



Medius Bring-Your-Own-Card Bank Integration Program (“BYOC Program”) Addendum (Astrada Services)

This Addendum governs Customer’s participation in the BYOC Program using existing payment cards and supplements the Medius Master Cloud Subscription and Services Agreement (the “Agreement”). To the extent the terms in this Addendum conflict with the Agreement, the Terms of this Addendum shall apply. This Addendum was last updated on [date]. Capitalized terms not defined herein have the meaning set forth in the Agreement.

1. Transaction Monitoring Authorization

Medius uses Astrada and the applicable Payment Card Networks (e.g., Visa, Mastercard and American Express) to monitor card transactions for Customer’s participation in the BYOC Program. Customer authorizes Astrada and the Payment Card Networks to monitor the transactions made with enrolled payment card(s) for business spend management. Astrada collects card and transaction details including, but not limited to, card number, expiration date, transaction date/time, merchant, and amount (“Transaction Data”).

Customer authorizes the Payment Card Networks to access and share transaction details with Medius to facilitate Customer’s participation in the BYOC Program.

2. Transaction Eligibility Limitations

Customer acknowledges that the Payment Card Networks may be unable to monitor every transaction made with enrolled payment cards. Examples include payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Payment Card Networks for processing.

Not all Visa, Mastercard and American Express cards are eligible for enrollment. For more information on card and transaction eligibility, see Astrada’s product coverage available here: [Astrada’s Product Coverage](#).

3. Opt-Out / Card Deletion

Customer may opt out of the monitoring described above at any time by accessing its Medius account and deleting any enrolled card(s).



4. Limitation of Liability

Medius, Astrada and the Payment Card Network(s) shall not be liable for any damages (direct or indirect) that Customer may suffer in connection with (i) the Astrada service or (ii) Customer's use or inability to use the BYOC Program.

The BYOC Program is provided on an "AS-IS" and "AS AVAILABLE" basis. Medius, Astrada and the Payment Card Network(s) do not make any warranty that the BYOC Program or any result obtained from Medius Expenses will (i) be accurate; (ii) meet Customer's requirements; or (iii) be uninterrupted, secure, timely or error free.

5. Indemnification

Customer shall defend, indemnify and hold harmless Medius, its officers, directors, shareholders, employees, the Payment Card Network(s) and Astrada from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate to, including but not limited to attorney's fees, in whole or in part, arising out of or attributable to Customer's breach of these terms or any activity by Customer in relation to the BYOC Program.

6. Bulk Enrollment Consent

For payment cards enrolled via bulk enrollment, Customer agrees that Customer has obtained prior consent, in accordance with applicable law, from each cardholder to connect such payment cards to the BYOC Program. This consent authorizes Payment Card Networks to access and share Transaction Data with Medius and Customer to facilitate Customer's participation in the BYOC Program.