order Form.

"Incident" means any deviation from the standard operation of the Cloud Service which causes an interruption to, or a reduction in the quality of, the Cloud Service.

"Medius" means the Medius entity with which Customer has executed an Order Form.

"Medius Pay" means the Payment Module and/or associated Third Party Payment Services.

"Order Form" means an ordering document specifying the services/products to be provided hereunder that is entered into between Customer and Medius.

"**Party"/ "Parties**" means Customer and Medius.

"Payment Module" means the Medius Payments platform.

"Procurement Module" means the procurement service modules or any combination thereof referenced in the Order Form.

"Professional Services" means activities and services to be provided by Medius under a SOW including but not limited to Cloud Service deployment services.

"Response Time" means the time between when Medius has received a report from Customer related to the Cloud Service indicating an Incident in accordance with Appendix 1-A and when Medius responds back to Customer that an Incident has been identified, case ID number created, priority level assessed and initial problem description documented.

"Service Request" means a request to provide Customer with information or advice regarding the Cloud Service which is not considered as an Incident or a Change Request.

"Service Suspension" is defined in Section 4.3.

"Solution" means the Cloud Service and any Professional Services.

"Subscription Term" means the term of each ordered product subscription as set out in the Order Form.

"Supplier Portal" means the supplier portal module referenced in the Order Form.

"Support Event" means a request from Customer to Medius to handle an Incident, Service Request or Change request.

"Statement of Work" or "SOW" means a written statement specifying the Professional Services to be provided by Medius.

"Third Party Payment Services" means the third party payment service(s) that may be accessed through the Payment Module where the use is governed by the Third Party Payment Services' terms of use.

"**Third Party Banking Services**" means the third party banking services provided in relation to the provision of Expense Management Services, including services related to opening of bank accounts, issuance of payment cards and other payment services. "Expense Management Services" means the expense management services referenced in the Order Form.

2 Scope of Services

2.1 **Scope**. Medius shall provide Customer with the Cloud Service and the Professional Services as specified in any Order Form and/or SOW referencing this Agreement, subject to Customer's payment of all applicable fees as set forth in Section 6.

2.2 **Updates/Changes**. Medius may, with reasonable prior notification to Customer, make updates or other changes to the Cloud Service and its functionality, as long as the functionality of the Cloud Service in all material aspects remains the same. Any such updates or changes will be automatically applied.

3 Rights Granted and Restrictions

3.1 For the duration of the Subscription Term, and subject to the terms and conditions of this Agreement and Customer's payment of all applicable fees, Medius grants Customer a limited, non-exclusive and non-transferable right to use the Cloud Service, including any Documentation accompanying the Cloud Service. Upon the termination or expiration of this Agreement, Customer's right to use the Cloud Service and the Documentation will automatically terminate.

3.2 As between Customer and Medius, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of and right to use all Customer Data and hereby warrants that Customer has and will continue to have all rights and consents necessary to

allow Medius to use all such Customer Data as contemplated by this Agreement. Customer hereby grants Medius a royalty free, fully-paid, non-exclusive right and license to reproduce, use, process, store and transmit Customer Data for the purposes of providing, maintaining and developing the Cloud Service, facilitating and promoting Medius services to Customer and performing Medius's obligations under this Agreement and any other activities expressly agreed to by Customer.

3.3 In the event the license restriction applicable for the Cloud Service is exceeded, Customer agrees to extend Customer's right of use by purchasing applicable extensions at prices set out in Medius's then applicable price list, unless other prices are agreed in the Order Form. Such extended right of use and any associated fees shall be effective immediately and apply for the remainder of the Subscription Term.

3.4 The right to use the Cloud Service is limited to Customer's internal purposes only. Any use of the Cloud Service for providing services to any third party, unless explicitly permitted in this Agreement, is strictly prohibited. Notwithstanding the aforesaid, the Cloud Service may be used by Customer's Affiliates for their internal purposes. Customer has the full responsibility to ensure that any of Customer's Affiliates comply with the terms of this Agreement when using the Cloud Service. None of Customer's Affiliates shall have the right to take any legal action against Medius under this Agreement.

3.5 All ownership rights, intellectual property rights and other proprietary rights relating to the Cloud Service, the Professional Services and the Documentation or created, developed or used in or in connection therewith belong to Medius or, when applicable, Medius's third party licensors. This Agreement does not entail any assignment of any such rights to Customer by Medius. Customer may not alter or remove any trademarks, service marks, copyright notices or other markings from the Cloud Service or the Documentation or their associated packaging.

3.6 If Customer or any of Customer's Affiliates or Users sends or transmits any communications or materials to Medius by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or similar feedback, Medius is free to use such feedback irrespective of any other obligation or limitation between the Parties under this Agreement. Customer hereby assigns to Medius, on Customer's behalf, and on behalf of Customer's Users, all right, title, and interest in, and Medius is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in such feedback, for any purpose whatsoever, although Medius is not required to use any such feedback.

3.7 Medius may monitor how the Cloud Service is used and performed and collect, use, compile and disclose quantitative data derived from the use of the Cloud Service for industry analysis, benchmarking, analytics and other business purposes. Medius has all rights, title and interest in and to such data (excluding Customer Data) and may make aggregated, de-identified data publicly available, provided that the data does not include any data that would enable the identification of Customer, Customer's Users or any third party utilizing the Cloud Service.

4 Use of the Cloud Service

4.1 Customer is responsible for identifying and authenticating all users, who are authorized by Customer to use the Cloud Service in accordance with this Agreement (collectively "**Users**"), for approving access by Users and for maintaining the confidentiality of usernames, passwords and account information. Medius is not responsible for any harm caused by Customer's Users, including individuals who were not authorized to have access to the Cloud Service but who were able to gain access through any actions or omissions of Customer or Customer's Users. Customer is responsible and liable for all activities that occur under Customer's and Customer's Users' usernames, passwords or accounts or as a result of Customer's or Customer's Users' access to the Cloud Service, whether such access or use is permitted by or in violation of this Agreement. Customer shall use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Cloud Service, and shall cause all Users to comply with such provisions. Customer agrees to notify Medius immediately of any unauthorized use.

