

Medius Elevate

A Subscription-based Services Offering

Service Descriptions

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Terms of service

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



Medius Elevate Advise

A. Description of Services

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

1. Monthly report with Key Performance Indicators (“KPIs”).
2. Continuous performance monitoring.
3. Quarterly review of new features and enhancements
 - a. Guidance on additional capabilities that You could leverage.
4. One (1) voucher to the annual Medius User Conference.

During the Term (as defined in Your order), Medius will also provide You with up to the quantity of ELEVATE Service hours per calendar quarter (with each quarter consisting of 3 months) specified in Your order to provide any of the following premium services (“Services”) related to Your Medius environment:

1. Providing guidance or training with any of the following:
 - a. Medius APA workflows
 - b. Medius Procurement workflows
 - c. Invoice capture/OCR
 - d. Reports and dashboards
 - e. Integrations
2. Providing guidance on application usage and configuration.
 - a. Providing assistance with configuring Your included modules not yet in use.
3. Providing additional insights about the KPI reports.
4. Providing custom business rules in Medius APA in order to reach higher levels of automation.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Making changes to Your business process flows;
 - b. Making changes to Your integration(s); and
 - c. Migrating data.
6. Medius will provide overall coordination and management of resources related to requests received from You for any Services set out above; provided however, if any individual request from You for any Services set out above exceeds Your contracted Elevate Service hours, You will be required to purchase additional blocks of Service hours, see section E.

B. Your Obligations and Project Assumptions



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

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

1. Your Obligations

- a.** Obtain Medius APA Products under the Main Agreement prior to the commencement of Services under Your order and maintain such for the duration of the Services provided under Your order.
- b.** Provide Medius with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c.** Provide, for all Medius resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct workstations, etc.).
- d.** Provide any notices, and obtain any consents, required for Medius to perform Services.
- e.** Limit Medius's access to any production environments or shared development environments to the extent necessary for Medius to perform Services.
- f.** Be responsible for any QA instances required by Medius.
- g.** Be responsible for user acceptance testing ("UAT").
- h.** Be responsible for Your organizational change enablement and communication activities.
- i.** You may cancel or reschedule a previously planned Activity up to five (5) days prior to the scheduled start date. If the Activity is cancelled or rescheduled by You within five (5) days, we will make commercially reasonable efforts to reallocate our work and together with you reschedule the Activity. For the situation where we're not able to reallocate our work we will charge the full price for the planned Activity and You have the choice to 1) not schedule the Activity again or 2) schedule the Activity at a new date which is then charged at full price in addition to the cancelled Activity.
- j.** Provide Medius with dedicated user access to Your systems necessary for the performance of Services.
- k.** Be responsible for any third-party payment processor fees and/or services.



2. Project Assumptions

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

C. Expenses

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

D. Unused Services

The maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Medius to provide Services set out in the above Description of Services after the Term, Medius and You must mutually agree upon a separate order for such Services.

You must give Medius reasonable time to schedule the service hours before the end of the quarter.

If the last quarter of the Term is less than three (3) months, the quarterly Service hours for the last quarter will be pro-rated by Medius.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter ("Extended Hours"). Medius will invoice You for any such Extended Hours in blocks of four (4) hours.



F. Primary Point of Contact

You agree to designate only one (1) primary contact who will work together with Medius to facilitate an efficient delivery of Services. Additional designated contacts authorized by You may contact Medius, and You agree that any such contact will utilize Service hours.



Medius Elevate Optimize

A. Description of Services

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

1. Monthly report with Key Performance Indicators (“KPIs”) and trends.
2. Annual health check report and performance improvement workshop.
3. Continuous performance monitoring.
4. Quarterly review of new features and enhancements
 - a. Guidance on additional capabilities that You could leverage.
5. Two (2) vouchers to the annual Medius User Conference.

During the Term (as defined in Your order), Medius will also provide You with up to the quantity of ELEVATE Service hours per calendar quarter (with each quarter consisting of 3 months) specified in Your order to provide any of the following premium services (“Services”) related to Your Medius environment:

1. Providing guidance or training with any of the following:
 - a. Medius APA workflows
 - b. Medius Procurement workflows
 - c. Invoice capture/OCR
 - d. Reports and dashboards
 - e. Integrations
2. Providing guidance on application usage and configuration.
 - a. Providing assistance with configuring Your included modules not yet in use.
3. Providing additional insights about the KPI reports.
4. Providing custom business rules in Medius APA in order to reach higher levels of automation.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Making changes to Your business process flows;
 - b. Making changes to Your integration(s); and
 - c. Migrating data.
6. Medius will provide overall coordination and management of resources related to requests received from You for any Services set out above; provided however, if any individual request from You for any Services set out above exceeds Your contracted Elevate Service hours, You will be required to purchase additional blocks of Service hours, see section E.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and



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

1. Your Obligations

- a.** Obtain Medius APA Products under the Main Agreement prior to the commencement of Services under Your order and maintain such for the duration of the Services provided under Your order.
- b.** Provide Medius with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c.** Provide, for all Medius resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct workstations, etc.).
- d.** Provide any notices, and obtain any consents, required for Medius to perform Services.
- e.** Limit Medius’s access to any production environments or shared development environments to the extent necessary for Medius to perform Services.
- f.** Be responsible for any QA instances required by Medius.
- g.** Be responsible for user acceptance testing (“UAT”).
- h.** Be responsible for Your organizational change enablement and communication activities.
- i.** You may cancel or reschedule a previously planned Activity up to five (5) days prior to the scheduled start date. If the Activity is cancelled or rescheduled by You within five (5) days, we will make commercially reasonable efforts to reallocate our work and together with you reschedule the Activity. For the situation where we’re not able to reallocate our work we will charge the full price for the planned Activity and You have the choice to 1) not schedule the Activity again or 2) schedule the Activity at a new date which is then charged at full price in addition to the cancelled Activity.
- j.** Provide Medius with dedicated user access to Your systems necessary for the performance of Services.
- k.** Be responsible for any third-party payment processor fees and/or services.

2. Project Assumptions



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

C. Expenses

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

D. Unused Services

The maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Medius to provide Services set out in the above Description of Services after the Term, Medius and You must mutually agree upon a separate order for such Services.

You must give Medius reasonable time to schedule the service hours before the end of the quarter.

If the last quarter of the Term is less than three (3) months, the quarterly Service hours for the last quarter will be pro-rated by Medius.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter ("Extended Hours"). Medius will invoice You for any such Extended Hours in blocks of eight (8) hours.



F. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Medius to facilitate an efficient delivery of Services. Additional designated contacts authorized by You may contact Medius, and You agree that any such contact will utilize Service hours.

