



Thank you for using Virtuosa AI.

Virtuosa is the owner and licensor of the Virtuosa AI Solution. The Customer's right to access and use the Virtuosa AI Solution is subject to and governed by these Software Terms of Service.

These Software Terms of Service govern the provision of the Virtuosa AI Solution by Virtuosa to the Customer. By executing or otherwise accepting the Customer Contract, the Customer agrees to be bound by the Customer Contract and these Software Terms of Service, which together form the Agreement.

The Virtuosa Privacy Policy forms part of these Software Terms of Service.

Virtuosa AI Software Terms of Service

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following words and expressions have the following meanings unless the context requires otherwise or unless defined otherwise in the Customer Contract:

Acceptable Use Policy means the policy set out in clause 8 (as amended or updated by Virtuosa in accordance with the terms of this Agreement from time to time) that governs the Customer's and Customer Users' access to and use of the Virtuosa AI Solution.

ACL means the Australian Consumer Law set out in schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended or replaced from time to time.

Aggregated Data means data or information derived from Customer Data that has been anonymised and aggregated so that it does not identify any individual or the Customer or any Customer User and cannot reasonably be re-identified and that is used by Virtuosa for analytics, product improvement, benchmarking or similar purposes.

Agreement means the Customer Contract, these Software Terms of Service and the Virtuosa Privacy Policy, as amended, supplemented or replaced from time to time in accordance with this Agreement.

AI means Artificial Intelligence.

AHPRA means the Australian Health Practitioner Regulation Agency.

API means any application programming interfaces, webhooks, tools, keys, credentials, documentation and related resources that Virtuosa makes available to the Customer (whether directly or via a third party) for the purpose of enabling programmatic access to, or integration or interoperation with, the Virtuosa AI Solution or the Initial Setup and Training.

Applicable Law means all applicable laws, statutes and regulations, including the ACL, the Data Protection Laws, the Therapeutic Goods Act and any guidelines or standards issued by AHPRA or the TGA that apply to the Customer's use of the Virtuosa AI Solution.

Approvals means all rights, licences, permissions, consents, registrations and clearances required for Virtuosa to provide the Initial Setup and Training and the Virtuosa AI Solution to the Customer; and in respect of the Customer Materials, to permit Virtuosa to use them in connection with its obligations under this Agreement.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the capital city of the state or territory specified for that party's address in the Customer Contract.

Change of Control means any transaction or event resulting in a person who immediately prior to such transaction or event did not have Control of the Customer acquiring Control of the Customer.

Control has the meaning given to that term in section 50AA of the Corporations Act.

Customer means the customer entity set out in the Customer Contract.

Customer Account means an account within the Virtuosa AI Solution provisioned to the Customer (including any associated user profiles or credentials for Customer Users) through which the Customer and its Customer Users access and use the Virtuosa AI Solution.

Customer Data means all data, information and content input into, stored in or otherwise processed through the Virtuosa AI Solution by or on behalf of the Customer or any Customer User (including via any Third-Party Systems), including:

- (a) Personal Information and health information relating to the Customer, Customer Users, the Customer's personnel, clients, patients and other end users; and
- (b) any other clinical, administrative, configuration, usage, log or metadata associated with the Customer's use of the Virtuosa AI Solution,

but excluding any Aggregated Data, de-identified data and any Virtuosa Materials.

Customer Contract means the customer order form, other ordering document or online order that specifies the Virtuosa AI Solution and the applicable Fees and terms under this Agreement, entered into by Virtuosa and the Customer and incorporating these Software Terms of Service.

Customer Materials means any and all equipment, data, information, content, branding and other materials uploaded to the Virtuosa AI Solution, or otherwise provided to Virtuosa by or on behalf of the Customer (and/or its Customer Users), for use in connection with the performance of either party's obligations under this Agreement.

Customer User means the employees of Customer (and any other category of permitted end user authorised by the Customer) to be granted access to the Virtuosa AI Solution, as notified to Virtuosa by the Customer reasonably in advance in writing, subject to any limitations of the Virtuosa AI Solution and any Virtuosa AI Solution User Limit set out in the Customer Contract.

Claim means any actual, contingent, present or future claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse for any Loss, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether in contract, tort (including but not limited to negligence), under statute or otherwise.

Confidential Information has the meaning given to that term in clause 13.1.

Corporations Act means *the Corporations Act 2001* (Cth).

CPI means the Consumer Price Index, being the All Groups Consumer Price Index for Australia published by the Australian Bureau of Statistics (or any official index that replaces it).

Data Protection Laws means all applicable data protection and privacy laws, regulations and binding codes of practice, including the Privacy Act, together with any subordinate legislation, statutory instruments, mandatory guidelines or regulatory guidance issued by any competent supervisory authority in relation to Personal Information.

Documentation means any user guides, manuals, onboarding materials, technical specifications, support articles and other documentation relating to the Virtuosa AI Solution or the Initial Setup and Training that Virtuosa makes available to the Customer (in any form and by any means), as updated from time to time.

Early Termination Initial Setup and Training Cost Recovery Fee means:

- (a) in respect of a Customer on a fixed Subscription Period, an amount equal to \$200.00 AUD plus an amount calculated as the difference between the standard, non-discounted Fees that would have been payable by the Customer during the Subscription Period had the Customer not committed to a fixed Subscription Period under this Agreement and the discounted Fees actually paid or payable by the Customer for that same period, multiplied by the number of whole months in the Subscription Period up to (and including) the effective date of termination; and
- (b) In respect of a Customer on a month-to-month Subscription Period with no committed Initial Subscription Period, zero.

Event of Default means, subject to Applicable Law, any of the following:

- (a) in respect of either party, committing a material breach of this Agreement which, if capable of remedy, is not remedied within 14 days after receiving written notice specifying the breach and requiring that it be remedied;
- (b) in respect of the Customer, committing a breach of clause 5.1 or clause 9.2 and, in the case of a breach of clause 9.2, failing to remedy that breach within 14 days after receiving notice from Virtuosa requiring it to do so;
- (c) in respect of either party, committing repeated breaches of this Agreement which, taken together, have a serious adverse effect on the other party's rights or benefits under this Agreement;
- (d) in respect of the Customer, committing a breach of any of its Professional Obligations;
- (e) in respect of the Customer, undergoing a Change of Control without first obtaining Virtuosa's prior written consent (not to be delayed or withheld unreasonably);
- (f) in respect of the Customer, intentionally misusing the Virtuosa AI Solution, including by using the Virtuosa AI Solution in a way that is misleading, likely to cause harm to another person, in furtherance of a crime or in a way that could be reasonably expected to damage, disable or interfere with the operation, integrity or security of the Virtuosa AI Solution;
- (g) an Insolvency Event occurring in respect of the Customer, other than an event in relation to which enforcement of contractual rights is stayed under section 451E of the Corporations Act; or
- (h) in respect of the Customer, where the Customer, by virtue of its activities or as a result of a Change of Control (whether or not consented to by Virtuosa), engages in conduct that, in Virtuosa's reasonable opinion, could bring Virtuosa into disrepute or otherwise damage its reputation.

Fees means the fees and charges payable by the Customer to Virtuosa under this Agreement, as set out in the Customer Contract.

Force Majeure Event has the meaning given to that term in clause 14.6.

GST has the meaning given to that term in the GST Law.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time

GST Law has the same meaning as in the GST Act.