4.2 Customer shall not use or permit use of the Cloud Service for any purpose or in any way that (a) violates any applicable law, (b) menaces or harasses any person or causes damage or injury to any person or property, (c) violates privacy rights (including but not limited to the General Data Protection Regulation) or promotes racism, hatred or harm, (d) constitutes an infringement of intellectual property or other proprietary rights, (e) interferes with the operation of the Cloud Service, including without limitation, if such use (i) imposes or may impose an unreasonable or disproportionately large load on Medius's or a third party providers' infrastructure, (ii) interferes with or disrupts any networks, equipment or servers connected to or used to provide the Cloud Service, or (iii) violates Medius's guidelines for use of the Cloud Service , or (f) constitutes fraudulent activity, including impersonating any person or entity, claiming false affiliation, misrepresenting the source, identity or content of information transmitted via the Cloud Service.

4.3 Notwithstanding anything to the contrary in this Agreement, Medius may temporarily suspend Customer's (including Customer's Affiliates') access to any portion or all of the Cloud Service if Medius reasonably determines that (a) there is a threat to, or attack on, the Cloud Service or any of Medius's intellectual property rights; (b) Customer's use of the Cloud Service disrupts or poses a security risk to the Cloud Service or to any other customer or vendor of Medius; (c) Customer is using the Cloud Service for fraudulent or illegal activities; (d) Customer otherwise violates the obligations and restrictions in this Section 4; or (e) Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding ("Service Suspension"). Medius shall use commercially reasonable efforts to provide prior written notice of any Service Suspension to Customer and in all events provide frequent updates regarding resumption of access to the Cloud Service following any Service Suspension. Medius shall use commercially reasonable

efforts to resume providing access to the Cloud Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Medius will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer (or any Affiliate) may incur as a result of a Service Suspension.

5 Artificial Intelligence

5.1 **Internal Machine Learning Models.** Medius may use Customer Data for the purpose of automated learning essential to Medius's recognition technology within Customer's Medius environment. In addition, Medius may use anonymized data derived from Customer Data to train, develop, or refine machine learning models, provided that such use is limited to training, developing, and improving machine learning models that are proprietary to Medius, maintained for internal purposes only, and used solely to enhance the Cloud Services. Training data will not be shared with or used to train third-party models.

5.2 **Compliance with Laws and Regulations.** Medius's use of artificial intelligence, including machine learning models and other automated technologies, in connection with this Agreement shall comply with all applicable laws and regulations that apply to Medius as a provider of the Cloud Service, as in force from time to time, including, where applicable, the European Union Artificial Intelligence Act (Regulation (EU) 2024/1689).

5.3 **AI-based products/features.** Medius may offer Customer different AI based products/features that are powered by large language models and/or machine learning ("AI Based Products"). Any use of an AI Based Product is governed by this clause 5.3.

"Input" means questions, data, content or information submitted to an AI-Based Product by or on behalf of Customer or its Users. "Output" means answers or other results generated by an AI-Based Product based on such Input.

Output may contain material inaccuracies and may not reflect correct, current or complete information. Customer shall not rely or encourage others to rely, on any Outputs without evaluating their accuracy and appropriateness of use, including by using human review. Medius makes no representations or warranties and provides no indemnities with respect to Outputs.

6 Fees and Payments

6.1 Medius shall issue invoices and Customer shall pay subscription fees as further specified in the Order Form. All fees and prices stated in this Agreement are exclusive of taxes, carriage costs, customs, duties and other similar taxes and Customer is responsible for paying all such taxes, costs, customs duties or expenses. Except as expressly set forth in this Agreement, all fees are non-cancellable and non-refundable.

6.2 Unless otherwise agreed in writing, Professional Services shall be provided on a time and materials basis at the rates set out in the then applicable pricelist. Hourly rates, fixed prices and maximum prices exclude cost for travel time, travel costs, accommodation and similar costs and Customer shall reimburse Medius for reasonable travel, accommodation and similar costs incurred in connection with Professional Services. Additional terms and conditions in respect of fees, invoicing and payment are set out in the Order Form.

6.3 Notwithstanding the foregoing, if Customer orders the Cloud Service and/or Professional Services from an authorized partner of Medius, the partner will set the pricing and payment terms for that order and Customer will pay the amount due to the partner. In the event of late payment by the partner to Medius, Medius shall, without prejudice to any other rights or remedies, be entitled to discontinue the performance of Medius's obligations and suspend the Cloud Service, until all due and outstanding invoices have been paid to Medius.

7 Confidentiality and Security

7.1 Each Party undertakes to keep confidential all information (written or oral) of a confidential nature regarding the business and affairs of the other Party which has been obtained or received prior to this Agreement or which the Party will obtain or receive during the term of this Agreement, save for information which is:

a) already in its possession without restrictions as to use or disclosure other than as a result of a breach of this Section 7.1;
b) or becomes a part of the public domain through no act or omission of the other Party;
c) is lawfully received from a third party without restrictions as to use or disclosure; or
d) required by a court of law or other competent authority (including, but not limited to public authorities, competent stock exchanges, where applicable).

7.2 Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Section 7.1 by its employees, agents and subcontractors. Section 7.1 and 7.2 shall survive expiry or termination of this Agreement for a period of five (5) years.

7.3 Medius shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to Customer Data), confidentiality and integrity of Customer Data. The measures shall be reviewed and updated periodically to address new technologies, changes in industry-standard practices and security threats, provided that any such update does not materially reduce the overall level of security.

7.4 Medius shall report to Customer, the accidental or unlawful alteration, unauthorized disclosure of, or access to Customer Data ("Breach") without undue delay and, where feasible, within 48 hours, after becoming aware that a Breach has occurred, unless restricted by law.

