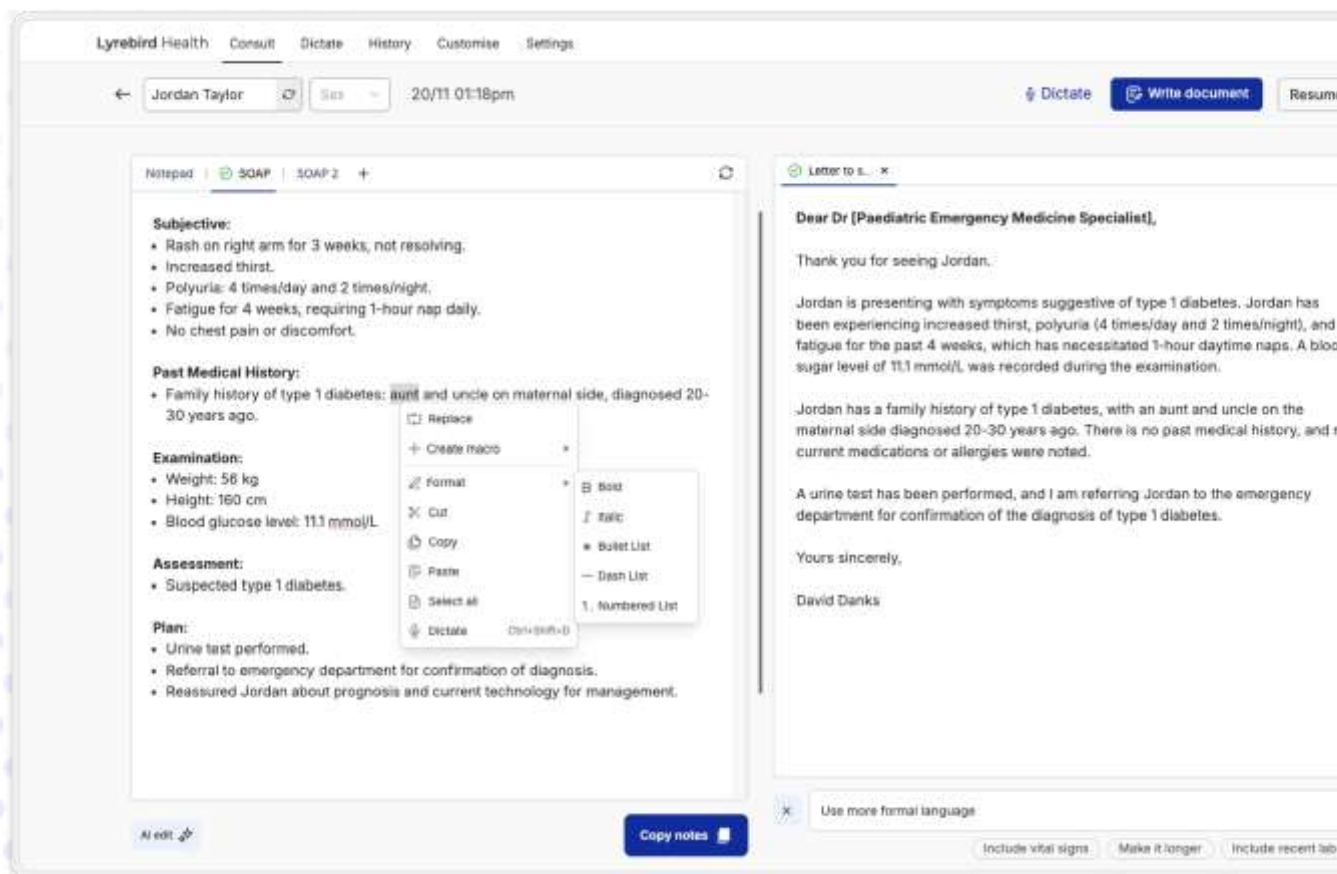




Enterprise Service Level Agreement (SLA)

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Subsidio Pty Ltd trading as Lyrebird Health and [Customer] for the provisioning of the Lyrebird AVT solution ("Service").