Initial Subscription Period means the initial subscription period specified in the Customer Contract.

Insolvency Event means, in respect of a party, the occurrence of any of the following events (other than for the purpose of a solvent restructure, amalgamation or reorganisation):

- (a) the party is unable to pay its debts as and when they fall due;
- (b) an application is made, or a resolution is passed, for the winding up of the party, or an order is made for its winding up or dissolution;

- (c) a liquidator, provisional liquidator, receiver, receiver and manager, administrator, controller, trustee in bankruptcy or similar officer is appointed to the party or any of its assets;
- (d) the party enters into, or takes any step to enter into, any compromise, arrangement or composition with any of its creditors or any class of them, or a moratorium is declared in respect of its debts; or
- (e) any event occurs in relation to the party in any jurisdiction that has a substantially similar effect to any of the events specified in paragraphs (a) to (d).

Intellectual Property Rights means all intellectual property rights, whether registered or unregistered and whether existing now or in the future, including:

- (a) copyright, patents, trademarks, service marks, Documentation, designs, domain names, database rights, circuit layout rights, rights in computer software, inventions, discoveries, know-how, trade secrets, techniques, methodologies, algorithms, models, moral rights and rights in Confidential Information, customer and supplier lists and other proprietary knowledge and information;
- (b) any applications for, and rights to apply for, registration, renewal, extension, division or continuation of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature or having equivalent or similar effect to any of the rights referred to in paragraphs (a) and (b), which subsist or may subsist anywhere in the world, in each case for their full period of protection (including any extensions, revivals or renewals).

Initial Setup and Training means any setup services provided by Virtuosa to the Customer, as set out in the Customer Contract, to enable the Customer and any Customer Users to access and use the Virtuosa AI Solution in accordance with this Agreement.

Liabilities means any and all losses, liabilities, costs, charges, damages, penalties, fines, interest, expenses and other obligations of any kind, whether actual, contingent, direct or indirect, arising in contract, negligence, tort, equity, statute or otherwise and that a party pays, suffers or is liable for, including all legal and other professional fees and expenses on a full indemnity basis and other costs incurred in connection with investigating, defending or settling any Claim and all amounts paid in settlement of any Claim.

Outputs means any content, data, text, audio, video, recommendations, analyses, reports, summaries, prompts, instructions or other materials generated, created or returned by or through the Virtuosa AI Solution in response to any input, configuration or use by or on behalf of the Customer or any Customer User.

Personal Information has the meaning given to that term in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Professional Obligations means all ethical, clinical and professional duties, standards and codes of conduct that apply to the Customer and any Customer Users in providing healthcare or related services, including any obligations relating to patient confidentiality, privacy and data protection, clinical documentation and record keeping, informed consent, mandatory reporting and risk management, supervision, delegation and oversight of services, and the exercise of independent professional judgment and duty of care, as imposed under the Psychology Board of Australia Code of Conduct, any applicable codes or guidelines issued by AHPRA or the TGA, relevant National Boards, professional colleges or associations, and under any Applicable Law

Related Bodies Corporate has the meaning set out in the Corporations Act.

Software Terms of Service means these terms and conditions, as amended, supplemented or replaced from time to time.

Subscription Period means the Initial Subscription Period and any Subscription Renewal Period(s).

Subscription Renewal Period has the meaning given to it in clause 2.2.

Term has the meaning given to it in clause 2.1.

TGA means the Therapeutic Goods Administration of Australia.

Therapeutic Goods Act means the *Therapeutic Goods Act 1989* (Cth).

Third-Party Systems means any systems, platforms or services that are not part of the Virtuosa AI Solution, including any third-party practice management, client management, booking, payment or other clinic or business systems.

Virtuosa means Monolith Building Pty Ltd ACN 156 630 143 and includes any of its Related Bodies Corporate and any assignee of Monolith Building Pty Ltd ACN 156 630 143.

Virtuosa Privacy Policy means Virtuosa's privacy policy as amended or replaced from time to time, as made available on the Virtuosa Website.

Virtuosa AI Solution means the software solution described in the Customer Contract, owned by Virtuosa and licensed to the Customer under and in accordance with this Agreement.

Virtuosa AI Solution User Limit means the maximum number of Customer Users that are permitted to access and use the Virtuosa AI Solution under this Agreement, as specified in the Customer Contract (and as may be varied by written agreement between the parties from time to time).

Virtuosa Website means the website operated by or on behalf of Virtuosa at the URL notified by Virtuosa from time to time (currently www.virtuosaai.com).

- 1.2. In the event of a conflict between the Customer Contract and these Terms of Service, the terms of the Customer Contract will take precedence to the extent of the conflict.
- 1.3. References to the terms, include, including, such as or similar expressions are to be construed as if followed by the words "without limitation", and do not limit the generality of the words preceding those terms.
- 1.4. References to parties are to Virtuosa and the Customer, each a party.
- 1.5. A reference to the singular includes the plural, and vice versa.
- 1.6. References to a person include an individual, a corporation, other body corporate, partnership, unincorporated association, firm, government, government authority, state or any other organisation.
- 1.7. Headings are inserted for convenience only and do not affect the interpretation or construction of this Agreement.

2. TERM

- 2.1. This Agreement commences on the date the Customer Contract is duly executed by both parties in accordance with the Corporations Act, or is otherwise accepted by the Customer (for example, without limitation, by way of online check-box acceptance on the Virtuosa Website), and will continue until the expiry of the Subscription Period (the **Term**), unless terminated earlier in accordance with its terms.
- 2.2. Following the Initial Subscription Period, subject to clause 2.3, clause 2.4 and the Customer Contract, this Agreement will automatically renew for successive periods (each a **Subscription Renewal Period**) unless either party provides written notice of termination to the other party at least 30 days prior to the expiry of the Initial Subscription Period or any Subscription Renewal Period.
- 2.3. Virtuosa will use commercially reasonable endeavours to issue a renewal notice to the Customer approximately two (2) months prior to expiry of the Initial Subscription Period (or any Subscription Renewal Period) which will:
 - 2.3.1. notify the Customer of the Fees payable for the next Subscription Renewal Period; and
 - 2.3.2. offer the Customer the option to renew the Agreement on either;
 - 2.3.2.1. a further twelve (12) month Subscription Renewal Period; or
 - 2.3.2.2. a month-to-month Subscription Renewal Period.

- 2.4. If the Customer's Initial Subscription Period is one (1) month and the Customer does not give a notice of termination in accordance with this Agreement, the Subscription will renew for consecutive one (1) month Subscription Renewal Periods and this Agreement will continue on a month-to-month basis.
- 2.5. If the Customer's Initial Subscription Period is twelve (12) months or any other fixed-term subscription, and the Customer does not notify Virtuosa of its election under clause 1.2.2 before expiry of the Initial Subscription Period, the subsequent Subscription Renewal Period will be a further twelve (12) months.
- 2.6. If the Customer elects to move to a month-to-month Subscription Renewal Period in accordance with clause 2.3.2.2, this Agreement will continue on a rolling month-to-month basis until terminated by either party on thirty (30) days' written notice. The Fees for any month-to-month Subscription Renewal Period will be those notified by Virtuosa in the relevant renewal notice under clause 2.3 (as varied from time to time in accordance with clause 9 of these Software Terms of Service).

