



MediusGo Master Cloud Subscription and Services Agreement

THIS MEDIUSGO MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT GOVERNS CUSTOMER'S SUBSCRIPTION AND USE OF MEDIUS'S PRODUCTS AND SERVICES. THIS AGREEMENT DEFINES THE TERMS AND CONDITIONS PURSUANT TO WHICH MEDIUS IS PREPARED TO OFFER OUR 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 MEDIUSGO MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT, CUSTOMER ACCEPTS THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN. UNLESS OTHERWISE AGREED IN WRITING, EACH AGREED ORDER FORM WILL, TOGETHER WITH ITS TERMS AND CONDITIONS SET OUT IN THIS MEDIUSGO MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT, FORM A LEGALLY BINDING AGREEMENT BETWEEN CUSTOMER AND MEDIUS.

1 Definitions

"Activities" means an activity under an Order Form, a project plan or a Change Order.

"Agreement" means this MediusGo 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.

"API" means an application programming interface.

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

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

SL = Cloud Service Level

DT= Downtime

Availability is measured on a calendar quarter basis.

"Breaking Changes" means changes made to API:s of the Cloud Service that would cause the components of an external system interfacing the API:s to become non-operational or alter its behavior in a non-expected way.

"Business Hours" means Monday through Friday, 8-17 CET for Cloud Service, with the exception of local public holidays.

"Change Order" means a mutually agreed, in writing, change to the Professional Services to be provided under an Order Form.

"Change Request" means a request to make additions, modifications or for the removal of part of the Cloud Service or, if applicable, any Locally Installed Components.

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

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

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

"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.

"Deliverable" means a deliverable defined in an Order Form.

"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.

"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.

"Incident" means any deviation from the standard operation of the Cloud Service or any Locally Installed Components 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.

"IP Rights" means any of Medius intellectual property rights or other proprietary rights, title, or interest relating to the Cloud Service or the Professional Services.

"Locally Installed Components" means any software that is required to be installed at Customer premises/services for the Cloud Service. This includes, but is not limited to, software for the ERP Integration and capture of invoice information.

"Ordered Third Party Product/Service" means a product or service that is developed and owned by a third party but provided by Medius under an Order Form.

"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.

"Professional Services" means the Activities and Deliverables to be provided by Medius.

"Service Request" means a request to provide Customer with information or advice in respect of the Cloud Service and/or Locally Installed Components which is not considered as an Incident or a Change Request.

"Service Suspension" is defined in Section 4.3.

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

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

2 Provision of Services and Professional Services

- 2.1 **Scope.** Medius shall provide Customer with the Cloud Service and the Professional Services as specified in any Order Form referencing this Agreement, subject to Customer 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, including but not limited to the underlying technology related to data capture, and e-invoicing, 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 the due payment of all applicable fees, Medius grants Customer a limited, non-exclusive and non-transferable (unless so explicitly permitted under an associated partner agreement between Medius and a certified partner) right to use the Cloud Service (and for any Locally Installed Component the right to install), including any Documentation accompanying the Cloud Service or any Locally Installed Component. Customer does not acquire under this Agreement any right to use the Cloud Service, Documentation or Locally Installed Components outside of the scope, agreed license restrictions or beyond the duration of this Agreement. Upon the termination or expiry of this Agreement, Customer's right to use the Cloud Service, the Documentation and any Locally Installed Components 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 warrant that Customer has and that Customer will continue to have all rights and consents necessary to allow Medius to use all such 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 or offering to Customer other products and services provided by Medius or Medius's Affiliates and any other activities expressly agreed to by Customer.