This Agreement outlines the parameters of all services covered as the primary stakeholders mutually understand them.

2 Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

"Service Provider": Lyrebird Health

"Customer": [Customer]

3 Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1 Service Scope

The following Services are covered by this Agreement;

- Monitored email support
- Monitored in-app support
- Planned or emergency on-site assistance
- Ongoing systems monitoring

3.2 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Reasonable availability of Customer representative(s) when resolving a service related incident or request.

3.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

3.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

4 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Email support: Monitored 9am to 5.30pm Monday – Friday (UK Business hours)
- In-app support: Available 24/7. Support queries received outside of UK office hours will be collected, and may be responded to by our global team supporting Asia Pacific region, however no action may be guaranteed until the next working day.

4.2 Support Ticket Priority

When a ticket is raised with our Helpdesk, a priority is assigned according to the severity and frequency of the support ticket.

Severity: The severity level is determined depending on how much functionality is affected:

Severity	Definition
Sev-1 (High)	Total/severe loss of business functionality, complete section/department affected, potential major clinical risk.

Sev-2 (Medium)	Partial loss of business functionality.
Sev-3 (Low)	Minor issue that does not impact business functionality.

Frequency: The impact level is determined depending on the number of users affected:

Frequency	Definition
High	Whole organisation, facility, site or multiple sites; single large/multiple business units impacted.
Medium	Group of users or one site affected.
Low	One user was affected.

Priority: The following matrix explains how frequency and severity are used to determine the **priority** of an incident or request:

		Frequency		
		Low (One User)	Medium (some users)	High (most users)
Severity	Low (No loss of functionality)	5	4	3
	Medium (Partial loss of functionality)	4	3	2
	High (Severe loss of functionality)	3	2	1

Once a priority has been assigned to a case, a target response, update frequency and resolution will be established to ensure that we provide the best service possible. The following are for Incidents and Requests:

Defect Level	Respond	Update Frequency*	Resolve*
1	1 hour	Once every hour	< 4 hours
2	3 hours	Once every 3 hours	< 24 hours
3	6 hours	Once per day	< 2 days
4	12 hours	Once every two days	< 3 days
5	2 days	Once per week	< 5 days

*For issues that do not require escalation to Lyrebird Development teams, or escalation to a 3rd party provider.

5 Support

5.1 Technical

Lyrebird has a single point-of-access Helpdesk, where dedicated first-line support will be provided within the designated hours of support. Remote assistance will be provided in-line with the above timescales, dependent on the priority of the support request.

When a customer contacts our Helpdesk (either via email or online via the Lyrebird in-app Support Suite), a classification is assigned to the call/request, according to its severity, which determines acknowledgement and resolution times.

Technical support is provided by a dedicated Support Team, consisting of Helpdesk Technical Consultants, backed up by Development Consultants and Application Consultants, headed by a Helpdesk Manager.

5.2 Escalation Path

Lyrebird has a viable and established escalation procedure in place throughout the lifecycle of any project.

1. Support Helpdesk – Queries/issues should always be logged with the Helpdesk in the first instance.

2. Customer Support Lead – Where the Helpdesk is unable to resolve the issue or provide the necessary support within the SLA.
3. Account Manager or Customer Success Manager – Where the Customer Support Lead is unable to provide a satisfactory resolution.
4. GTM Director (UK/I) – Where the Account Manager or Customer Success Manager is unable to provide a satisfactory resolution. Lyrebird Leadership may also be involved subject to GTM Director's discretion.

5.3 Project Team and Account Manager

During the contract, the dedicated Lyrebird Account Manager or Customer Success Manager will regularly liaise with the Customer, to discuss any outstanding issues and to keep the Customer's own Project Team up to date with any proposed software developments.

5.4 Support with Upgrades/Added Features

We will work with the Customer to implement upgrades that best fit your organisation's needs. Upgrades are coordinated by an assigned Customer Success Manager. Once the upgrade is implemented, training and support are provided as usual.