3. INITIAL SETUP AND TRAINING

- 3.1. Subject to the Customer complying with this Agreement (including clause 9), Virtuosa will provide the Initial Setup and Training to the Customer.
- 3.2. The parties acknowledge that Virtuosa will incur upfront costs in providing the Initial Setup and Training and configuring the Virtuosa AI Solution for the Customer, and that only part of those costs (if any) are separately itemised as Fees. The Customer acknowledges that the Early Termination Initial Setup and Training Cost Recovery Fee corresponds to and is a genuine reasonable pre-estimate of the upfront costs and resources incurred by Virtuosa and not otherwise passed through to Customer.
- 3.3. Details of the scope of the Initial Setup and Training, any milestones and any separate onboarding or implementation services to be completed (if applicable) are set out in the Customer Contract.
- 3.4. If and to the extent specified in the Customer Contract, Virtuosa will provide support and maintenance services and/or additional professional services in relation to the Virtuosa AI Solution during the Term, on the basis set out in the Customer Contract or any applicable support policy referenced in it.
- 3.5. The Customer acknowledges that, unless expressly stated otherwise in the Customer Contract, the Virtuosa AI Solution has not been designed or configured to meet the individual requirements of any particular Customer, practice or use case and that the Initial Setup and Training and any other services do not include bespoke clinical consulting or advisory services.
- 3.6. The Customer agrees that its purchase of the Virtuosa AI Solution and the Initial Setup and Training and any other services is not contingent on the delivery of any future functionality, features or services, or on any public statements made by Virtuosa regarding future plans or features for the Virtuosa AI Solution, including any statements made on the Virtuosa Website.

4. NATURE OF THE VIRTUOSA AI SOLUTION AND CUSTOMER ACKNOWLEDGEMENTS

- 4.1. The Customer acknowledges that the Virtuosa AI Solution is a report writing application that assists psychologists and other authorised Customer Users in drafting, structuring and processing information supplied by the Customer

- 4.2. The Virtuosa AI Solution does not provide, and must not be used as providing, medical, psychological or other clinical advice, diagnosis or treatment, does not make clinical decisions, and is not a substitute for the independent professional judgment of the Customer or its Customer Users.
- 4.3. The Customer acknowledges and accepts that it retains sole and absolute responsibility for all clinical decisions, diagnoses, treatment plans, psychometric results, psychologist recommendations, records, reports, communications and other professional outputs, and must independently assess, validate and verify the accuracy, completeness and appropriateness of any Outputs generated by the Virtuosa AI Solution before acting on or relying on them in any way.
- 4.4. The Customer acknowledges that the Virtuosa AI Solution has not been designed or configured to meet the individual requirements of any particular Customer, practice or use case and is provided on a general, “as is” and “as available” basis, subject to any non-excludable rights the Customer has available to it under the ACL or other Applicable Law.
- 4.5. The Customer acknowledges and agrees that the Virtuosa AI Solution and any related services do not constitute, and are not intended to constitute or comprise, medical, psychological, legal, regulatory or other professional advice or advisory services of any kind. Virtuosa does not warrant or represent that any Output generated by the Virtuosa AI Solution is accurate, complete, appropriate or fit for any particular patient, client, purpose or context, and all reliance on Output is at the Customer’s own risk.
- 4.6. If the Virtuosa AI Solution makes available any suggested prompts, workflows, configurations, templates, example wording or other sample documents or resources within or in connection with the Outputs, the Customer acknowledges and agrees that such materials are provided for illustrative and informational purposes only and are used, adapted or relied upon at the Customer’s sole risk. The Customer remains solely responsible for reviewing, customising and validating any such materials and for ensuring that their use is compliant with Professional Obligations and Applicable Law.
- 4.7. The Customer is responsible for reviewing, customising and validating any templates, example wording, workflows or other materials made available by Virtuosa to the Customer and its Customer Users in connection with the Virtuosa AI Solution, and for ensuring that their use is at all times compliant with Professional Obligations and Applicable Law.
- 4.8. The parties intend that the Virtuosa AI Solution is, and will be used only as, a documentation and workflow aid, and that, including when used in connection with psychometric or other assessments, it is not a “medical device” or “clinical decision support software” for the purposes of the Therapeutic Goods Act and TGA regulations, because it is not intended to provide new diagnostic or prognostic information, contribute to the diagnosis of a particular disease or condition, or specify or customise a particular treatment, and is not intended to replace the Customer’s clinical judgement when diagnosing or treating any patient.
- 4.9. The Virtuosa AI Solution may be used to assist the Customer to draft, structure and format reports, summaries and other documentation that refer to, or incorporate, the Customer’s own administration, scoring and interpretation of psychometric, diagnostic or outcome measures.
- 4.10. Any references in the Outputs to scores, percentiles, diagnostic formulations, risk levels or similar concepts in the Virtuosa AI Solution are generated from information supplied by the Customer and are provided only to assist with documentation; they are not a substitute for the Customer’s own interpretation of the relevant instruments in accordance with Professional Obligations and applicable test manuals.
- 4.11. The Customer acknowledges that the Virtuosa AI Solution may generate Outputs that are incomplete, inaccurate, inappropriate or offensive and that such Outputs do not represent the views, opinions or advice of Virtuosa. If any Output refers to or mentions any third-party products or

services, that reference does not constitute or imply any endorsement, sponsorship or affiliation by or with that third party.

- 4.12. The Customer acknowledges and agrees that the Virtuosa AI Solution is a clinical support tool only and is not a legal, forensic or expert witness service. Virtuosa does not assume, share or owe any expert witness duty (including any duty to the court or tribunal) in connection with any Output generated through the Virtuosa AI Solution, and that any such duties are owed solely by Customer and/or the relevant Customer User.
- 4.13. The Customer acknowledges and agrees that it is the Customer's sole responsibility for determining whether any disclosure, notation or explanation is required in any report, record or communication regarding the Customer's or any Customer User's use of the Virtuosa AI Solution.
- 4.14. Without limiting clause 4.13, the Customer is solely responsible for assessing and complying with any requirements in any Applicable Laws, Professional Obligations, court or tribunal rules, practice directions or policies regarding disclosure of the use of the Virtuosa AI Solution. Virtuosa has no obligation to advise the Customer or any Customer User on, and does not warrant or represent, whether the use of the Virtuosa AI Solution must or should be disclosed in any particular jurisdiction, forum or proceeding according to Applicable Law or Professional Obligations.
- 4.15. The Customer acknowledges and agrees that the Virtuosa AI Solution is not an electronic health record system or customer relationship management system and must not be used as the Customer's system of record for patient information. The Customer remains solely responsible for maintaining complete, accurate and up-to-date patient records in its own systems and for complying with all Applicable Law, health records and professional record-keeping obligations in relation to its system of records and patient records.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer, without limitation to any other obligations it has under this Agreement, including under the Acceptable Use Policy, will:
 - 5.1.1. comply with its Professional Obligations in its access to and use of the Virtuosa AI Solution
 - 5.1.2. obtain and maintain all necessary Approvals;
 - 5.1.3. comply with its obligations under clause 9;
 - 5.1.4. in good faith, cooperate with Virtuosa and provide such Customer Materials, information, access and assistance as Virtuosa may reasonably require in providing the Virtuosa AI Solution to the Customer and its Customer Users, in a timely manner and in the format reasonably specified by Virtuosa;
 - 5.1.5. where the Customer or any Customer User uses the Virtuosa AI Solution in connection with any medico-legal, forensic, Family Court or other litigation context (including the preparation of expert or court-facing reports,):
 - 5.1.5.1. comply with all applicable expert witness duties to the relevant court or tribunal;
 - 5.1.5.2. comply with any applicable expert witness code of conduct or similar protocol;
 - 5.1.5.3. comply with all relevant court or tribunal rules, practice directions and orders;
 - 5.1.5.4. maintain any required independence, impartiality and objectivity in their role as an expert; and
 - 5.1.6. carry out its obligations under this Agreement and access to and use of the Virtuosa AI Solution, in accordance with all Applicable Law including applicable Data Protection Laws.