Medius shall share information about the nature and consequences of the Breach that is reasonably requested by Customer to enable it to notify affected individuals, supervisory authorities or regulatory bodies.

7.5 Medius will on a regular basis audit the security measures taken by Medius's and its subcontractors to protect Customer Data, when providing the Cloud Service. Upon Customer's written request, Medius will provide Customer with a confidential summary of the result of such audit, for instance in the form of a SOC report, to allow for Customer to verify Medius's compliance with Medius's security obligations set out in this Agreement. The report is Medius's confidential information and is protected by the confidentiality clause set forth in section 7.1 and 7.2 of this Agreement.

7.6 Customer agrees to exercise Customer's audit right by instructing Medius to execute the audit as described in section 7.5. If Customer reasonably concludes that the provision of Medius's audit report is not sufficient to demonstrate Medius's compliance with this Agreement, Medius shall make available to Customer on request all information available for Medius necessary to demonstrate compliance with this Agreement and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Customer Data by Medius. Customer shall give Medius reasonable notice of any audit or inspection to be conducted under this section and shall make (and ensure that each of Customer's mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to the audited premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Medius does not have to give access to premises for the purposes of such an audit or inspection outside normal business hours at those premises, or for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which Customer is required or requested to carry out by mandatory law or any authority, supervising the Customer's business.

8 Assignment and subcontracting

8.1 Neither Party shall be entitled to assign or transfer all or any of its rights, benefits or obligations under this Agreement, without the prior written consent of the other Party, except that Medius may (i) transfer and assign this Agreement to an Affiliate of Medius and/or (ii) transfer and assign Medius's right to receive payment under this Agreement or any part thereof to any third party.

8.2 Medius may use subcontractors for performance of its obligations under this Agreement, provided that any such subcontracting shall not diminish Medius's liability under this Agreement. Any Affiliate of Medius may perform any of Medius's obligations or exercise any of its rights under an Order Form, except that Medius shall be responsible for any acts or omissions of any of its Affiliates. Customer acknowledges that any right or remedy Customer may have under an Order Form rests solely with Medius.

9 Intellectual Property Indemnification

9.1 Medius shall indemnify Customer against all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees), and direct damages finally awarded against Customer (or those costs and damages agreed to by Medius in a written monetary settlement) in connection with any claim by a third party that the Cloud Service, Documentation, or the Solution used by Customer directly infringes such third party's intellectual property rights, provided that:

a) Customer promptly notifies Medius in writing, no later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);

b) Customer will give Medius sole control of the defense and any settlement negotiations (at Medius's sole cost and expense and provided that Medius shall not settle any action without Customer's consent, unless such settlement provides for the unconditional release of Customer from all liabilities and obligations);

c) Customer will not prejudice the defense of the action or claim nor will Customer make any admission as to liability nor compromise or agree to any settlement of any such action or claim without the prior written consent of Medius; and

d) Customer will provide Medius with such assistance, documents, authority and information as Medius may reasonably require in relation to the action or claim and defense or settlement thereof.

Notwithstanding the foregoing, Medius shall have no liability to Customer for any claim that:

a) arises out of any unauthorized use, reproduction, or distribution of the Cloud Service, Documentation or the Solution;

b) arises out of any modification or alteration of the Cloud Service, Documentation or the Solution by anyone other than Medius;

c) arises out of the use of the Cloud Service or Solution in combination with any other software or equipment not approved in writing by Medius;

d) is based on any information, design, specification, instruction, software, service, data, hardware or material not furnished by Medius; or

e) would have been avoided if Customer had followed Medius's reasonable written instructions.

Further, Medius shall have no liability to Customer if Customer continues to use the Cloud Service, Documentation or the Solution after the end of Customer's right to use such material.

If the Cloud Service, Documentation or the Solution becomes, or in Medius's opinion is likely to become, the subject of an infringement or misappropriation claim, Medius may, at its own expense and option, elect to either:

a) procure the right for Customer to continue using the Cloud Service, Documentation or the Solution in accordance with the provisions of this Agreement;

b) make such alterations, modifications or adjustments to the Cloud Service, Documentation or Solution so that it becomes non-infringing without incurring a material diminution in performance or function;

c) replace the Cloud Service, Documentation or Solution with a non-infringing substantially similar substitute; or

d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate the right of use and refund to Customer any unused, prepaid fees with respect to the affected part of the Cloud Service, Documentation or Solution.

If Medius modifies or replaces the Cloud Service, Documentation or Solution, Customer shall have the same rights in respect thereof as Customer has under this Agreement.

This Section 9 states Medius's entire liability, and Customer's sole remedies, for any infringement or alleged infringement of third-party intellectual property rights in relation to the Cloud Service, Documentation or Solution.

10 Limitation of Liability

10.1 Neither Party will in any event be liable under this Agreement or the termination thereof for any loss of profits, loss of revenues, loss of use, loss of anticipated savings or indirect or consequential damages of any kind. The foregoing shall in no event limit Customer's obligation to pay fees legally owed under this Agreement.

10.2 Medius's aggregate liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the total fees actually paid by Customer under this Agreement during the twelve (12) month period immediately preceding the event giving rise to such liability. Notwithstanding anything to the contrary, Medius's limitations of liability under this Section 10.2 shall not apply to the indemnification obligations under Section 9 or for any other liability where the exclusion of liability is not permitted under applicable law. Medius shall have no liability to Customer in respect of any default or claim unless Customer has served written notice of the same within thirty (30) days after the date Customer became aware or should have become aware of the circumstances giving rise to the default or claim.