We will continually liaise with the Customer to keep you up to date with releases and our roadmap.

5.5 Performance Monitoring

Throughout the contract, a Lyrebird Account Manager or Customer Success Manager will work with the Customer to ensure that our platform performs to the required standard and is optimised for the Customer's requirements.

Our Customer Success team will establish and agree upon a regular meeting cadence with the customer following the go-live phase to ensure ongoing support and alignment.

In order to monitor ROI/performance and identify future-cost saving opportunities, we can offer to the Customer:

- Performance analyses: Reports on the utilisation and performance of the Lyrebird platform can be made available. These reports can focus on the areas the Customer is trying to improve, or highlight areas that may require additional training and/or are struggling to realise the benefits of the solution. The reports can also highlight those departments/users that are excelling in the use of the Lyrebird platform and are able to assist others.
- Customer service reviews: Opportunity to discuss product developments

and the Customer's strategy, ensuring these two aspects are aligned, providing the basis for future cost savings and product direction. Management of performance is reviewed against baseline measurable.

6 Service Levels

6.1 System Availability

The Lyrebird platform is hosted within a virtual private cloud on the AWS infrastructure, which ensures 99.9% availability and is consistently listed at the top of the uptime reports. We are experienced in providing a system that operates 24 hours a day, 7 days a week. A number of our clients have organisation-wide deployments, and we are actively monitoring peak usage to ensure availability.

The Lyrebird platform is still available for use whilst backups of the database are taking place. The Lyrebird platform is actively monitored 24 hours a day, 7 days a week and if notifications are in place to alert the core services team of any availability issues, so we can address them immediately and provide our customers with timely notification if required. For audit and reporting purposes, we can provide, upon request, incident reports of issues that affect customers.

By running continuous performance tests, we are able to ensure each implemented feature adheres to industry acceptable performance and loading times.

6.2 Reporting

The usage and performance of our platform can be monitored and evaluated by the Customer in real time using the platform's Lyrebird reporting module.

In relation to uptime statistics and issue response times, this information is not serviced up in the platform but is captured and available on request. This can be provided to the customer periodically or ad-hoc on request.



TERMS AND CONDITIONS (T&Cs)

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) **Agreement** means this Agreement consisting of the Contract Details, Terms and Conditions and any Schedules.
- (b) **CEDR** means the Centre for Effective Dispute Resolution (CEDR) (or if that organisation ceases to exist then a similar organisation nominated by that party referring the dispute to mediation).
- (c) **CEDR Guidelines** means the CEDR Model Mediation Procedure in force at the time of the dispute, as published by the CEDR, the terms of which are deemed incorporated in this agreement.
- (d) **Business Day** means any day on which trading banks are open for business in London, England other than a Saturday, Sunday or public holiday.
- (e) **Claim** means in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, howsoever arising and whether present, unascertained, immediate, future or contingent.
- (f) **Client** means the person(s) or entity specified in the Contract Details.
- (g) **Commencement Date** means the date upon which the Term commences as specified in the Contract Details.
- (h) **Confidential Information** means any information that is by its nature confidential, is designated by a party as confidential or is received by a party on the understanding that it is confidential, irrespective of whether that information was disclosed before, on or after the date of this Agreement, but does not include information that is:
 - (i) publicly known for reasons other than as a result of a party's breach of this Agreement;
 - (ii) independently known by the receiving party prior to disclosure; or
 - (iii) created or received by a party without access to the other party's Confidential Information.
- (i) **Consequential Loss** means:
 - (i) indirect or consequential loss not arising as a natural consequence of a breach or other event giving rise to liability of a party;
 - (ii) any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity; or
 - (iii) loss of data, other than loss of data arising out of any obligation of a party under this Agreement to store or protect data of the other party.
- (j) **Contract Details** means Sections 1 to 8 of this Agreement.
- (k) **Fees** means the fees set out in Section 6 of the Contract Details.
- (l) **Handles** means collects, uses, discloses or holds.
- (m) **Intellectual Property Rights or IP** means:
 - (i) statutory and other rights in respect of trade marks, patents, copyright, designs, circuit layouts, plant varieties, and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 whether or not such rights are registered or capable of being registered;
 - (ii) any application or right to apply for registration of, provisional applications for, claim of priority from, continuation of or division of any of the rights referred to in paragraph (i);
 - (iii) rights to use and protect the confidentiality of Confidential Information; and

