

Medius Master Cloud Subscription and Services Agreement for online orders

THIS MEDIUS MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING CUSTOMER'S SUBSCRIPTION AND USE OF MEDIUS PRODUCTS THAT ARE ORDERED ONLINE, INCLUDING ANY FREE TRIALS, SUBSCRIBED FOR BY THE CUSTOMER.

PLEASE REVIEW THESE MEDIUS TERMS AND CONDITIONS CAREFULLY. ONCE ACCEPTED, THESE MEDIUS TERMS AND CONDITIONS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND MEDIUS.

THE SERVICES ARE EXCLUSIVELY DESIGNED FOR BUSINESS USE AND ARE NOT AVAILABLE TO CONSUMERS. INDIVIDUALS SUBSCRIBING TO THE SERVICE MUST DO SO IN A BUSINESS-TO-BUSINESS (B2B) CONTEXT ONLY. BY ACCEPTING THESE TERMS AND CONDITIONS, THE USER WARRANTS AND REPRESENTS THAT THE SERVICES WILL BE USED STRICTLY FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL USE.

1 Definitions

1.1 **"Agreement"** means this Medius Master Cloud Subscription and Services Agreement.

"Cloud Service" means the online, web-based services as subscribed for by the Customer, that enables the Customer and its Users to manage and account for professional expenses.

"Customer" means the legal entity or individual that subscribe for the services 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.

"Medius" means Expensya SAS, registered address at 33, rue du Louvre, 75002 Paris, registered under number 810 794 610, RCS Paris. .

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

"Subscription Term" means the term of each ordered product subscription as the Customer has subscribed for.

2 Scope of Services

2.1 **Scope.** Medius shall provide the Customer with the Cloud Service, subject to Customer's payment of all applicable fees (if any) 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. 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. Upon the termination or expiration of this Agreement, Customer's right to use the Cloud Service 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 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 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. 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 by any third party or for providing services to any third party, unless explicitly permitted in this Agreement, is strictly prohibited.

- 3.5 All ownership rights, intellectual property rights and other proprietary rights relating to the Cloud Service 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 may also use Customer Data for the purpose of automated learning essential to Medius's recognition technology. 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 our 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 Right of withdrawal

Customers who qualify under the provisions of the French Consumer Code have the right to withdraw from this Agreement within **14 working days** from the date of its conclusion. However, this right of withdrawal is excluded for service Agreements where performance has begun, with the Customer's consent, before the end of the withdrawal period.

The Customers benefiting from the right of withdrawal are, (i) Consumers and (ii) Professionals when the contract is concluded off-premises, when it does not fall within the professional's main field of activity and when the number of employees employed by the professional is less than or equal to five (C. consom., art. L. 221-3).

The right of withdrawal may be exercised by contacting Medius's support team via its online chat services.

Professional Customers who doesn't qualify under the second paragraph of this article do not benefit from the right of withdrawal provided by the French Consumer Code.

Reimbursement. If the Customer is entitled to the right of withdrawal and decides to subscribe to the Services on a paid basis during the withdrawal period, voluntarily paying for said Services (which are otherwise offered free of charge for 30 days), Medius must reimburse the Customer for the full amount paid, including delivery costs, without undue delay and no later than 14 days from the date on which Medius is informed of the Customer's decision to withdraw.

All reimbursement requests should be sent to Medius's sales administration team via email, at adv@medius.com. The Customer is informed that they may benefit from a free 30-day trial period of the Services (unless ordering additional services, such as training, special developments, etc.) which begins simultaneously with the withdrawal period. Therefore, even if the 14-day withdrawal period is exceeded, the Customer may still, before the end of the 30-day period, choose not to continue using the Services, ensuring that no costs are incurred. No action is required from the Customer to discontinue the free trial. If the Customer wishes to continue, they may subscribe online or contact the support team.

6 Fees and Payments

- 6.1 Customer shall pay the subscription fees by credit card, wire transfer or direct debit. 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.