10.3 Each Party represents that it has validly entered into this Agreement and that it has the authority to do so. Medius warrants that (i) during the Subscription Term, the Cloud Service will operate in all material respects as described in the Documentation (ii) Medius will perform any Professional Services in a professional manner consistent with industry standards (collectively, the "Services Warranty"). If Customer contends that the Cloud Service provided to Customer does not perform as warranted, Customer must promptly provide a written notice that describes the deficiency in the Cloud Service. With respect to Professional Services, Customer must notify Medius of any warranty deficiencies within 60 days from performance of the deficient Professional Services.

10.4 MEDIUS DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT MEDIUS WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. MEDIUS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES. MEDIUS'S SOLE LIABLITY FOR LOSS OR DAMAGE TO CUSTOMER DATA IS LIMITED TO MEDIUS CREATING DAILY BACK-UPS AND RECONSTITUTING, AT MEDIUS'S OWN EXPENSE, ANY LOST OR DAMAGED CUSTOMER DATA FROM SUCH BACK-UPS.

10.5 FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND MEDIUS'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF MEDIUS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE DEFICIENT SERVICES AND MEDIUS WILL REFUND TO CUSTOMER ANY FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

10.6 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11 Force Majeure

A Party is exempted from liability if and to the extent it is prevented from performing its obligations due to circumstances that are outside the Party's reasonable control, including but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, cyberattacks, failure of public communication networks, sudden regulatory changes that make performance illegal or impossible, accidents, civil unrest and other events outside the Party's reasonable control ("Force Majeure"). As soon as such circumstances have ceased, the Party relieved of its obligations shall be obliged to resume its undertakings under this Agreement. A Party shall promptly notify the other Party in writing in order to be released under this provision. If the circumstances affecting a specific product or service continue for more than three (3) months, either Party may terminate only the affected product(s) or service(s) upon written notice to the other Party. In such case no Party shall have any liability to the other Party in respect of the terminated product(s) or service(s). The remainder of the Agreement shall remain in full force and effect.

12 Term & Termination

12.1 **Agreement term**. This Agreement shall enter into force upon execution of the Order Form and shall continue in force until terminated. The term of each ordered product subscription is set out in the Order Form. Unless otherwise provided in the Order Form, the Subscription Term shall automatically renew for additional 12-month periods on the terms set forth in the Order Form unless, at least

sixty (60) days prior to the end of the relevant Subscription Term, (i) either Party gives the other Party written notice of non-renewal or (ii) Medius provides a new price quote to the Customer in writing.

12.2 In addition to specific termination rights set out elsewhere in this Agreement, each Party shall have the right to immediately terminate this Agreement if (i) the other Party has committed a material breach of this Agreement in a way that is not capable of remedy, (ii) the other Party has committed a material breach of this Agreement that is capable of remedy and fails to remedy such breach within thirty (30) days after receipt of written notice from the non-breaching Party specifying the breach, or (iii) the other Party becomes the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

12.3 Upon termination or expiration of this Agreement, Customer shall no longer have the right to access or use the Cloud Service and each Party shall immediately return to the other Party all goods, documents and other items received from the other Party.

12.4 **Data retrieval.** Upon the expiration or termination of this Agreement, Customer shall retrieve the Customer Data in a commercially reasonable timeframe. If Customer requests Medius's assistance, Medius shall charge Customer standard time and materials rates for such work. Medius undertakes to store the Customer Data one (1) month after this Agreement's expiration or termination or until any transfer of Customer Data has been performed, and the Customer Data will be deleted not later than ninety (90) days thereafter unless another retention period is agreed. Notwithstanding the foregoing, a) Customer Data in back-ups may be retained in accordance with Medius's standard back-up retention schedule, provided that (i) such back-ups are maintained in a secure manner and deleted in accordance with Medius's then-current back-up policies and ii) any restoration from such back-ups following expiration or termination of this Agreement shall only be carried out in accordance with Customer's prior written instructions, except where Medius is required to restore or produce such data pursuant to a binding legal obligation, court order, or request from a competent law enforcement or regulatory authority, in which case Medius shall, to the extent permitted by applicable law, notify Customer promptly of such requirement prior to restoration or production and b) security and audit log data (such as login attempts, access records, and system events), may be retained for such periods as are reasonably necessary for security monitoring, incident detection and response, and compliance with applicable laws and regulations, provided that such logs are maintained in a secure manner in accordance with Medius's then-current information security policies.

12.5 **Transition Services.** If the Customer requests transition services upon termination of this Agreement, Medius shall provide all reasonable assistance to, and use all reasonable endeavours to, provide a smooth transition to, any replacement supplier, subject to Customer paying Medius compensation based on the hourly fees set out in Medius's pricelist applicable at the provision of the assistance.

12.6 Without prejudice to any other rights or remedies that Medius may have, if this Agreement is terminated (irrespective of the reason therefore), Medius shall always be entitled to charge Customer for work performed and costs incurred up to the date of termination.

12.7 Any termination of this Agreement shall not affect (i) any accrued liabilities and rights of the Parties prior to such termination and (ii) any provision of this Agreement that is expressed to survive its expiration or termination.

13 Deliberation, Governing Law and Arbitration

General. The Parties agree to, in accordance with the best of their abilities, put all efforts forward to resolve any possible disputes through deliberations. Neither Party shall take legal actions before first having invited the other Party to deliberate regarding the matter at hand.

This Agreement shall be governed by the respective laws as set out below in this Section 13, which also sets out how claims or disputes arising out of or in connection with this Agreement shall be handled and any additional provisions which apply in different jurisdictions. If Customer is contracting with a Medius group company that is not referred to in the table below, the governing law and dispute resolution procedures applicable for Medius Sverige AB shall apply.