- (iv) rights or registrations in respect of business names, company names, social media accounts or domain names, which may subsist in the United Kingdom or elsewhere but does not include Moral Rights,
- and
- (v) any rights against any third party in connection with the rights listed above.
- (n) **Loss** means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.
- (o) **Lyrebird Health Scribe Tool Service** as defined in Section 4 of the Contract Details.
- (p) **Lyrebird Health Client Notes** means clinical notes generated through the Lyrebird Health Scribe Tool.
- (q) **Lyrebird Health Website** – www.lyrebirdhealth.com
- (r) **Month** means a calendar month.
- (s) **Moral Rights** means moral rights under Chapter IV of the Copyright, Designs and Patents Act 1988 (UK) , and any similar rights existing under foreign law.
- (t) **Patient Consent** means obtaining a patient's express written consent to Handle patient Personal Information as required under relevant Privacy Laws.
- (u) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (v) **Personnel** includes officers, directors, employees, agents, subcontractors and their respective Personnel in connection with this Agreement.
- (w) **Practitioner** means employees or contractors of the Client (or its Related Bodies Corporate) who are or will be nominated by the Client as an authorised user of the Lyrebird Health Scribe Tool Service and who will pay the Fee.
- (x) **Practitioner Generated Content** means content generated through the Practitioner's use of the Service which will include Personal Information of a patient.
- (y) **Practitioner Lyrebird Health Terms of Use** are found in Schedule A and as updated from time to time on the Lyrebird Health Website.
- (z) **Privacy Laws** means all privacy and data protection laws applicable to the collection, use, disclosure, storage or other dealing with Personal Information in connection with this Agreement.
- (aa) **Related Body Corporate** has the same meaning as in section 9 of the *Companies Act 2006*.
- (bb) **Seat** in the context of calculating the Fee refers to a Practitioner / nominated user of the Lyrebird Health Scribe Tool Service.
- (cc) **Section** means a section set out in the Contract Details.
- (dd) **Service** means Lyrebird Health Scribe Tool Service.
- (ee) **Fee** means the fee(s) charged for the service to be provided as specified in the Contract Details.
- (ff) **Term** means the term of this Agreement specified in the Contract Details.
- (gg) **Terms and Conditions** means the section of this Agreement headed "Terms and Conditions" consisting of clauses 1 to 14.
- (hh) **Terms of Use** means Lyrebird Health's terms of use for access by the Practitioner to the Lyrebird Health Scribe Tool Service.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules
- (b) and all schedules as novated, amended, supplemented, varied or replaced from time to time;

- (c) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (d) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally; and
- (g) a reference to £ or pounds refers to the lawful currency of the United Kingdom from time to time.
- (h) In this Agreement words such as "including" and similar expressions are not and must not be treated as words of limitation.