- 3.3 In the event the license restriction applicable for the Cloud Service or the Locally Installed Components is exceeded Customer is obliged to extend Customer's right of use by purchasing applicable extensions at prices set out in Medius's from time-to-time applicable price list. Such extended right of use and any associated fees shall be effective immediately and apply for the remainder of the term of this Agreement.
- 3.4 The right to use the Cloud Service and any Locally Installed Components is limited to Customer's internal purposes only. Any use of the Cloud Service or the Locally Installed Components by any third party or for providing services to any third party, unless explicitly permitted in this Agreement or an associated partner agreement entered into between Medius and a certified partner, is strictly prohibited. Notwithstanding the aforesaid, the Cloud Service and any Locally Installed Components may be used by Customer's subsidiaries and Affiliates for their internal purposes. Customer acknowledges and agrees that Medius shall have no liability whatsoever towards Customer's Affiliates under this Agreement and that 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.
- 3.5 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:
- Reverse engineer, decompile, disassemble, translate, or adapt the Cloud Service or any Locally Installed Component, or
 - Create the source code from the object code of the Cloud Service or Locally Installed Component, unless to the extent explicitly permitted by applicable mandatory law.
- 3.6 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 the Cloud Service or the Locally Installed Components in compliance with the provisions of this Agreement. Customer shall reasonably assist Medius 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 the Cloud Service or 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.
- 3.7 All ownership rights, intellectual property rights and other proprietary rights relating to the Cloud Service, the Documentation and any Locally Installed Components 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 intellectual property to Customer. Further, this Agreement does not grant Customer any rights in any trademarks or service marks which remain the exclusive property of Medius or any third-party providers. Customer may not alter or remove trademarks, service marks, copyright notices or other markings from the Cloud Service, the Documentation or any Locally Installed Components or their associated packaging.
- 3.8 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 Medius's IP Rights, 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.
- 3.9 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 and may make the 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 and the Locally Installed Components
- 4.1 Customer is responsible for identifying and authenticating all of Customer personnel, and the personnel of Customer's Affiliates, as applicable, that are authorized by Customer to use the Cloud Service and/or Locally Installed Components 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 and/or Locally Installed Components, 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 and Customer's Users' usernames, passwords or accounts or as a result of Customer or Customer's Users' access to the Cloud Service and/or Locally Installed Components, 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 applicable law or Medius's integration and Cloud Service guidelines as updated from time to time, (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 by (i) taking any action that imposes or may impose an unreasonable or disproportionately large load on Medius's or Medius's third party providers' infrastructure, or (ii) interfering with or disrupting any networks, equipment or servers connected to or used to provide 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, any of Medius's IP Rights; (b) Customer's use of Medius IP Rights disrupts or poses a security risk to Our IP Rights or to any other customer or vendor of Medius; (c) Customer is using Medius's IP Rights for fraudulent or illegal activities; (d) Customer otherwise violates the obligations and restrictions in this Section 4; or (e) subject to applicable law, 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 written notice of any Service Suspension to Customer and to provide 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 Service. 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 Services, 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 Professional Services

- 6.1 Medius shall provide Customer the Professional Services as specified in each Order Form subject to Customer payment of all applicable fees. The Professional Services shall be provided with all reasonable skill and care and in all material aspects conform to any specification agreed.
- 6.2 **Intellectual property rights.** All ownership rights, IP Rights and other proprietary rights relating to the Professional Services belong to Medius and no such rights or property is assigned to Customer. Customer does not grant Medius any right in or to Customer's intellectual property except such licenses as may be required for Medius to provide Customer with the Professional Services. Subject to the terms and conditions of this Agreement and the due payment of all applicable fees, Medius grants Customer a perpetual, non-exclusive, worldwide, non-transferable license to use and maintain any Deliverable under associated Order Forms, subject to the restrictions set out under this Agreement.
- 6.3 The "Actual Delivery Date" for a Deliverable is the day the Deliverable (i) is accepted by Customer according to Section 6.4, or (ii) the Deliverable satisfies the agreed-upon acceptance criteria. Deviations which are insignificant for the intended use of the Deliverable ("Minor Deviations") shall not affect the determination of the Actual Delivery Date and the Deliverable shall be regarded as having met the acceptance criteria even with the existence of Minor Deviations.
- 6.4 Upon completion of each Deliverable, Medius will as applicable, (a) submit a complete copy to Customer and (b) at Customer request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing the Deliverable in accordance with the Order Form pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the Parties for such Deliverable (if any). Customer shall provide Medius with written notification of acceptance for each Deliverable promptly upon acceptance. Failure to reject a Deliverable, as set forth below, will be deemed as an acceptance by Customer. If any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable Order Form or as mutually agreed upon in writing by the Parties for such Deliverable, Customer must