6. ACCESS TO THE VIRTUOSA AI SOLUTION AND ACCEPTABLE USE

- 6.1. Virtuosa grants the Customer a non-exclusive, non-transferable, non-sub-licensable licence, for the Subscription Period, to permit the Customer and its Customer Users to access and use the Virtuosa AI Solution through the Customer Account in accordance with this Agreement and any applicable Virtuosa AI Solution User Limit.

- 6.2. Virtuosa will provide Customer Users with access to the Virtuosa AI Solution via the Customer Account, subject to each Customer User generating a unique username and password. The Customer is solely responsible for ensuring that all Customer Users keep their usernames and passwords secure and confidential at all times and the Customer must promptly notify Virtuosa of any actual or suspected unauthorised access, disclosure or use of any such credentials.
- 6.3. The Customer must:
 - 6.3.1. comply with the Acceptable Use Policy; and
 - 6.3.2. ensure that its Customer User(s) comply with the Acceptable Use Policy.
- 6.4. The Customer indemnifies and holds harmless Virtuosa from and against any and all Liabilities suffered or incurred by Virtuosa arising out of or in connection with any breach of clause 6.3 by the Customer, to the extent permitted by the ACL, except to the extent such Liabilities are directly caused by Virtuosa's fraud or negligence.
- 6.5. Without limiting any other rights or remedies available to it, Virtuosa may suspend (in whole or in part) the Customer's and/or any Customer User's access to the Virtuosa AI Solution or the Customer Account, without liability, if Virtuosa knows or reasonably suspects that the Customer or any Customer User has breached the Acceptable Use Policy or any other provision of these Terms of Service. The Customer remains liable to pay all Fees that accrue or are payable during any period of suspension under this clause 6.5.

7. THIRD-PARTY SYSTEMS

- 7.1. Although the Virtuosa AI Solution is designed to interoperate with certain Third-Party Systems, the Customer acknowledges that the proper functioning of the Virtuosa AI Solution may depend on the availability and correct configuration of such Third-Party Systems.
- 7.2. Third-Party Systems are not part of the Virtuosa AI Solution and are not provided by Virtuosa. Virtuosa does not control the Third-Party Systems and makes no representations, warranties or guarantees of any kind in respect of any Third-Party System or other non-Virtuosa product or service, whether or not it:
 - 7.2.1. is integrated with, or can be used in connection with, the Virtuosa AI Solution;
 - 7.2.2. is made available, suggested or surfaced within the Virtuosa AI Solution; or
 - 7.2.3. is described as "recommended", "approved" or similar by Virtuosa.
- 7.3. Any procurement of, subscription to, access to or use of a Third-Party System by the Customer and any integration or interoperation between the Virtuosa AI Solution and that Third-Party System, is solely between the Customer and the relevant Third-Party System provider. The Customer is solely responsible for:
 - 7.3.1. ensuring it has and maintains any licences, consents and rights necessary to use the relevant Third-Party System and to connect it to the Virtuosa AI Solution; and
 - 7.3.2. complying with all terms, conditions and policies applicable to that Third-Party System.
- 7.4. If the Customer connects, enables or permits any Third-Party System to interoperate with the Virtuosa AI Solution, the Customer:
 - 7.4.1. represents and warrants that it has all rights, permissions and authority necessary to do so; and
 - 7.4.2. authorises Virtuosa to access, receive, use and process data (including Customer Data) from, and to transmit data to, that Third-Party System as reasonably required to enable the integration or interoperation of the Virtuosa AI Solution with that Third-Party System. Virtuosa is not responsible for any access to, or any disclosure, modification, loss or deletion of, data (including Customer Data) by or on behalf of any Third-Party System.
- 7.5. Virtuosa does not guarantee the continued availability of, or compatibility or interoperation with, any Third-Party System. Virtuosa may modify, suspend or discontinue any integration or interoperation

between the Virtuosa AI Solution and a Third-Party System, or restrict, suspend or disable access to any Third-Party System, at any time (for example, if the Third-Party System provided ceases to make it available, changes its API or terms, or if Virtuosa considers that the Third-Party System or its integration with the Virtuosa AI Solution presents a security, legal, commercial or operational risk to Virtuosa or the Virtuosa AI Solution).

- 7.6. To the maximum extent permitted by Applicable Law, the Customer's use of any Third-Party System in connection with the Virtuosa AI Solution:
- 7.6.1. is entirely at the Customer's own risk; and
 - 7.6.2. Virtuosa shall have no liability whatsoever arising out of or in connection with any Third-Party System, any integration or interoperation with the Virtuosa AI Solution, or any unavailability, defect or change in a Third-Party System.

8. ACCEPTABLE USE POLICY

- 8.1. The Customer must, and must ensure that all Customer Users, access and use the Virtuosa AI Solution only:
- 8.1.1. in accordance with this Agreement (including this Acceptable Use Policy) and any reasonable written instructions issued by Virtuosa from time to time;
 - 8.1.2. in accordance with any Documentation;
 - 8.1.3. for the Customer's legitimate internal business purposes in connection with its clinic or practice, where the Virtuosa AI Solution is used in connection with the Customer's business; and
 - 8.1.4. in compliance with all Applicable Laws and Professional Obligations.
- 8.2. The Customer must not, and must ensure that Customer Users do not, use the Virtuosa AI Solution, or any Output to display, store, process, generate or transmit any content that is:
- 8.2.1. in breach of any Applicable Law or Professional Obligations;
 - 8.2.2. infringing or misappropriating of any third party Intellectual Property Rights, confidentiality, privacy or other rights;
 - 8.2.3. defamatory, threatening, harassing, hateful, discriminatory, exploitative, deceptive, fraudulent, obscene, sexually explicit or otherwise offensive or inappropriate; or
 - 8.2.4. false or misleading in a way that is reasonably likely to cause harm (including misleading health, clinical, financial or legal information presented as professional advice).
- 8.3. The Customer must not, and must ensure that Customer Users do not:
- 8.3.1. attempt to gain unauthorised access to, test, probe or scan the vulnerability of, or circumvent any security or authentication measures for, the Virtuosa AI Solution or any related systems or networks;
 - 8.3.2. interfere with or disrupt the integrity, availability or performance of the Virtuosa AI Solution or any data of Virtuosa or any other customer, including by imposing an unreasonable or disproportionately large load on the underlying infrastructure;
 - 8.3.3. use any robot, scraper, crawler or other automated means to access the Virtuosa AI Solution other than as expressly permitted in writing by Virtuosa or through documented APIs;
 - 8.3.4. share, sell, resell, rent, lease, sublicense, timeshare or otherwise provide access to the Virtuosa AI Solution to any third party (other than Customer Users authorised under this Agreement);
 - 8.3.5. copy, modify, adapt, translate, reverse-engineer, decompile, disassemble or create derivative works of the Virtuosa AI Solution or any underlying models, except to the limited extent that such restriction is prohibited by Applicable Law;
 - 8.3.6. use the Virtuosa AI Solution or any Outputs to train, create or improve any product, service, model or dataset that competes with Virtuosa or the Virtuosa AI Solution; or