2. LYREBIRD HEALTH OBLIGATIONS & RIGHTS

- 2.1 Lyrebird Health will provide the Lyrebird Health Scribe Tool Service to the Client's Practitioners during the Term.
 - 2.2 In delivering the Service, Lyrebird Health must:
 - (a) use its reasonable endeavours to implement and maintain appropriate technical and organisational measures to ensure the security of Lyrebird Health Client Notes, Practitioner Generated Content or any data, content or materials that is entered into or accessed from the Lyrebird Health Scribe Tool Service by a Practitioner that is stored on Lyrebird Health's platform, including protection against unauthorised or unlawful access, cyberattacks, data breaches, or any other forms of security vulnerabilities;
 - (b) in the event of an actual or suspected security breach or cyberattack involving any Lyrebird Health Client Notes, Practitioner Generated Content or any data, content or materials that is entered into or accessed from the Lyrebird Health Scribe Tool Service by a Practitioner, must promptly take all reasonable steps to mitigate the impact of the breach, restore the security of its platform, and inform the Client of the actual or suspected breach or cyberattack; and
 - (c) ensure that any Lyrebird Health Client Notes, Practitioner Generated Content or any data, content or materials that is entered into or accessed from the Lyrebird Health Scribe Tool Service by a Practitioner stored on Lyrebird Health's platform is, at all times, kept in the United Kingdom, the European Economic Area (EEA) or Australia and is not exported to any location outside (including for any maintenance or archival purposes).
 - 2.3 Lyrebird Health is solely responsible for the development, operation and maintenance of the Lyrebird Health Scribe Tool Service. It is not responsible for any Practitioner Generated Content.
 - 2.4 Lyrebird Health acknowledges that all Practitioner Generated Content within the Lyrebird Health Scribe Tool Service will be treated by Lyrebird Health as Confidential Information of the Client.
 - 2.5 Lyrebird Health reserves the right to immediately and without prior notice to the Client to withdraw access to the Service by any Practitioner who is in breach or, based on reasonable grounds, perceived to be in breach of the Practitioner Lyrebird Health Terms of Use.
- ## **3. CLIENT OBLIGATIONS & RIGHTS**
- 3.1 The Client may, at its sole discretion, nominate Practitioners who are authorised to use the Lyrebird Health Scribe Tool
 - 3.2 The Client will ensure that all patients with whom a Practitioner uses the Service provides the required Patient Consent, which includes establishing and maintaining a reasonable process for obtaining and maintaining up to date Patient Consent.
 - 3.3 The Client acknowledges and accepts that all nominated Practitioners will be asked to accept the Practitioner Lyrebird Health Terms of Use during the Service registration process.

- 3.4 The Client accepts responsibility for any breach of the Practitioner Lyrebird Health Terms of Use by any of its Practitioners and acknowledges that a breach of the Practitioner Lyrebird Health Terms of Use is deemed a breach of this Agreement.

4. INTELLECTUAL PROPERTY LICENCE

- 4.1 For the Term of this Agreement, Lyrebird Health grants to the Client a non-exclusive and non-transferable licence for its Practitioners to use those Intellectual Property Rights of Lyrebird Health that are necessary for a Practitioner to use the Service.
- 4.2 The Client agrees that the Lyrebird Health Scribe Tool developed by Lyrebird Health or under the direction of Lyrebird Health shall remain the sole and complete property of Lyrebird Health, whether such property is tangible or in the nature of Intellectual Property Rights (including copyright and rights of Confidential Information).

5. REPRESENTATIONS & WARRANTIES

- 5.1 Each party represents and warrants that it has full power, authority and legal capacity to enter into this Agreement and perform its obligations under this Agreement.
- 5.2 Lyrebird Health represents and warrants that:
- (a) it has all necessary right, title and interest in Lyrebird Health Scribe Tool Service to grant the licence in clause 4.1; and
 - (b) the use of the Lyrebird Health Scribe Tool Service does not and will not contravene any laws and/or infringe the rights of a third party (including any Intellectual Property Rights).
- 5.3 Except as documented in this Agreement, to the extent permitted by Law all terms, warranties, undertakings, inducements and representations made by Lyrebird Health and the Client are excluded from this Agreement.

6. DISCLAIMERS

- 6.1 The Client acknowledges and accepts in respect of the Lyrebird Health Client Notes that:
- (c) Practitioners must review the Lyrebird Health Client Notes and make such changes to them, so they are an accurate summary of the patient consultation.
 - (d) Practitioners must accept responsibility for the final version of the Lyrebird Health Client Notes.
 - (e) Lyrebird Health Client Notes are generated using Artificial Intelligence technology, which although constantly evolving and improving is not guaranteed to be perfect or completely accurate.