If Customer are contracting with:	The Governing law, without regard to its principles of conflict of laws, is:	Any claim or dispute shall be resolved by arbitration according to the following clause:
Medius Software Inc	Internal laws of the State of New York	Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be resolved in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA") in effect on the date of the initial request by the claiming Party, that gave rise to the dispute to be arbitrated (as such rules are modified by the terms of this Agreement or may be further modified by mutual agreement of the Parties). There shall be one sole arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat of arbitration shall be New York, NY, and the language to be used in the arbitral proceedings shall be English. To the extent practicable, the arbitration shall commence within thirty (30) days of the designation of the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties. The final award shall award to the prevailing Party its reasonable attorneys' fees and costs incurred in connection with the arbitration to the extent the arbitrator deems the Party to have prevailed, and may grant such other, further and different relief as authorized by a court of law or the rules of the AAA. Judgment upon any decision of the arbitrator may be entered into in any court in the United States having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. BOTH PARTIES ACKNOWLEDGE AND AGREE

		THAT BY ENTERING INTO THIS AGREEMENT, THEY GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF IT WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.
Medius Business Process Software B.V	Dutch law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Hague, Netherlands. The language to be used in the arbitral proceedings shall be English.
Medius AS	Norwegian law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English.
Medius Sverige AB	Swedish law	Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the amount in dispute (including any counterclaims) exceeds SEK 1,000,000. Where the amount in dispute exceeds SEK 1,000,000, the Arbitration Rules of the SCC Institute shall apply. The arbitration tribunal shall however under all circumstances be composed of a sole arbitrator. The place of the arbitration shall be Stockholm, Sweden, and the language in the proceedings shall be English.
Medius Aps	Danish law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.
Medius Software Pty Ltd	Laws of New South Wales, Australia	If a dispute arises out of or relates to this Agreement, or the breach, termination, validity of this Agreement, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Agreement and to the dispute expressly agree to endeavor in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ("ACDC") before having recourse to arbitration or litigation. A Party claiming that a dispute has arisen, must give written notice to the other Parties to the dispute specifying the nature of the dispute. On receipt of the notice specified in (a), the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute. If the dispute is not resolved within seven (7) days or within such further period as the Parties agree then the dispute is to be referred to ACDC. The mediation shall be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated. Additional terms apply to customers located in Australia as set out in Appendix 1-D.
Medius Software Ltd	Laws of England	Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by English Courts.
Medius SAS Expensya Suarl	Laws of France	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The law applicable to the merits shall be French law. The number of arbitrators shall be one (1). The place of arbitration shall be Paris, France. The language of the arbitration shall be English.

14 Anti-Corruption and International Trade Laws

Each Party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "Anti-Corruption and Trade Laws") and (b) represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. Each Party represents that it (and in the Customer's case, also Customer's Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "Sanctions Lists"). The Customer will immediately (i) discontinue the use of the Cloud Service if Customer becomes placed on any Sanctions List and (ii) remove Customer's Users' access to the Cloud Service if the Users become placed on any Sanctions List. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party is in breach of its obligations in this Section 14.

15 Processing of Personal Data

15.1 As part of the performance of Medius's obligations under this Agreement, Medius may process data, which directly or indirectly relates to a physical person (personal data) on Customer's behalf. To the extent Medius processes personal data on Customer's behalf, Medius will be considered a data processor and Customer will be considered the data controller. All personal data will be processed in accordance with the Data Processing Addendum available at https://www.medius.com/legal/data-processing-addendum/ which forms an integral part of this Agreement.

16 Miscellaneous

16.1 The Parties agree that this Agreement, including information which is incorporated into this Agreement by written reference (such as reference to information contained in a URL) constitutes the Parties' full regulation of all matters discussed in this Agreement. All and any possible written and/or oral undertakings and promises preceding this Agreement are replaced by this Agreement. Changes and/or additions to this Agreement shall be made in writing and signed by both Parties.

16.2 In the event any part of this Agreement is found invalid this shall not mean this Agreement as a whole is found invalid. In case the invalidity significantly affects any Parties' received benefit or performance according to this Agreement fair and reasonable adjustments to this Agreement shall be made.

16.3 Customer and Medius are contractors independent of one another. Nothing in this Agreement is intended to or shall constitute either Party as an agent, legal representative, partner, joint venture, franchise, employee or servant of the other Party for any purpose. Neither Party shall make any contract, commitment, warranty, or representation on behalf of the other Party, or incur any debt or other obligations in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other, and neither Party shall assume liability for, or be deemed liable hereunder as a result of, any such action by the other Party. Neither Party shall be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.

16.4 This Agreement shall not be construed more or less strictly against either Party as a result of its participation or not in its preparation or drafting.

16.5 **Notices.** Notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by reputable courier service, first class post or e-mail to the address or to the e-mail address of the other Party set out in the Order Form. A copy of any notice to Medius shall be sent to financeoperations@medius.com. Any notice shall be deemed to have been received when delivered by hand or by reputable courier service at the time of delivery, when sent by post on the date on which it would be received in the normal course of posting and when sent by e-mail when the proper answer back confirmation is received by the sender. Changes of postal address, e-mail address or telephone shall be notified to the other Party.

16.6 **Product-Specific and Special Terms.** The terms below are applicable if relevant to Customer's use of the Cloud Services.