- 8.3.7. bypass or attempt to bypass any Virtuosa AI Solution User Limit, safety-controls or content safeguards implemented in the Virtuosa AI Solution.
- 8.4. The Customer is responsible for:
 - 8.4.1. all access to and use of the Virtuosa AI Solution by or on behalf of the Customer, including by Customer Users and any other person using the Customer's or a Customer User's credentials, whether authorised or unauthorised;
 - 8.4.2. implementing and maintaining appropriate access controls (including up-to-date user management, role-based permissions and credential hygiene) for Customer Users;
 - 8.4.3. using reasonable efforts to prevent any unauthorised access to, or use of, the Virtuosa AI Solution or Customer Accounts; and
 - 8.4.4. promptly notifying Virtuosa on becoming aware of any actual or suspected unauthorised access, use, disclosure, security incident or misuse of the Virtuosa AI Solution or any Customer Accounts.
- 8.5. The Customer must ensure that any Third-Party Systems that it connects to, or uses in connection with, the Virtuosa AI Solution are used in a manner that is consistent with this Acceptable Use Policy.
- 8.6. The Customer must not use the Virtuosa AI Solution in any way that would cause Virtuosa to be in breach of the terms, conditions or policies of any Third-Party System provider.
- 8.7. Virtuosa may (but is not obliged to) monitor use of the Virtuosa AI Solution to verify compliance with this Acceptable Use Policy and to operate, maintain, secure and improve the Virtuosa AI Solution.
- 8.8. The Customer must not, and must ensure that Customer Users do not:
 - 8.8.1. use the Virtuosa AI Solution as a substitute for independent professional judgement, clinical decision-making or obtaining appropriate professional advice;
 - 8.8.2. represent to any person that the Virtuosa AI Solution provides medical or clinical advice, diagnosis or treatment, or that any Output has been reviewed or approved by a health practitioner, unless that is in fact the case;
 - 8.8.3. input or upload any sensitive Personal Information (including health information) except in accordance with this Agreement and only where the Customer has all necessary consents and authorisations to do so; or
 - 8.8.4. use the Virtuosa AI Solution in any way that could reasonably be expected to result in physical harm, serious emotional distress or other significant adverse outcomes for any person.
- 8.9. The Customer acknowledges that the Virtuosa AI Solution is an AI-enabled tool and that:
 - 8.9.1. Outputs are generated automatically based on prompts, configurations and data provided or selected by or on behalf of the Customer;
 - 8.9.2. Outputs may be incomplete, inaccurate or inappropriate and do not constitute medical, clinical, legal, financial or other professional advice; and
 - 8.9.3. the Customer is solely responsible for reviewing, verifying and validating all Outputs, and for all decisions and actions taken (or not taken) in reliance on any Outputs, including any use in a clinical, therapeutic or patient-facing context.
- 8.10. The Customer must indemnify Virtuosa against any Liabilities suffered or incurred by Virtuosa arising out of or in connection with any breach of this Acceptable Use Policy by the Customer or any Customer User, to the extent permitted by Applicable Law and except to the extent such Liabilities are directly caused by Virtuosa's fraud or negligence.

9. FEES AND PAYMENT

- 9.1. Virtuosa may increase the Fees by giving the Customer at least two (2) months' prior written notice. If the proposed increase is greater than CPI, and the Customer does not agree to it, the Customer may terminate this Agreement without being liable for the Early Termination Initial Setup and Training Cost Recovery Fee by giving Virtuosa written notice within ten (10) days after receiving notice of the

increase. In that case, termination will take effect immediately before the Fee increase was due to commence. If the Customer does not terminate the Agreement within that period, the Customer will be taken to have accepted the Fee increase, which will apply from the date specified in Virtuosa's notice.

- 9.2. . Virtuosa will make the Fees payable by the Customer via its nominated online billing system (including any integrated payment processor). The Customer authorises Virtuosa to issue invoices and process for the Fees automatically:
 - 9.2.1. at the commencement of the Term; and
 - 9.2.2. in advance of each Initial Subscription Period and Subscription Renewal Period, using the payment method and billing settings the Customer has selected in its Customer Account.
- 9.3. The Customer must pay the Fees in accordance with clause 9.2 and payment terms in the Customer Contract, relevant invoice, or as otherwise notified by Virtuosa to the Customer.
- 9.4. Payments by the Customer to Virtuosa must be made in full, without set-off, counterclaim, deduction or withholding, except to the extent that a deduction or withholding is required by Applicable Law and the GST Law. If the Customer is required by Applicable Law or the GST Law to make any deduction or withholding from a payment to Virtuosa, the Customer must pay such additional amounts as are necessary to ensure that Virtuosa receives and retains the same net amount it would have received had no such deduction or withholding been required.
- 9.5. In this Agreement, unless expressly stated otherwise in the Customer Contract, all sums payable are stated exclusive of any applicable GST or other sales tax, which is payable by the Customer in addition at the prevailing rate.

10. CHANGE MANAGEMENT

- 10.1. The Customer acknowledges that Virtuosa may, from time to time, enhance, update or modify the Virtuosa AI Solution (including underlying AI models, interfaces, workflows and security features) in order to improve performance, safety, security, usability or continued compliance with Applicable Law, provided that such changes do not remove core functionality in a way that materially deprives the Customer of the overall benefit of the Virtuosa AI Solution licensed under this Agreement.
- 10.2. Nothing in this Agreement obliges Virtuosa to make available to the Customer any new or additional features, functionality or modules of the Virtuosa AI Solution that are not expressly included in the Virtuosa AI Solution as described in the Customer Contract.
- 10.3. Virtuosa may amend any provision of these Software Terms of Service by giving the Customer at least two (2) months' prior written notice. If an amendment under this clause 10.3 materially and adversely affects the Customer, the Customer may terminate this Agreement by written notice to Virtuosa within 30 days after receiving notice of the amendment and such termination will take effect immediately before the amendment comes into force and the Customer will not be liable for the Early Termination Initial Setup and Training Cost Recovery Fee.
- 10.4. Virtuosa may also amend this Agreement from time to time, by giving the Customer prior written notice, where there is a change to Applicable Law that affects the Virtuosa AI Solution but only to the extent reasonably required to comply with that change.
- 10.5. Virtuosa may notify the Customer of any amendments under this clause 10.5, including by referring the Customer to updated materials made available on the Virtuosa Website, as contemplated by this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Customer grants to Virtuosa, and warrants that it has and will maintain all Approvals necessary to grant, a royalty-free, non-exclusive licence to use the Customer Materials during the Term for the purpose of Virtuosa providing the Virtuosa AI Solution to the Customer and performing Virtuosa's obligations under this Agreement.