Without limiting any representations or warranties given by Lyrebird Health under this Agreement, the Client acknowledges and accepts that:

- (a) Lyrebird Health does not supervise or control content that forms the basis of Lyrebird Health Client Notes. Practitioner Content is derived from the Practitioner's dialogue with the patient.
- (b) the Service provides a summary of the Practitioner consultation, which the Practitioner may edit, include more or less detail and include the Practitioner's notes.
- (c) the Practitioner is responsible for the final version of the Lyrebird Health Client Notes that are stored in the Practitioner's client health record.
- (d) Lyrebird Health will not be liable for any Loss in connection with provision of the Service, or for the Lyrebird Health Client Notes or related content that is entered into or accessed from the Lyrebird Health Scribe Tool Service by a Practitioner or anyone else, except where the Loss arises from or in connection with the negligence or wilful misconduct of Lyrebird Health or Lyrebird Health's breach of its obligations under clause 2.2 of these Terms and Conditions.
- (e) Lyrebird Health will not be liable for any Loss in connection with use of the Service by a Practitioner or anyone else, except where the Loss arises from or in connection with the negligence or wilful misconduct of Lyrebird Health or Lyrebird Health's breach of its obligations under clause 2.2 of these Terms and Conditions.
- (f) The initial features of the Service may be altered at any time in response to feedback

from users of the Service or for other reasons.

- (g) To the extent permitted by law, the disclaimers above are not restricted or modified by any of the specific warnings or disclaimers set out below.
- (h) The Consumer Rights Act 2015 and other applicable UK consumer protection laws may confer rights and remedies on you in relation to our provision of the Service which cannot be excluded, restricted or modified ("Non-Excludable Rights"). We do not exclude or limit any such Non-Excludable Rights, but to the fullest extent permitted by law, we exclude all other warranties, conditions and terms implied by law, statute or custom.
- (i) Except as provided for by the non-excludable rights and the warranties given by Lyrebird Health under this Agreement:
 - (i) the Service is provided to you without warranties of any kind, either express or implied; and
 - (ii) we do not warrant that the Service will be complete or free from all errors.
- (j) With the exception of non-excludable rights or the provisions in clause 8.2(d), under no circumstances (including but not limited to any act or omission on our part or on the part of Lyrebird's Health's Personnel) will Lyrebird Health be liable for any direct Loss.
- (k) To the extent permitted by law, under no circumstances (including but not limited to any act or omission on our part or on the part of Lyrebird's Health's Personnel) will Lyrebird Health be liable for Consequential Loss.
- (l) To the fullest extent permitted by law, Lyrebird Health's liability for breach of an implied warranty or condition, which cannot be excluded, is limited at Lyrebird Health's option to (i) repayment of the fees paid by the Practitioners over the past 12-months immediately prior to a Claim; or (ii) Lyrebird Health's provision of the Service to the Client's Practitioners again.

7. FEES

- 7.1 The Client agrees to pay the Fee for Lyrebird Health Scribe Tool Service as set out in this Section 6.
- 7.2 Lyrebird Health reserves the right (after the Term), by providing at least 60 days prior written notice of any change to the Client:
 - (a) to increase the Fee, and/or
 - (b) to adjust the Fee structure to charge for use of specific features, which change(s) will take effect from the date of the next renewal or extension of the Term.
- 7.3 All Fees payable under this Agreement are expressed exclusive of any applicable value added tax ("VAT"). Provided Lyrebird Health has issued a valid VAT invoice, the Client shall pay to Lyrebird Health an additional amount equal to the prevailing VAT rate, payable at the same time and in the same manner as the Fees.

8. LIABILITY

8.1 Client use

- (a) The Client shall be solely responsible for:
 - (i) any Loss suffered or incurred by the Client, its Personnel, and/or by any third party;
 - (ii) any Claim made against the Client or Lyrebird Health by a third party, to the extent directly arising out of the Client's breach of the Terms and Conditions.
- (b) The Client shall fully indemnify and keep indemnified Lyrebird Health from and against Loss suffered or incurred by Lyrebird Health directly to the extent arising out of the Client's use (including use by Client Personnel) of Lyrebird Health Scribe Tool Service, where the use is in breach of the Terms and Conditions.
- (c) The Client's obligation to indemnify Lyrebird Health will be reduced to the extent that Lyrebird Health contributed to the Loss or failed to take reasonable steps to avoid or mitigate the Loss.