Cloud Service Integration APIs	Any use of the Cloud Service integration APIs is subject to Medius's guidelines for use of Cloud Service integration APIs available at https://success.medius.com/documentation/integration-documentation/. Breaking Changes. Medius may introduce Breaking Changes if Medius deems it necessary due to security, performance or other changes. Medius shall in such case inform Customer as soon as possible of the reasons for introducing the Breaking Changes and Medius will, upon Customer's request, promptly provide information reasonably necessary for Customer to introduce changes to Customer's integrations to secure continued services.
Medius Payments	If required for Customer's use of Medius Payments, Customer is responsible for entering into bank connectivity agreements with its banks in due time and for any potential costs related thereto. Paragraphs (i) and (ii) below are only applicable for Third Party Payment Servies provided from North America. (i) Customer's right to use the Third Party Payment Services is subject to Customer's acceptance of the applicable payment service provider(s) terms of use, thereby creating an independent relationship between Customer and the applicable payment service provider(s) governing all aspects of the payment service provider's provision of the Third Party Payment Services. (ii) Customer agrees to the terms and conditions for Medius Payments published at https://www.medius.com/legal/payment-terms/, which are incorporated into this Agreement.
Procurement Module and Supplier Portal	Medius encourages Customer to interact with suppliers and carry out transactions and to trade on-line by using the Procurement Module and the Supplier Portal. However, Medius is not liable or responsible for any transactions (including any commercial transactions) or activities between Customer and any third party, including Customer's suppliers, via the Procurement Module or the Supplier Portal. The Procurement Module and the Supplier Portal provide a means to conduct business electronically with Customer's trading partners but it is Customer's responsibility to ensure that it complies with any local legislation applicable to the use of the Procurement Module. The Supplier Portal contains information about suppliers and other third parties provided by such third parties. Medius makes no warranty, express or implied, with respect to the content, information, or services or the accuracy, completeness or correctness of any information available in the Supplier Portal and disclaims liability for any errors, delays or failures arising from the use of such information.
Expense Management Services	a) The Customer's right to use the Expense Management Services is subject to the Customer's acceptance of the applicable Third Party Banking Service provider(s) terms of use, which establish an independent relationship between the Customer and the applicable provider governing the

	provider's provision of Third Party Banking Services. The Third Party Banking Service provider is responsible for providing the Third Party Banking Services, and Medius has no responsibility towards the Customer for the provision of such services. b) Customer acknowledges and agrees that Medius will facilitate the connection between the Customer and the applicable Third Party Banking Service provider, either as a non-exclusive intermediary in banking operations and payment services ("IOBSP") or as the Third Party Banking Service provider's commercial partner by gathering, and sharing data and supporting documents required to benefit from the Third Party Banking Services (e.g, for Know-Your-Customer purposes) with the Third Party Banking Service provider. "IOBSP" means, as defined in Article L.523-1 of the French Monetary and Financial Code, any person who, on a regular basis, and in exchange for remuneration or any other form of economic benefit, engages in the intermediation of banking transactions and payment services, without assuming liability as guarantor, or who provides an advisory service within the meaning of Article L. 519-1-1. c) The Customer warrants that any information provided for Know-Your-Customer purposes is accurate and complete. The Customer further acknowledges and agrees that the Third Party Banking Service provider's acceptance of complete and accurate KYC information is required for provision of the Third Party Banking Services. d) When applicable, Medius may charge a foreign exchange fee of up to 2.9% on expense transactions. e) Where Medius provides Expense Management Services that include Google Wallet functionality, Customer acknowledges that transaction data relating to cardholders' use of such payment cards may be transferred to Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, acting as an independent data controller. Google Ireland Limited processes such data for its own purposes in accordance with its privacy policy and the Google Payment Service EMEA Standard Issuer Agreement entered into between Medius and Google Ireland Limited. Customer acknowledges and agrees that Google Ireland Limited is not a sub-processor of Medius but an independent data controller, and that Medius's liability for Google Ireland Limited's processing of personal data is limited to the transfer of such data in accordance with this Agreement and the applicable data processing addendum. f) Where Medius provides Expense Management Services that include Apple Wallet or Apple Pay functionality, Customer acknowledges that personal data relating to cardholders, including data processed in connection with the provisioning and authentication of payment cards, may be processed by Apple Distribution International Limited, Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, acting as an independent data controller for its own purposes in accordance with its privacy policy and the Apple Pay Program Manager Terms and Conditions entered into between Medius and Apple Distribution International Limited. Customer acknowledges and agrees that Apple Distribution International Limited is not a sub-processor of Medius but an independent data controller, and that Medius's liability for Apple Distribution International Limited's processing of personal data is limited to the extent arising from Medius's obligations under this Agreement and the applicable data processing addendum.
Elevate	Medius Elevate Terms of Service are available at www.medius.com/legal/medius-elevate.
Medius E-Invoicing Services	If the Customer has subscribed for Medius E-invoicing Services, the General Tems of Medius E-Invoicing Services available at https://www.medius.com/legal/e-invoicing-services-addendum/ will apply.
Free Trials	In the event that Medius offers a free trial period for any product or service not expressly covered under this Agreement ("Additional Product"), the Customer's usage of such Additional Product during the free trial period shall be governed by the terms and conditions of this Agreement, unless otherwise specified by Medius in writing. The Customer acknowledges and agrees that Medius may, in its sole discretion, impose additional terms and conditions specific to the Additional Product, and the Customer shall be bound by such additional terms and conditions upon commencement of the free trial period for the Additional Product. Medius makes no commitments whatsoever with respect to the features, functionality, service levels, support or availability made available as part of a Free Trial and reserves the right to change such features and functionality at any time without notice and in its sole discretion.
Locally Installed Components	These terms apply if Customer's Cloud Service includes Locally Installed Components. "**Locally Installed Components**" means any software that is required to be installed at Customer's premises/services for the Cloud Service. 1. The rights granted to Customer and the restrictions set forth in Section 3 of the Agreement also shall apply to Locally Installed Components. Further, Customer must protect any Locally Installed Components and associated Documentation in a manner consistent with Medius's rights expressed in this Agreement. Customer may not sublicense, loan, transfer, or distribute any Locally Installed Components to a third party or create derivative works based on any part thereof unless explicitly