- 11.2. The Customer indemnifies and holds harmless Virtuosa from and against any and all Liabilities suffered or incurred by Virtuosa arising out of or in connection with any Claim that the use of the Customer Materials by or on behalf of Virtuosa in accordance with this Agreement infringes the rights, including any Intellectual Property Rights, rights under Data Protection Laws or other rights of any third party, except to the extent that such Liabilities are directly caused by the fraud, negligence or wilful misconduct of Virtuosa.
- 11.3. Subject to clause 11.4, Virtuosa indemnifies and holds harmless the Customer from and against any and all Liabilities suffered or incurred by the Customer arising out of or in connection with any claim that the Customer's use of the Virtuosa AI Solution (excluding any Customer Materials and any Third-Party Systems), in accordance with this Agreement, infringes the Intellectual Property Rights of any third party.
- 11.4. Virtuosa shall have no liability under clause 11.3 whatsoever in respect of:
 - 11.4.1. a modification of the Virtuosa AI Solution by the Customer or any person acting on its behalf; and
 - 11.4.2. the Customer's or any Customer User's use of the Virtuosa AI Solution in a manner that is contrary to the terms of this Agreement, the Documentation, the Acceptable Use Policy or any reasonable written instructions issued by Virtuosa to the Customer or the Customer Users from time to time.
- 11.5. The Customer acknowledges that all Intellectual Property Rights in and to the Virtuosa AI Solution will at all times be and remain the property of Virtuosa, including without limitation any modifications to the Virtuosa AI Solution in response to feedback, input or suggestion from the Customer in respect of the Virtuosa AI Solution.
- 11.6. Virtuosa may, with the Customer's prior written consent (not to be unreasonably withheld or delayed), make reasonable use of and refer to the Customer's name and trademarks and/or service marks in marketing and promotional materials relating to the Virtuosa AI Solution.
- 11.7. Virtuosa will not use Customer Data or Outputs to train, retrain or otherwise improve any underlying foundation or general-purpose AI models provided by third-party AI vendors and will ensure that any such vendors process Customer Data and Outputs only in accordance with contractual terms that prohibit their use for model training.

12. PRIVACY AND CUSTOMER DATA

- 12.1. Where Virtuosa processes Customer Data that constitutes Personal Information in connection with the Virtuosa AI Solution, Virtuosa will:
 - 12.1.1. process Customer Data that constitutes Personal Information in accordance with Data Protection Laws and the Virtuosa Privacy Policy;
 - 12.1.2. only process Customer Data that constitutes Personal Information to the extent necessary to provide the Virtuosa AI Solution, perform its obligations, exercise its rights under this Agreement, or comply with Applicable Law (including any obligations under Data Protection Laws);
 - 12.1.3. ensure that any subprocessors it appoints in accordance with clause 12.4 are bound by data protection obligations that are no less protective of Customer Data that constitutes Personal Information than those set out in this clause 12, and Virtuosa remains responsible for any act or omission of such subprocessors as if it were Virtuosa's own.
 - 12.1.4. having regard to the nature of the processing and the information available to Virtuosa, provide reasonable assistance to the Customer to enable the Customer to comply with its obligations under Data Protection Laws (including in relation to security, data breaches, privacy impact assessments and responding to requests from individuals or regulators);

- 12.1.5. to the extent reasonably practicable, and subject to Virtuosa's standard back-up and archival policies, on expiry or termination of this Agreement and following the Customer's written request to Virtuosa, delete or de-identify Customer Data that constitutes Personal Information processed solely on behalf of the Customer, except to the extent Virtuosa is required by Applicable Law to retain it;
- 12.1.6. notify the Customer without undue delay after becoming aware of any personal data breach affecting Customer Data that constitutes Personal Information that Virtuosa is required to notify under Data Protection Laws, and provide the Customer with information reasonably available to Virtuosa to assist the Customer in meeting any breach-notification obligations (recognising that Virtuosa is not responsible for the Customer's own reporting obligations, including any obligations to notify AHPRA or other regulators);
- 12.1.7. ensure that all personnel expressly authorised by Virtuosa to process Customer Data that constitutes Personal Information are subject to appropriate confidentiality obligations; and
- 12.1.8. will implement and maintain appropriate technical and organisational measures designed to protect Customer Data that constitutes Personal Information against unauthorised or unlawful processing and against accidental loss, destruction or damage, having regard to the nature of that data (including any health information), the risks of processing it in connection with the Virtuosa AI Solution and applicable industry standards and Data Protection Laws, including by:
 - 12.1.9. encrypting Customer Data that constitutes Personal Information in transit and at rest (for systems hosting Customer Data that constitutes Personal Information);
 - 12.1.10. implementing role-based access controls and audit logging on systems used to host or process Customer Data that constitutes Personal Information; and
 - 12.1.11. using reputable third-party infrastructure and platform providers that hold recognised security certifications for the services used to host or process Customer Data.
- 12.2. If either party receives any complaint, notice or communication (including from an individual, privacy regulator, AHPRA or other supervisory authority) which relates to Customer Data that constitutes Personal Information processed in connection with this Agreement or the other party's compliance with Data Protection Laws, that party must promptly notify the other and provide reasonable cooperation and assistance (at the requesting party's cost) in relation to any investigation, response or resolution, to the extent permitted by Applicable Law.
- 12.3. Subject to reasonable notice, confidentiality obligations and Virtuosa's security requirements, the Customer (or its independent third-party auditor, not being a competitor of Virtuosa) may, no more than once in any 12-month period and during normal business hours, review relevant records and information reasonably necessary to verify Virtuosa's compliance with its obligations under this clause 12, provided that such review is conducted in a manner that minimises disruption to Virtuosa's business operations.
- 12.4. The Customer provides a general authorisation for Virtuosa to appoint its Related Bodies Corporate and third parties as subprocessors of Customer Data that constitutes Personal Information, provided that Virtuosa will maintain an up-to-date list of subprocessors on request and will, where required by Data Protection Laws, notify the Customer of any material changes to that list.
- 12.5. The Customer warrants and undertakes that:
 - 12.5.1. it will comply with all of its obligations under Data Protection Laws (including obligations relating to Personal Information and health information and the handling of information about patients and other individuals);