In the event of late payment by Customer, where such late payment is not subject to a good faith dispute, without prejudice to any other rights or remedies that Medius may have, Medius shall, where such late payment is not subject to a good faith dispute, 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 its 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 a court 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 Confidentiality

- 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 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 7;
 - 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 this Section 7 by its employees, agents and subcontractors. This Section 7 shall survive expiry or termination of this Agreement for a period of five (5) years.

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, 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 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 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.
- 10.3 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 10.3 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 have 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.
- 10.4 Each Party represents that it has validly entered into this Agreement and that it has the authority to do so.
- 10.5 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 LIABILITY 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.

- 10.6 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, accidents, civil unrest and other events outside the Party's reasonable control. 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 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.

12 Term & Termination

- 12.1 **Agreement term.** This Agreement shall enter into force upon the Subscription Term start date and shall continue in force until the end of the Subscription Term, when it will automatically terminate unless the subscription is renewed in writing by the parties.
- 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, Customer Data in back-ups may be retained in accordance with Medius's standard back-up routines for up to two years following termination of this Agreement, provided such back-ups are maintained in a secure manner;
- 12.5 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.
- 12.6 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

- 13.1 This Agreement shall be governed by the 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 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 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.
- 15.2 Should Medius process personal data as data controller, such data will be processed in accordance with the Medius privacy policy available at <https://www.medius.com/legal/privacy/>.

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.
- 16.2 Medius may update the terms of this Agreement from time to time. Medius will provide you with notice of any material updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws and regulations. The current, up to date version of this Agreement will be available at <https://www.medius.com/legal/agreements/>. Notices for material updates to the terms of this Agreement will be given through the Cloud Service . Following such notice, your continued use of the Cloud Service on or after the date the updated version of this Agreement is effective and binding constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Cloud Service immediately. 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 (if to the Customer) e-mail to the address or to the e-mail address of the Customer provided upon subscription of the Cloud Service. 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 in writing.

APPENDIX 1 TO MEDIUS MASTER CLOUD SUBSCRIPTION AND SERVICES AGREEMENT

1 Definitions

Definitions of terms used in this appendix 1 are set out in clause 1 of the Agreement.

2 Provision of Support for the Cloud Service

- 2.1 Customer may reach out to Medius's customer service via its online chat services for requests related to Incidents. The chat service are normally available during business hours.

"Incidents" shall for the purposes of this Agreement mean 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.

3 Customer Cooperation

- 3.1 Customer shall timely provide Medius with necessary and accurate information and documentation reasonably requested in order for Medius to fulfill its obligations hereunder. Medius will not be responsible for any deficiency in performing its obligations if such deficiency results from Customer's failure to provide cooperation as set out herein. Should Medius's ability to fulfill its obligations be affected by any products or services rendered by a third party to Customer, Customer is responsible to retain the information and documentation Medius requests .
- 3.2 Customer shall ensure that the personnel used by Customer for the cooperation with Medius has appropriate competence and training for assigned tasks in order for Medius to receive any requested information and/or documentation.
- 3.3 Customer shall notify Medius of Incidents without undue delay following detection thereof. Such notification shall be made in accordance with Section 3.4
- 3.4 When reporting an Incident Customer shall, where applicable, provide Medius with information reasonably requested, including the following information in English:
- a) the name of the person reporting the Incident;
 - b) a short description of the Incident and how it is manifested;
 - c) how the Incident can be reproduced or verified;
 - d) in what situations the Incident occurs;
 - e) the type of browser or device used (PC, smart phone etc.);
 - f) the effects of the Incident: and
 - g) any other relevant information (screen-prints, logs etc.).
- 3.5 Incidents may only be reported for production tenants (i.e. not test, training or non-production tenants).
- 3.6 Specific for AI-based products/features
- a) 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 3.6.

- b) "**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.

- c) 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 not representations or warranties and provides no indemnities with respect to Outputs.

3.7 Free trials

In the event that the 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.