	permitted under an associated partner agreement between Medius and a certified partner. Customer may not attempt to: a) reverse engineer, decompile, disassemble, translate, or adapt any Locally Installed Component, or b) create the source code from the object code of the Locally Installed Component, unless to the extent explicitly permitted by applicable mandatory law. 2. If Medius has provided Locally Installed Components to Customer, Medius may, at any time during Customer's normal business hours and upon reasonable advance notice, conduct an audit at Customer's premises to ascertain if Customer's use of Locally Installed Components is in compliance with the provisions of this Agreement. Customer shall reasonably assist in the conduct of such audit and shall grant Medius reasonable access to Customer's premises and computer equipment for that purpose. In the event that an audit reveals that Customer is using any Locally Installed Component beyond the scope of the agreed license, then, in addition to any other remedies available to Medius, Customer will promptly reimburse Medius for the costs of such audit. 3. Each Parties' obligations and responsibilities set forth the Agreement and Appendices in connection with the Cloud Service also shall apply to Locally Installed Components. 4. The following subsection shall be added as Section 8 of Appendix A-1: 8. If the Cloud Service is dependent on any Locally Installed Components Customer is obliged to: a) provide the necessary infrastructure reasonably requested by Medius from time to time. b) provide remote access capabilities, via VPN or corresponding technology, to the Locally Installed Components. c) Implement any new versions of the ERP Integration released by Medius in accordance with any instructions provided. If any of a), b) or c) is not fulfilled, (i) any Downtime resulting therefrom will not be included in the calculation of Availability, (ii) Response Times will not start to be measured until duly fulfilled and (iii) any additional costs associated with a), b) and/or c) to fulfil any request by Customer will be charged.

16.7 **Appendices.** The following appendices are attached and incorporated into this Agreement:

Appendix 1-A **Technical Support**

Appendix 1-B **Availability for the Cloud Service**

Appendix 1-C **Region-Specific Terms for the European Union**

Appendix 1-D **Country-Specific Terms for Australia**

APPENDIX 1-A

TECHNICAL SUPPORT

The following describes the technical support services ("**Technical Support**") that Medius will provide for the support level purchased by Customer ("**Support Level**") as stated on the Order Form. The following terms may be updated from time to time; however, for each Order Form, the terms effective as of the execution of the Order Form shall apply for the duration of the applicable Subscription Term. Capitalized terms used in this Appendix are defined in Section 1 of the Agreement unless otherwise defined herein.

1. **Scope.** The purpose of Technical Support is to address issues in the Cloud Service that prevent it from performing in substantial conformance with the applicable Documentation. A resolution to such an issue may consist of a fix, workaround or other relief reasonably determined by Medius's Technical Support staff.

2. **Online Support Portal.** The Medius support portal includes an online knowledge base, best practices for use of the Cloud Service, and a portal for the Named Customer Support Contacts (as defined below) to submit support tickets.

3. **Classification of Support Events**. Support Events will be classified by Medius as an Incident, a Service Request or a Change Request, as applicable. Incident support shall be free of charge provided the Incident was not caused by Customer or unless otherwise set out herein. Service Requests and Change Requests will be subject to additional charges, unless otherwise agreed by the Parties.

4. **Priority Levels.** Medius classifies Incidents according to the following priority levels:

PRIORITY LEVEL	DESCRIPTION
1	The Cloud Service has significantly reduced functionality which prevents the utilization of the Cloud Service as a whole. The reduced functionality is critical to Customer's business and no workaround is available.
2	The Cloud Service has significantly reduced functionality which does not affect the Cloud Service as a whole. The reduced functionality is critical to Customer's business and there is no acceptable workaround available.
3	The Cloud Service has reduced functionality which does not impact wider core functionality and a workaround is available.
4	Minor defects or remarks from Customer suggesting changes in the Cloud Service in order to improve usability, to correct insignificant faults (i.e. minor faults not significantly affecting the daily use of the Cloud Service).

5. **Response Times.** Unless otherwise specified on an Order Form, Customer Support will use commercially reasonable efforts to respond to each support ticket in accordance with the following timelines:

Support Level	Standard (included in all subscriptions)	Premium
Response Times in Business Hours (Priority 1-3)	3; 6; 12	2; 3; 8
Online Support	Included	Included
Named Customer Support Users	3	5
Designated Support Team		Included and accessible 24/5
Support Account Manager		Included

6. **Customer Responsibilities**

6.1 Customer shall designate no more than the number of Medius Platform administrators ("**Named Customer Support Contacts**") set forth above who may contact and interact with Medius in connection with Technical Support requests. Named Customer Support Contacts shall answer questions and resolve issues as needed when they arise from other Users of the Cloud Service. Named Customer Support Contacts enter support request tickets, work through Technical Support issues with Medius, and take action as needed to implement the resolution to the

issue. Customer shall timely provide Medius with necessary and accurate information and documentation reasonably requested by Medius. Medius will not be responsible for any deficiency in performing its support obligations if such deficiency results from Customer's failure to provide reasonable cooperation. Customer agrees that Medius may follow Customer's instructions to make changes to Customer Data and/or Customer's instances, with its Named Customer Support Contacts via email, phone or through the Support Portal.

6.2 Customer shall ensure that Customer's Named Customer Support Contacts are trained on the use and administration of the Cloud Service. Customer shall ensure that the name, contact and other information for these Named Customer Support Contacts are current in the Support Portal. Customer may replace Named Customer Support Contacts by updating the applicable information in the Support Portal, provided that at no time may Customer have more than the number of Named Customer Support Contacts permitted based on its Support Level.

7. **Support Exclusions.** Medius is not required to provide resolutions for immaterial issues (i.e., issues that do not qualify as Priority Level 1-4 as set forth above), issues due to modifications of the Cloud Service made by anyone other than Medius or anyone acting at Medius's direction, or issues caused by circumstances outside of Medius's reasonable influence or control including circumstances related to updates or changes to Customer's ERP system or related to a version of Customer's ERP system no longer supported by Customer's ERP system supplier. Technical Support does not include professional services for implementation, configuration, integration or customization of the Cloud Service or custom software development, training, or assistance with administrative functions.