- (d) The Client acknowledges that Lyrebird Health will not be responsible or held liable for any Loss to the Client or a third party that may arise from the use of, or reliance on Lyrebird Health Scribe Tool Service that has been modified by the Client or anyone else, to the extent that the modification has caused or contributed to the Loss.

8.2 Limitation of Liability

- (a) Subject to clause 6.2(j), 6.2(k) and 8.2(d) and to the extent permitted by law, each party's aggregate liability to the other party for any Loss arising out of or in connection with this Agreement shall not exceed 100% of the Fees paid or payable by the Practitioners to Lyrebird Health during the 12-month period immediately preceding the Loss, regardless of the cause or form of action.
- (b) To the extent permitted by Law, under no circumstances will either party be liable for any Consequential Loss.
- (c) The limitations and exclusions in clause 6.2(j), 8.2(a) and (b) shall apply whether the action, claim or demand arises from breach of contract, tort (including negligence) or under any other theory or liability.
- (d) Clause 8.2(a) does not apply to, and shall not limit:
 - (i) Lyrebird Health's liability for breach of its obligations under clause 2.2 of these Terms and Conditions;
 - (ii) any party's liability for death or personal injury caused by that party or its Personnel;
 - (iii) any party's liability for fraud (including fraudulent misrepresentation), negligence or wilful misconduct; or
 - (iv) any party's liability for violation of Intellectual Property Rights.

9. CONFIDENTIALITY, PRIVACY & DATA

- 9.1 Subject to clause 9.4, each party must hold in strictest confidence all Confidential Information of the other party.
- 9.2 No person may use Confidential Information disclosed by the other party for a purpose other than contemplated by this Agreement and must not permit or assist any person to make any unauthorised use of the other party's Confidential Information.
- 9.3 Either party may disclose Confidential Information of the other party:
 - (a) to its legal and professional advisors in connection with this Agreement;
 - (b) as required by applicable law;
 - (c) to the party's Related Bodies Corporate and service providers who have a need to know such information but only to the extent of such need, and with strict enforceable confidentiality obligations in place, or
 - (d) with the prior written consent of the other party.
- 9.4 Each party must ensure that their Personnel comply with this clause 9 and is responsible for any breach by its own Personnel or Personnel of a Related Body Corporate of any obligations in clause 9.
- 9.5 Each party is entitled to enforce its rights under this clause by specific performance or other injunctive proceedings.
- 9.6 The parties agree to treat any Personal Information disclosed to them by the other party in connection with the Agreement in accordance with the obligations set out in relevant Privacy Laws.
- 9.7 Without limitation to any other obligation under this Agreement, Lyrebird Health must take all reasonable steps to ensure that any Personal Information disclosed to it in connection with this Agreement, including through the Lyrebird Health Scribe Tool, is protected against unauthorised or unlawful access, misuse or disclosure. If Lyrebird Health becomes aware of any such unauthorised or unlawful access, misuse or disclosure, it must immediately notify the Client in writing and disclose details of the incident.
- 9.8 Lyrebird Health acknowledges that the Client exclusively owns all rights to the Lyrebird Health Client Notes, Practitioner Generated Content or any data, content or materials that is entered

into or accessed from the Lyrebird Health Scribe Tool Service by a Practitioner, including any Intellectual Property Rights.

