

Clinic Services Agreement

Version	2026-10-16
Effective	October 16, 2026
Supersedes	the version dated October 7, 2026
First published	September 17, 2026
Operated by	Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai

This Clinic Services Agreement (this “Agreement”) is entered into as of the date the Clinic accepts it electronically, as described in the Acceptance and Execution section below (the “Effective Date”), by and between Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai (“Psybird”), and the clinic or organization identified at signup (the “Clinic”). Psybird and the Clinic are each a “Party” and together the “Parties.”

A Clinic account on Psybird is how a clinic runs the practices of the clinicians who work with it. The Clinic makes a one-time code for each clinician it invites; clinicians link their own practices to the Clinic as Seats with those codes; the Clinic gives its owners, its staff and the clinicians it chooses their own logins to the Clinic account, each with the permissions the Clinic gives them; through them the Clinic sees every Seat's records and does the Seats' administrative work, while each clinician keeps their own clinical work; Psybird raises one consolidated invoice to the Clinic covering all of them; and the Clinic may bill insurance, under its own name and numbers, for the Seats it chooses. This Agreement covers that relationship.

THE CLINIC SEES EVERY SEAT'S RECORDS AND DOES ITS ADMINISTRATIVE WORK, NEVER ITS CLINICAL WORK. Through the Clinic People it gives logins, each within the Permissions it gives them, the Clinic can see every record in every Seat, including records made before the Seat joined, and Psybird records each time one of them opens a Seat's practice (Section 5). The Clinic is responsible for whom it gives a login and for everything they do (Section 5B). Each clinician keeps their own notes and clinical work, and their own Clinician Services Agreement and Business Associate Agreement, which this Agreement does not replace. Sections 5, 5B, 6 and 7 say where the boundary runs.

1. What this Agreement covers, and what it does not

1.1 This Agreement is between Psybird and the Clinic. It covers the Clinic account, the Seats in it, the Clinic People and their use of the clinic console, the Fees, the Clinic's access to and work in its Seats' practices (Section 5), and the Clinic as billing provider for the Seats it chooses (Section 3A).

1.2 Every clinician who uses the Platform accepts the Psybird Clinician Services Agreement and Business Associate Agreement (the “Clinician Agreement”) for their own practice, before that practice can become a Seat. The Clinic does not accept it for them, cannot waive it for them, and this Agreement does not change it, except as Section 7 states about Fees.

1.3 The clinic console holds the Clinic's own records: its Seats, its clinicians' names and workforce email addresses, its codes, its invoices, its Billing Details, its books (Section 3C), its Clinic People and their Permissions, its History Log (Section 5B.4), its offices, its conversations with clinicians and clients (Section 5C), its conversations with Psy, with their summaries, and what Psy remembers for its Clinic People (Section 5A), its documents (Section 5A.4) and its Kept Copies (Section 8.2). It also opens each Seat's Seat Records, as Section 5 describes; those remain the records of that Seat's practice, held for that practice under its Clinician Agreement.

2. Definitions

- **“Platform”** means the Psybird.ai web and mobile application and related services.
- **“Seat”** means a clinician's practice that is linked to the Clinic account with a Clinic Code.
- **“Clinic Person”** means an individual the Clinic gives a login to the Clinic account: a member of the Clinic's staff (a “Staff Member”), or the clinician of a Seat to whom the Clinic gives that access (a “Clinic Clinician”). Each Clinic Person has one login, for themselves alone. Where this Agreement says that a Clinic Person does something, it means a Clinic Person whose Permissions cover it.
- **“Owner”** means a Clinic Person who holds every Permission. Only an Owner makes another Clinic Person an Owner, the Clinic always has at least one Owner, and the individual who created the Clinic account is an Owner and cannot be removed or stop being one.
- **“Permissions”** means the parts of the Clinic account the Clinic gives a Clinic Person, each separately, as Section 5B.2 describes: Calendar and front desk; Billing and cards; Insurance claims; Accounting and reports; Clinical records; Clinic settings and roster; and Psy.
- **“History Log”** means the record of the Clinic People's actions that Section 5B.4 describes.
- **“Clinic Code”** means a one-time code a Clinic Person makes in the clinic console, which one clinician enters to link their practice to the Clinic.
- **“Billing Details”** means the Clinic's own legal name, Type 2 National Provider Identifier (NPI), employer identification number (EIN), taxonomy code, billing address, billing telephone number and billing email address, as a Clinic Person enters them in the clinic console.
- **“Clinic-Billed Seat”** means a Seat for which the Clinic is, under Section 3A, the billing provider on that Seat's insurance claims.
- **“Seat Records”** means everything a Seat's practice holds in the Platform: its clients and their records, its clinician's notes, its clients' conversations with Psy and its clinician's own conversations with Psy, direct messages, documents and forms, the calendar, claims, the client ledger and payments.
- **“Kept Copy”** means the read-only copy of a removed Seat's Seat Records that Section 8.2 describes.
- **“Discipline”** means the kind of care a Seat's practice provides through the Platform, chosen when that practice signed up: mental health or physical therapy.
- **“Connected Client”** means, for a Seat and a calendar month, a client who at any point in that month held a Platform login attached to that Seat's practice. Section 4.3 says how Connected Clients are counted.
- **“Clinician Agreement”** means the Psybird Clinician Services Agreement and Business Associate Agreement that each clinician accepts for their own practice, including, for a physical therapy practice, its Physical Therapy Addendum.
- **“Fees”** means the amounts payable to Psybird under Section 4.