APPENDIX 1-B

AVAILABILITY FOR THE CLOUD SERVICE

1. Medius shall provide the Cloud Service with an Availability of 99% or higher as measured per calendar month.
2. In the event Medius fails to meet 99% Availability, Customer shall be entitled to receive a credit in the form of an adjustment in the following billing period (a "Service Credit"). The Service Credit shall be equal to two (2) percent of the total Cloud Service subscription fee for the affected month for each percentage below 99%. The maximum amount of a Service Credit per calendar month shall be twenty (20) percent of such fee. Service Credits shall apply to future invoices only and are forfeit upon termination of the Agreement. The Service Credit is Customer's sole remedy for Medius's failure to meet the Availability. In order to receive Service Credits, Customer must submit a written request to finance@medius.com within thirty (30) days after the end of the calendar month in which Medius failed to meet 99% Availability. In the event of any overdue invoices under the Agreement, service credits will not be issued until all due invoices have been paid.
3. The 99% Availability is only applicable to production tenants (i.e. not test, training or other non-production tenants).
4. **Scheduled and Unscheduled Maintenance**. Scheduled maintenance does not count as Downtime and shall not occur during Business Hours. Scheduled maintenance for the purposes of releasing updates of new functionality shall be communicated by Medius at least 7 days in advance. Scheduled maintenance for the purposes of securing business continuity (for example virus protection, security updates or third party release service packs), however, may be communicated by Medius with less than 7 days' notice if it is reasonably expected to be in the interest of Cloud Service users in general. Medius may in its sole discretion take the Cloud Service down for unscheduled maintenance in which case Medius will strive to notify Customer in advance. Such unscheduled maintenance will be counted as Downtime.

APPENDIX 1-C

REGION-SPECIFIC TERMS FOR THE EUROPEAN UNION

The EU Data Act Addendum available at https://www.medius.com/legal/eu-data-act-addendum/ applies where all of the following conditions are met:

a. Customer's address as set forth in the applicable Order Form is located in the European Union; and

b. Customer subscribed to a Data Processing Service (as defined in the EU Data Act Addendum) under an Order Form executed on or after 12 September 2025.

The EU Data Act Addendum shall prevail in case of any conflict or inconsistency between the EU Data Act Addendum and this Agreement but only to the extent necessary to comply with the mandatory and non-derogable provisions of the Data Act (as defined in the EU Data Act Addendum).

APPENDIX 1-D

REGION-SPECIFIC TERMS FOR AUSTRALIA

1. This Appendix 1-D applies to the Cloud Services and Professional Services if Customer is located in Australia. This Appendix shall prevail of any inconsistency between this Appendix and the remainder of this Agreement.

2. Definitions. In this Appendix 1-D, the terms defined below have the following meanings:

   Data Breach means the loss of, unauthorised use, modification or disclosure of, unauthorised access to or unauthorised interference with Personal Information;

   Personal information has the meaning given in the Privacy Laws;

   Privacy Law means:
   - a) the Privacy Act 1988 (Cth) including the Australian Privacy Principles; and
   - b) any legislation (to the extent that such legislation applies to the Customer, Medius or any of Medius's permitted subcontractors) from time to time in force in any:
     - i. Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); or
     - ii. non-Australian jurisdiction (to the extent that the Licensor is subject to the laws of that jurisdiction), affecting privacy or Personal Information.

3. Privacy. A new clause 15.2 is inserted into the Agreement:

   Both Parties must use their reasonable commercial endeavours to comply with all Privacy Laws.
   Customer must:
   - a) not use or disclose, or permit Customer's personnel to use or disclose any Personal Information obtained in connection with this Agreement, other than in accordance with this Agreement;
   - b) comply with Medius's privacy policy located at https://www.medius.com/legal/privacy/; and
   - c) reasonably co-operate and comply with all reasonable directions given by Medius, to rectify or minimise any breach of Privacy Laws, Data Breach or any privacy complaint, including the provision of any information or assistance reasonably requested for the purposes of investigating such breach or complaint.

   Customer consents (and will procure such consent from all individuals whose Personal Information is being transferred by Medius) to the transfer by Medius to its group companies or third parties, outside of Australia (including to the European Union, Norway, United States of America and the United Kingdom), of any Personal Information held by Medius in connection with this Agreement.

   Customer acknowledges and agrees that, while Medius makes reasonable efforts to procure compliance with Privacy Law by such overseas recipients, they are not subject to the Privacy Law and neither Customer nor individuals may be able to seek redress against such third parties under the Privacy Law.

   Customer will notify Medius immediately in writing if Customer become aware of a suspected or actual:
   - a) material Data Breach affecting Customer; or
   - b) material breach of this clause by Customer or its personnel.

   This clause will survive the termination or expiry of this Agreement and remain in effect.

   Australian Consumer Law. Any references to a warranty in the Agreement are references to the warranties Medius provide and are given in addition to rights and remedies Customer has under law, including under the Australian Consumer Law (**Statutory Rights**). Nothing in this Agreement restricts, excludes or modifies Customer's Statutory Rights. Any exclusion of or limitation of warranties expressed in this Agreement does not apply to any warranty or guarantee or remedy Customer are entitled to under Statutory Rights.
   To the extent permitted by appliable law, Medius's liability for breach of any condition, warranty or guarantee imposed by Statutory Rights which cannot be excluded is limited only to the extent permitted under appliable law at Medius's option to:
   - a) in the case of goods: (i) replacement or repair of the goods or supplying the equivalent goods again; or (ii) paying the cost of replacing or repairing the goods or of acquiring equivalent goods; and
   - b) in the case of services: (i) supplying the services again; or (ii) paying the cost of having the services supplied again.

4. **GST**. In this Appendix 1-D, **GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this Agreement, but which are defined in the GST Law, have the meanings given in the GST Law. Unless stated otherwise, all consideration provided under this document is exclusive of GST. If and the extent any supply under this Agreement is a taxable supply within the meaning under the GST Law, and GST is payable by the supplier of that taxable supply, the recipient must, upon receipt of a tax invoice from the supplier, pay the supplier an amount equal to the GST payable on that supply.