- 12.5.2. any disclosure of Customer Data that constitutes Personal Information to Virtuosa, and Virtuosa's processing of such data in accordance with this Agreement, complies with Data Protection Laws and any Professional Obligations;
 - 12.5.3. it has identified and documented a lawful basis (or bases) under Data Protection Laws for Virtuosa's processing of Customer Data that constitutes Personal Information in connection with the Virtuosa AI Solution and the Initial Setup and Training; and
 - 12.5.4. it has provided all notices to, and obtained all consents and authorisations from, individuals (including patients and end users) that are required for Virtuosa to process Customer Data that constitutes Personal Information as described in this Agreement (including any cross-border transfers and any use of Third-Party Systems the Customer chooses to connect)
- 12.6. The Customer acknowledges that Virtuosa may be required to process and retain Customer Data that constitutes Personal Information for the purposes of complying with Applicable Law (including laws relating to health information, Professional Obligations, financial record-keeping and audit), and that Virtuosa is entitled to do so for as long as required by such law.
- 12.7. The Customer acknowledges that Virtuosa may disclose information, which may include Customer Data that constitutes Personal Information, to any data protection authority, health or professional regulator (including AHPRA or the TGA), law enforcement authority or other governmental or regulatory authority where Virtuosa is required, or reasonably believes it is required, to do so under Applicable Law.
- 12.8. Virtuosa may generate and use Aggregated Data derived from Customer Data for purposes including usage analytics, improving and developing the Virtuosa AI Solution, benchmarking and industry insights, provided that such Aggregated Data does not identify the Customer or any individual and does not include any clinical content or health information in identifiable form.
- 12.9. Virtuosa will not store Customer Data that constitutes Personal Information outside Australia, except that:
- 12.9.1. persistent storage of such data may be hosted in Australia using Xano on Google Cloud's Australian regions; and
 - 12.9.2. such data may be temporarily processed in other jurisdictions (including the United States of America) where this is reasonably necessary to provide the Virtuosa AI Solution (for example, in-memory AI model inference or front-end hosting), provided that appropriate safeguards are in place to protect that data in accordance with Data Protection Laws.
- 12.10. Without affecting the operation of clause 12.9, Virtuosa will not otherwise transfer Customer Data that constitutes Personal Information outside Australia unless:
- 12.10.1. the transfer is to a country or recipient subject to laws substantially similar to the Privacy Act; and
 - 12.10.2. appropriate safeguards are in place to protect that data in accordance with Data Protection Laws.
- 12.11. The parties must comply with the Virtuosa Privacy Policy, which is incorporated into and forms part of this Agreement to the extent it relates to the processing of Customer Data that constitutes Personal Information in connection with the Virtuosa AI Solution and the Initial Setup and Training.
- 12.12. The current version of the Virtuosa Privacy Policy is accessible via the Virtuosa Website.
- 12.13. Virtuosa may update the Virtuosa Privacy Policy from time to time, provided that any such update does not materially diminish the protections for Customer Data set out in this clause 12 or otherwise materially reduce the Customer's rights under this Agreement.
- 12.14. If there is any inconsistency between this Agreement and the Virtuosa Privacy Policy, this Agreement prevails to the extent of the inconsistency.

13. CONFIDENTIALITY

- 13.1. Each party must keep confidential:
 - 13.1.1. the contents (including any pricing or commercial terms) of the Customer Contract; and
 - 13.1.2. all information relating to the business, operations, technology, customers or affairs of the other party or its Related Bodies Corporate that is disclosed under or in connection with this Agreement (**Confidential Information**).
- 13.2. A party must not use or disclose the other party's Confidential Information except:
 - 13.2.1. as necessary to exercise its rights or perform its obligations under this Agreement;
 - 13.2.2. to its Related Bodies Corporate, employees, contractors and professional advisers who need to know it for that purpose and are bound by confidentiality obligations no less protective than those in this clause 13; or
 - 13.2.3. as required by Applicable Law, a court or a governmental or regulatory authority, provided that (to the extent legally permitted) it gives the other party reasonable prior notice of the required disclosure.
- 13.3. The obligations in this clause 13 do not apply to information that the recipient can demonstrate:
 - 13.3.1. is or becomes publicly available other than through a breach of this Agreement;
 - 13.3.2. was lawfully known to the recipient before disclosure by the disclosing party; or
 - 13.3.3. is independently developed by the recipient without use of the disclosing party's Confidential Information.

14. LIABILITY

- 14.1. Nothing in this Agreement excludes or limits either party's liability for:
 - 14.1.1. death or personal injury caused by that party's negligence;
 - 14.1.2. fraud (including fraudulent misrepresentation); or
 - 14.1.3. any liability that cannot lawfully be excluded or limited under Applicable Law.
- 14.2. Subject to clause 14.1 and to any non-excludable rights the Customer has under the ACL or other Applicable Law, neither party is liable to the other (whether in contract, tort (including negligence), under statute or otherwise) for:
 - 14.2.1. any special, incidental, punitive, exemplary, consequential or indirect loss, damage, cost or expense; or
 - 14.2.2. any loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of or damage to goodwill or reputation, business interruption, loss of opportunity, or loss or corruption of data,

, in each case arising out of or in connection with this Agreement, whether or not such loss was foreseeable, and even if that party has been advised of, or ought reasonably to have contemplated, the possibility of such loss.

- 14.3. Subject to clause 14.1 and to any non-excludable rights the Customer has under the ACL or other Applicable Law, Virtuosa's aggregate liability to the Customer arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute, in equity, under any indemnity or otherwise, is limited to an amount equal to the Fees (excluding GST and any third-party fees) paid or payable by the Customer to Virtuosa in the twelve (12) -month period immediately preceding the date on which the first event giving rise to the relevant Claim occurred.
- 14.4. Except as expressly stated in this Agreement, Virtuosa gives no representation, warranty or guarantee in relation to the Virtuosa AI Solution or any related services. The Virtuosa AI Solution and all related services are provided on an "as is" and "as available" basis and, subject to clause 14.1, all warranties, conditions, terms, obligations, undertakings and representations of any kind (whether express, implied, statutory or otherwise, including any implied warranties of merchantable or acceptable quality, fitness for a particular purpose, non-infringement, or arising from course of

dealing or trade usage) are excluded from this Agreement to the fullest extent permitted by Applicable Law (including the ACL).

- 14.5. Except as expressly stated otherwise in this Agreement, Virtuosa will have no liability to the Customer under or in connection with this Agreement to the extent that any Loss is caused or contributed to by:
- 14.5.1. the Customer's failure to comply with this Agreement (including the Acceptable Use Policy);
 - 14.5.2. any Third-Party Systems, or any act or omission of a Third-Party System provider, including any unavailability, defect or change in a Third-Party System; or
 - 14.5.3. any act or omission of the Customer (including any failure by the Customer to perform its obligations under this Agreement);
 - 14.5.4. Virtuosa's compliance with any instruction given by or on behalf of the Customer, or any inaccuracy or incompleteness in any data, content or materials provided (directly or indirectly) by or on behalf of the Customer.
- 14.6. For the purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party, including:
- 14.6.1. acts of God, flood, storm, fire, earthquake or other natural disaster;
 - 14.6.2. epidemic, pandemic or other public health emergency, or any governmental or public authority action in response to such an event;
 - 14.6.3. war, terrorism, riot, civil commotion or insurrection
 - 14.6.4. industrial dispute, strike, lock-out or other labour disturbance (other than involving only the affected party's own workforce);
 - 14.6.5. failure of utilities, telecommunications, hosting, internet or third-party network or infrastructure services; and
 - 14.6.6. any other event or circumstance of a similar nature, but does not include any inability of a party to pay any amounts due under this Agreement.
- 14.7. Neither party is liable for any failure, reduction in service or delay in performing its obligations under this Agreement to the extent caused by a Force Majeure Event. Where a party's performance is or may be affected by a Force Majeure Event, that party must notify the other party as soon as reasonably practicable after becoming aware of the Force Majeure Event. This clause does not apply to, and will not relieve either party from, its obligation to pay any undisputed Fees or other amounts due under this Agreement.

15. TERMINATION AND SUSPENSION

- 15.1. If an Event of Default occurs in respect of the Customer, Virtuosa may, to the extent permitted by Applicable Law, by written notice to the Customer:
- 15.1.1. suspend or restrict access to the Virtuosa AI Solution or the Customer Account (in whole or in part); and/or
 - 15.1.2. terminate this Agreement with immediate effect.
- 15.2. If an Event of Default occurs in respect of Virtuosa, the Customer may, without limiting any non-excludable rights it may have under the ACL, terminate this Agreement by written notice to Virtuosa, with effect from the date specified in the notice.
- 15.3. Without limiting any other rights or remedies available to it, Virtuosa may, acting reasonably, suspend, restrict or terminate access to the Virtuosa AI Solution (in whole or in part) if Virtuosa knows or reasonably suspects that the Customer or any Customer User has breached the Acceptable Use Policy. The Customer remains liable to pay all Fees that accrue or are payable during any period of suspension in accordance with this Agreement.