10. TERMINATION

- 10.1 This Agreement shall only be terminated:
- (a) as set out in the Contract Details;
 - (b) by written agreement between the parties;
 - (c) if either Lyrebird Health or the Client fails to rectify any material breach of the Terms and Conditions within 30 days of the service on the other of a written notice requiring rectification of the breach; or
 - (d) upon either Lyrebird Health or the Client entering into receivership, liquidation or any other form of insolvency administration.
- 10.2 As soon as practicable after expiry or termination of this Agreement, Lyrebird Health must, at the election of the Client, return to the Client or destroy copies of all Confidential Information and Personal Information of the Client, Practitioners and their respective patients, that is in the possession or control of Lyrebird Health.

11. DISPUTE RESOLUTION

- 11.1 Neither party may commence any court or arbitration proceedings relating to a dispute unless it has complied with the provisions of this clause 11, except to seek urgent interlocutory relief.
- 11.2 A party claiming that a dispute has arisen must promptly notify the other party in writing by giving details of the dispute. The parties must use reasonable endeavours to resolve any dispute by escalating the dispute to their respective managing directors or similar persons and ensuring that its representatives use reasonable efforts to resolve the dispute.
- 11.3 If the parties are not able to resolve the dispute in accordance with clause 11.2 within 20 Business Days from the date of notification, either party may immediately refer the dispute to mediation and the parties will use reasonable endeavours to resolve the dispute following the CEDR Guidelines. Each party must bear its own costs in relation to complying with this clause 11, except for the costs and expenses of mediation, which will be borne by the parties equally.

12. NOTICES

- 12.1 A notice required or permitted to be given by one party to another under this Agreement must be in writing addressed to the contact details of the other party, and will be treated as being duly given and received:
- (d) in the case of notification by electronic mail, immediately if before 5.00pm on a Business Day; or if after 5.00pm on a Business Day then on the next Business Day;
 - (e) on the next Business Day in the case of notification by express post or registered post; or
 - (f) five (5) Business Days later in the case of notification by ordinary post.
- 12.2 For the purpose of this clause, the contact details of a party are the contact details set out in Sections 1 and 2 of this Agreement or as notified in writing from one party to the other from time to time.

13. FORCE MAJEURE

- 13.1 A party shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to, or contributed to by, any cause or event beyond Lyrebird Health's reasonable control or contemplation ("Force Majeure").
- 13.2 The party affected by the event of Force Majeure shall notify the other party as soon as practicably of any anticipated delay due to Force Majeure. The performance of any affected obligations under this Agreement shall be suspended for the period of the delay due to Force Majeure.
- 13.3 If a delay due to Force Majeure exceeds 90 days, the party able to perform may terminate this Agreement immediately on providing notice to the affected party. If such notice is given:
- (a) Lyrebird Health shall refund moneys previously paid by a Practitioner under this Agreement for which no services have been provided;

(b) the Client will use its reasonable endeavours to procure each Practitioner to pay Lyrebird Health the Fee in relation to services fully rendered prior to termination for which the Practitioner has made no payment.

14. GENERAL PROVISIONS

- 14.1 This Agreement shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 14.2 Any right or obligation of any party that is expressed to, or by its nature is required to operate or have effect on or after the completion, expiration or termination of this Agreement will not merge on the occurrence of that event but will remain in full force and effect.
- 14.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.
- 14.4 No failure or delay on the part of a party to exercise any right power or remedy operates as a waiver nor does any single or partial exercise of any such right power or remedy preclude any other further exercise of them or the exercise of any further exercise of them or the exercise of any other right power or remedy.
- 14.5 This Agreement shall not be varied except by a document in writing signed by the parties.
- 14.6 If any provision of this Agreement is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity of enforceability of that provision in any other jurisdiction.
- 14.7 This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same document.
- 14.8 A party may execute this Agreement with a digital signature generated by DocuSign or Adobe Sign, or by any other generally accepted technology which the parties agree satisfies applicable requirements for execution by digital signature of the document (including requirements of the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions Regulations (UK eIDAS)). A party who receives such a digital signature may assume that such execution was validly and lawfully performed by the other party.
- 14.9 A party shall not, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party (except that the Client may assign or transfer any of its rights and obligations under this Agreement to its Related Body Corporate without the prior written consent of Lyrebird Health).