so notify Medius in writing within seven (7) days after Medius's submission of the Deliverable, specifying any defects in the Deliverable (with the exception of Minor Deviations), failure of which will constitute Customer's acceptance thereof. Medius will use commercially reasonable efforts to correct any defects and deficiencies (with the exception of Minor Deviations) at Medius's cost and expense, and resubmit the Deliverable to Customer as soon as practicable. Customer shall thereafter perform an additional review and test of the Deliverable against the agreed-upon acceptance criteria in accordance with the procedure described in this Section 6.4. The Deliverable shall in any event be deemed accepted if Customer continues to use a Deliverable in Customer's business after the review and testing period. If the Parties jointly determine that a Deliverable's functional requirements specified in an Order Form require modification (for example, due to incorrect assumptions or changed requirements), the Parties will cooperate in good faith to execute a Change Order for such revised requirements in accordance with Section 6.7.

6.5 **Delay of delivery.** Delay in delivery occurs when the date of the Actual Delivery Date occurs after the Agreed Delivery Date. The "Agreed Delivery Date" is the delivery date for the Deliverable agreed between the Parties in (as applicable):

- a) Change Order and/or
- b) Project plan and/or
- c) Order Forms

If either Party is in delay, the Parties shall jointly negotiate in good faith a new Agreed Delivery Date.

If a delay lasts more than four (4) months, the Party not responsible for the delay may terminate this Agreement and get a refund of any subscription fees paid thereunder. The right to termination set out in this Section 6.5 is only applicable in respect of delays in performance of Professional Services related to the initial production deployment of the Cloud Service and not for any other Professional Services.

6.6 Where the Professional Services are to be delivered in stages (phases) or as separate deliveries, the Actual Delivery Date shall be determined for each stage or delivery.

6.7 **Change orders.** Changes to an Order Form will require a written Change Order signed by the Parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

6.8 **Customer cooperation.** For each Order Form referencing this Agreement Customer shall assign a project lead being Medius primary contact. Customer shall provide Medius with necessary information and documentation reasonably requested in order for Medius to fulfill the Professional Services. Customer shall ensure that the personnel used by Customer for the co-operation with Medius has appropriate competence and training for assigned tasks and the necessary power of authority in order for Medius to receive the requested information and/or documentation. If any services by a third-party vendor contracted by Customer is necessary for the execution of Activities or Deliverables, Customer shall manage and coordinate them at Customer's own cost.

6.9 Medius's obligations in relation to Deliverables are conditional on Customer providing us with remote access capabilities, via VPN or corresponding technology, to Customer's infrastructure in a timely fashion, in particular in the presence of Locally Installed Components. If applicable, Customer is responsible for ensuring the existence of and Medius's access to test environments of Customer's systems, including but not limited to, Customer's financial system or ERP system.

7 Fees and Payments

7.1 All fees and prices stated in this Agreement are exclusive of VAT. Except as expressly set forth in this Agreement, all fees are non-cancellable and non-refundable.

7.2 Payment term is thirty (30) days net after date of invoice. Unless otherwise agreed, payment by check is not permitted. Unless otherwise set forth in the Order Form fees for the initial twelve (12) months of the Subscription Term will be invoiced upon execution of the Order Form and thereafter upon the anniversary of each twelve-month period of the Subscription Term.

7.3 In the event of late payment by Customer, where such late payment is not subject to a good faith dispute, Medius shall, without prejudice to any other rights or remedies that Medius may have, be entitled to late payment interest at the rate of eight (8) percent per annum ("**Late Fees**"). Medius shall further be entitled to discontinue the performance of Medius's obligations and suspend the Cloud Service in the event Customer has not paid an outstanding invoice not subject to a good faith dispute within thirty (30) days from when it was due, provided that Medius has sent Customer a written reminder thereof, until all due and outstanding invoices have been paid. If an arbitration award provides that Customer is obliged to pay the disputed fees, Medius shall also be entitled to receive the Late Fees in respect of the previously disputed fees.

7.4 Unless otherwise agreed in writing, Professional Services shall be provided on a time and materials basis at the rates set out in the from time-to-time applicable price list. 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.

7.5 Notwithstanding the foregoing, the following shall apply if Customer orders the Cloud Service from an authorized partner of Medius. In such an event, the partner will set Customer's pricing, payment terms and late fees 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 that Medius may have, 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.