- 15.4. Notwithstanding any other term of this Agreement, if the Customer terminates this Agreement for reasons other than an Event of Default in respect of Virtuosa, prior to the expiry of the Initial Subscription Period then in addition to any outstanding Fees owed by the Customer to Virtuosa at the time of termination, the Customer will pay to Virtuosa the Early Termination Initial Setup and Training Cost Recovery Fee.
- 15.5. The termination and suspension rights under this clause 15 may only be exercised to the extent permitted by Applicable Law (including any stay on enforcing certain rights under the Corporations Act).

16. GENERAL

- 16.1. Each party represents, warrants and undertakes that it has full power, capacity and authority to enter into, and perform its obligations under, this Agreement, including, in respect of the Customer, authority to implement the Virtuosa AI Solution within its business operations or otherwise and to bind its Customer Users and/or personnel to comply with this Agreement and the Customer's Professional Obligations.
- 16.2. Any notice or other formal communication under this Agreement must be in writing and sent by hand, prepaid post or email to the relevant party at the address or email address set out in the Customer Contract (or as otherwise notified in writing from time to time).
- 16.3. A notice is deemed received:
- 16.3.1. if delivered by hand, at the time of delivery;
 - 16.3.2. if sent by prepaid post, on the third Business Day after posting within Australia or the seventh Business Day after posting internationally; and
 - 16.3.3. if sent by email, at the time the email leaves the sender's email system, provided the sender does not receive an automated delivery failure notice.
- 16.4. For Virtuosa, formal notices must be sent to:
- Attention: Virtuosa
 - Address: Registered Office as set out in the Customer Contract.
 - Email: Admin@virtuosaai.com; with a copy to:
 - Attention: Solomon Penny
 - Address: Level 14, 330 Collins Street, Melbourne VIC 3000
 - Email: solomon@muzaripenny.com.au
- 16.5. For the Customer, formal notices must be sent to the contact person, address and email set out in the Customer Contract (as updated by written notice).
- 16.6. In addition to formal notices, the Customer agrees that Virtuosa may communicate with the Customer and Customer Users about the Virtuosa AI Solution (including clinical documentation features, safety updates, model changes, privacy and security information, and regulatory or professional-practice guidance relevant to use of the Virtuosa AI Solution) via in-product messages, pop-ups, emails, SMS, notifications within the Virtuosa AI Solution and information on the Virtuosa Website.
- 16.7. Where the Customer provides an email address or enables notifications for a Customer Account, the Customer:
- 16.7.1. authorises Virtuosa to send operational, safety and product-related communications to that address or channel;
 - 16.7.2. agrees that Virtuosa may rely on instructions and communications apparently from that address or channel as being from, and binding on, the Customer; and
 - 16.7.3. and must ensure that only authorised persons have access to that address or channel and notify Virtuosa promptly of any suspected unauthorised use or security compromise.
- 16.8. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, that provision is severed to the extent of the illegality, invalidity or unenforceability, and the remaining provisions continue in full force. Where permitted by Applicable Law, the parties will negotiate in good

faith to replace any such provision with a lawful, valid and enforceable provision that, to the greatest extent possible, achieves the original legal and commercial intent of the affected provision in the context of an AI-assisted clinical documentation solution.

- 16.9. The Customer may not assign, novate, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement without Virtuosa's prior written consent (not to be unreasonably withheld or delayed).
- 16.10. Virtuosa may assign, novate or transfer its rights or obligations under this Agreement (in whole or in part):
 - 16.10.1. to any of its Related Bodies Corporate; or
 - 16.10.2. in connection with a merger, acquisition, investment, corporate reorganisation or sale of all or substantially all of the shares or assets of the Virtuosa AI business, by giving written notice to the Customer. The Customer agrees to execute any reasonable documents necessary to give effect to such assignment or novation, provided this does not diminish the Customer's contractual rights in respect of the Virtuosa AI Solution.
- 16.11. This Agreement constitutes the entire agreement between the parties in relation to the Virtuosa AI Solution and supersedes all prior proposals, agreements, understandings and representations relating to its subject matter.
- 16.12. Except where this Agreement expressly permits Virtuosa to update these Software Terms of Service or the Virtuosa Privacy Policy by publishing an updated version on the Virtuosa Website, this Agreement may only be amended by a written document signed by both parties.
- 16.13. Except for Virtuosa's Related Bodies Corporate (who may rely on and benefit from the limitations and exclusions of liability and indemnities in Virtuosa's favour), no person other than the parties has any right (whether under statute or otherwise) to enforce any term of this Agreement.
- 16.14. Nothing in this Agreement creates any partnership, joint venture, employment, clinical supervision or agency relationship between the parties. The Customer remains solely responsible for its clinical services and Professional Obligations, and Virtuosa does not supervise or employ the Customer or any of its personnel.
- 16.15. This Agreement is drafted in the English language. Any translation is provided solely for convenience, and, to the extent of any inconsistency or ambiguity, the English language version prevails.
- 16.16. The parties may execute or accept the Customer Contract (and any related document, including an amendment) using electronic signatures, click-wrap acceptance, or other electronic acceptance mechanisms made available by Virtuosa (including acceptance within the Virtuosa AI Solution). Each party agrees that any such electronic signature or acceptance has the same legal effect as a handwritten signature and evidences that party's intention to be bound.
- 16.17. If a dispute arises in connection with this Agreement, a party may give written notice of the dispute to the other party. Within 14 days after the notice is given, a senior representative of each party with authority to resolve the dispute must meet (which may be by videoconference) and use reasonable endeavours in good faith to resolve the dispute, taking into account the need for continuity of safe clinical documentation services to the Customer's patients and clients.
- 16.18. If the dispute is not resolved within that period, either party may commence court proceedings in accordance with clause 16.20
- 16.19. Nothing in this clause 16 prevents a party from seeking urgent injunctive or declaratory relief (including to protect confidentiality, security or intellectual property, or to address data protection or patient-safety risks), or from commencing proceedings where reasonably necessary to avoid a limitation period expiring.
- 16.20. This Agreement, and any dispute or Claim arising out of or in connection with it (including any non-contractual dispute or Claim), is governed by the laws of New South Wales, Australia, and each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from them and waives any objection to proceedings in those courts on the grounds of venue or that they are an inconvenient forum.
- 16.21. Without limiting any shorter contractual limitation period expressly agreed elsewhere in this Agreement, each party must notify the other in writing of any Claim it has under or in connection with this Agreement (including any Claim arising from use of the Virtuosa AI Solution) within six (6) months after the day on which it first became aware, or ought reasonably to have become aware, of the facts

giving rise to the Claim. In assessing any relief, a court or tribunal may take into account any prejudice suffered by the other party as a result of any delay in notification, but a failure to notify within that period does not of itself bar the Claim where such a limitation would be inconsistent with any non-excludable rights under Applicable Law (including the ACL).