8 Confidentiality

8.1 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 have 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 8;
- 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).

8.2 Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Section 8.1 by its employees, agents and subcontractors. Each Party shall, however, have the right to announce the entering into of this Agreement (and any other agreements in connection therewith) by issuing press releases, on websites or any other means. Section 8.1 and 8.2 shall survive expiry or termination of this Agreement for a period of five (5) years.

9 Assignment and subcontracting

9.1 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 right to receive payment under this Agreement or any part thereof to any third party.

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

10 Intellectual Property Indemnification

10.1 Notwithstanding the limitation of liability set out in Section 11.2, Medius shall pay those costs and direct damages finally awarded against Customer 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 (or those costs and damages agreed to by Medius in a written monetary settlement) and the reasonable costs of defense incurred by Customer in connection therewith, including reasonable attorneys' fees and court costs, provided that:

- a) Customer promptly notifies Medius in writing, no later than thirty (30) days after Customer receive 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:

- e) arises out of any unauthorized use, reproduction, or distribution of the Cloud Service, Documentation, the Deliverables or any Locally Installed Component;
- f) arises out of any modification or alteration of the Cloud Service, Documentation, the Deliverables or any Locally Installed Component by anyone other than Medius;
- g) arises out of the use of the Cloud Service, the Deliverables or any Locally Installed Component in combination with any other software or equipment not approved in writing by Medius
- h) is based on any information, design, specification, instruction, software, service, data, hardware or material not furnished by Medius; or
- i) would have been avoided by use of the then-current version of any Locally Installed Component or if You had followed Our reasonable written instructions.

Further, Medius shall have no liability to Customer if Customer continues to use the Cloud Service, Documentation, the Deliverables or Locally Installed Components after the end of Customer right to use such material.

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



- j) procure the right for Customer to continue using the Cloud Service, Documentation, Deliverables or any Locally Installed Component in accordance with the provisions of this Agreement;
- k) make such alterations, modifications or adjustments to the Cloud Service, Documentation, Deliverables or any Locally Installed Component so that it becomes non-infringing without incurring a material diminution in performance or function;
- l) replace the Cloud Service, Documentation, Deliverables or any Locally Installed Component with a non-infringing substantially similar substitute; or
- m) if neither (i), (j) nor (k) 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, Deliverables or any Locally Installed Component.

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

This Section 10 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, Deliverables or any Locally Installed Component.

11 Limitation of Liability

- 11.1 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.
- 11.2 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 11.2 shall not apply to Medius's indemnification obligations under Section 10 or for any other liability where the exclusion of liability is not permitted under applicable law.
- 11.3 Medius shall have no liability to Customer in respect of any default or claim unless Customer shall have served written notice of the same upon Medius 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.
- 11.4 Each party represents that it has validly entered into this Agreement and that it has the authority to do so. Medius warrants that during the Subscription Term, Medius will perform (i) the Cloud Service using commercially reasonable care and skill in all material respects as described in the Documentation, and (ii) 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 Medius with 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. 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.

12 Security

- 12.1 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.
- 12.2 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.
- 12.3 Medius will on a regular basis audit the security measures taken by Medius and Medius's 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 this Agreement.
- 12.4 Customer agrees to exercise Customer's audit right by instructing Medius to execute the audit as described in section 12.3. 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 Customer Data. 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 Customer's business.

13 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 commotion 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 this Agreement 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.

14 Term & Termination

- 14.1 **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.
- 14.2 **Automatic renewal.** Unless a product subscription is terminated by written notice three (3) months prior to the end of each Subscription Term, the relevant Subscription Term shall be automatically renewed by additional twelve (12) month periods.
- 14.3 Unless otherwise agreed, Medius may increase the subscription fees by up to 5% annually during the initial term and by up to 7% in any renewal term, based on the prior term fees.
- 14.4 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.
- 14.5 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.
- 14.6 **Data retrieval.** Upon the expiration or termination of this Agreement, Medius shall upon request provide Customer with the Customer Data in standardized format at Customer's cost. If Customer requires the Customer Data in another format, Medius undertakes to investigate the possibilities to perform such export. Medius undertakes to store the Customer Data one (1) month after this Agreement's expiration or termination or until any requested transfer of Customer Data has been performed, and the Data will be deleted not later than ninety (90) days thereafter. Notwithstanding the foregoing, Medius may retain back-up copies of Customer Data for a longer period to the extent required for back-up, disaster recovery, archiving, or business continuity purposes, provided that such retained back-up copies remain subject to the terms of this Agreement and are not accessed or used except as necessary for such purposes.
- 14.7 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.
- 14.8 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.
- 14.9 **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.

15 Deliberation, Notices, Governing Law and Arbitration

- 15.1 **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.
- 15.2 This Agreement shall be governed by the laws of Sweden. 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 Swedish.

- 15.3 Notices under this Agreement should be addressed to Medius Sverige AB, Platensgatan 8, 582 20 Linköping, Sweden, Email: financeoperations@medius.com.

16 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 Services 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 16.

17 Processing of Personal Data

- 17.1 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. All terms related to processing of personal data in this Section shall have the meaning ascribed to them in the European General Data Protection Regulation.

To the extent Medius will process personal data on Customer's behalf, Medius will be considered a data processor and Customer will be considered the data controller and all personal data will be processed in accordance with the Data Processing Addendum available at <https://www.mediug.com/sv/trust-center/mediug-go-villkor/> which forms an integral part of this Agreement.

Customer shall ensure that the personal data that Customer supply or disclose to Medius has been obtained fairly and lawfully and that Customer will obtain all necessary approvals from persons whose personal data is being processed and registrations with authorities (as applicable) to permit Customer to transfer the personal data to Medius.

- 17.2 Customer may not provide Medius access to health data or similarly sensitive personal data that impose specific data security obligations for the processing of such data unless specifically agreed between the Parties in writing.

18 Miscellaneous

- 18.1 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.

- 18.2 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.

- 18.3 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.

- 18.4 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.

- 18.5 Notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post or e-mail (such e-mail notice to be confirmed by letter posted within 3 days) to the address or to the e-mail address of the other Party set out in the Order Form. Any notice shall be deemed to have been received when delivered by hand 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.



18.6 **Product specific and special terms.** The terms below are applicable if relevant to Customer’s use of the Cloud Services.

Breaking Changes and updates of Customer ERP system	<p>Breaking Changes. If Medius have not provided the ERP Integration to Customer under this Agreement, Medius may with ninety (90) days prior notification to Customer introduce Breaking Changes and Customer is obliged to make changes to any integration with the Cloud Service not provided by Medius accordingly in a timely fashion. Notwithstanding the aforesaid, Medius may introduce Breaking Changes immediately if Medius deems it necessary due to security, performance or changes to embedded third party software and Medius shall in such case inform Customer as soon as possible of the reasons for introducing the Breaking Changes and Medius will, upon Customer request, promptly provide Customer information related to the new integration API(s) to the extent reasonably necessary for Customer to introduce changes to Customer integrations to secure continued services.</p> <p>Updates of Customer ERP system. If Medius has provided the ERP Integration to Customer, Customer must ensure that Customer update Customer ERP system to a version that is supported by Medius in accordance with Medius from time-to-time applicable requirements (normally at least current and previous version). If this 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 (iii) any additional costs to fulfill any request by Customer will be charged and (iv) Medius will not be liable for any damage incurred due to Customer inability to use the Cloud Service or the ERP Integration.</p>
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.

18.7 **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-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 online helpdesk and other self-service tools are available 24 hours a day 365 days a year for issue logging and resolution tracking. Other support services are available through the Medius Service Center during Business Hours.
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:

<u>PRIORITY LEVEL</u>	<u>DESCRIPTION</u>
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. In respect of Incidents, Medius will respond to the Incidents within a reasonable period of time considering the priority level of the applicable Incident.
6. **Customer Responsibilities**
 - 6.1 Customer is allowed to appoint a certain number of individuals in customer’s organization with the appropriate power of authority to contact and interact with Medius in connection with Technical Support requests (“**Named Customer Support Contacts**”). The maximum number of individuals Customer may appoint depend on Customer’s subscription as further detailed in the Order Form. 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 quarter.
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 quarter for each percentage below 99%. The maximum amount of a Service Credit per calendar quarter shall be twenty (20) percent of such fee. Service Credits shall apply to future invoices only and are forfeited 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 quarter 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 [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).