3. Seats

3.1 Adding a Seat. A Clinic Person makes a Clinic Code in the console for each clinician the Clinic invites. A code works once and stops working when it expires (the console shows when); it may be tied to the clinician's email address when it is made, and a code so tied works only for a login with that address; the papers the Clinic added for that clinician reach their practice only once that address is verified. The clinician creates their own Psybird account, accepts the Clinician Agreement, and enters the code. Their practice becomes a Seat. The Clinic is responsible for giving each code only to the clinician it is for, and for revoking in the console any unused code that is exposed or no longer wanted. Revoking a code stops it being usable to join; practices already linked are unaffected. A code made before a Seat was removed cannot link that practice again.

3.2 Removing a Seat. Only the Clinic removes a Seat, through an Owner, and may do so at any time. Before the removal, the Owner chooses, client by client and with nothing chosen in advance, whether each client of the Seat moves to another Seat of the same Discipline in the Clinic, as Section 3.4 describes, or stays with the departing clinician; the Platform then offers the Seat's records for download, and the removal takes effect when the Owner confirms it. Removing a Seat unlinks that practice from the Clinic. It then bills for itself under its Clinician Agreement from the start of the following month, and Psybird gives its clinician 14 days from the removal before asking for their own payment method. The clients who stay with the departing clinician stay on that practice. Removing a Seat does not end that clinician's own Clinician Agreement or their account. Psybird keeps a Kept Copy of the Seat for the Clinic, as Section 8.2 describes.

3.3 A clinician leaving. A clinician cannot take their practice out of the Clinic in the Platform, and while it is a Seat they cannot delete their account either, because the Clinic keeps its copy of a Seat's records only on a removal (Section 8.2). A clinician who wants to leave, or to close their account, asks the Clinic; the Clinic removes the Seat under Section 3.2, and the clinician may then close their account. If the Clinic does not act on the request, the clinician may ask Psybird, as Section 8.5 describes. Nothing the Clinic does stops a clinician from taking their practice's export.

3.4 Moving clients between Seats. An Owner may move any client of a Seat to another Seat of the same Discipline in the Clinic, one client or many, when removing a Seat or at any other time. A move inside the Clinic happens at once: it does not wait for the sending clinician to release the client, for the receiving clinician to accept, or for the client's own authorization. Psybird copies the client's record to the receiving Seat, keeps the client's booked session times with the receiving clinician, and tells the receiving clinician and the client, naming the new clinician to the client; the sending clinician sees the move on the client's file. The sending practice keeps the records it held. The Clinic is responsible for having the authority, under its own arrangements with its clinicians and under applicable law, to direct each move it makes. A move a clinician offers a colleague themselves still waits for that colleague to accept.

3.5 Only what the Clinic chose. A removal moves only the clients the Owner chose to move, including any who never connected a login; every other client stays on the departing clinician's practice. Psybird never moves a client between Seats of different Disciplines.

3A. The Clinic as billing provider

3A.1 Choosing. The Clinic may choose, Seat by Seat, to be the billing provider on that Seat's insurance claims. A Clinic Person makes or ends the choice in the console, and may set whether a clinician who joins starts as a Clinic-Billed Seat; a joining Seat starts that way only once the Clinic's Billing Details are complete. Psybird tells the clinician, in their own account, that the Clinic bills insurance for them.

3A.2 The Clinic's Billing Details. The Clinic keeps its Billing Details complete and current, and represents that they are its own and correct. While a Seat is a Clinic-Billed Seat, Psybird prepares that Seat's claims with the Clinic as the billing provider, under the Clinic's Billing Details, and names the Seat's clinician as the rendering provider under that clinician's own NPI. Psybird transmits such a claim to a payer only under an NPI and EIN Psybird has approved for the Clinic, and only naming a rendering NPI Psybird has approved for that clinician. A clearinghouse provider record can never be edited once it is made, so once the Clinic is enrolled with a payer its NPI and EIN cannot be changed in the console; Psybird moves them with the Clinic on request. Where a Seat's session took place at one of the offices the Clinic sets up in the console, the Platform names that office's address on the session's claim as the place the service was provided when it differs from the claim's billing address; no client sees an office in the Platform.

3A.3 Authority and enrollment. The Clinic is responsible for having, under its own arrangements with each clinician and the requirements of each payer, the authority to bill for that clinician's services under its own numbers and to receive payment for them, including any reassignment of benefits or group enrollment

a payer requires of the clinician or of the Clinic, and for keeping it in place. The Clinic's enrollments with payers are its own, started by a Clinic Person in the console, and Section 8B.1 of the Clinician Agreement applies to them with the Clinic in the clinician's place: the Clinic authorizes Psybird and its clearinghouse to make the Clinic's provider record and enrollment requests and to receive acknowledgments, claim status responses and remittance advice for the Clinic's claims, and the Clinic remains responsible for any registration a payer requires of it directly.

3A.4 The Clinic files. The Clinic files the claims of each Clinic-Billed Seat: a Clinic Person files them, sends them again, corrects and voids them, and files a claim to a client's second health plan, in the console, and the Seat's clinician does not, nor does the Platform offer it to them. A Clinic Person's action to send a claim is the Clinic's electronic signature on it and the Clinic's certification, on the terms of Section 8B.2 of the Clinician Agreement with the Clinic in the clinician's place: that the services were furnished as the Seat's records describe, that the claim is true, accurate and complete, that the supporting documentation exists in the record, and that the Clinic is entitled to bill each code, modifier and unit claimed. The claims Psybird sends without a further action under Section 8B.2A of the Clinician Agreement are sent for a Clinic-Billed Seat on the same standing authorization, given by the Clinic. The Seat's clinician remains responsible for the services and for the documentation each claim is built from (their notes, their attendance marks and their signed reports), on which the Clinic relies; the Clinic is responsible for the accuracy and truthfulness of each claim it files, as Section 8B.4B of the Clinician Agreement makes a clinician responsible for theirs. Payers pay the Clinic, under the Clinic's own enrollment with each payer. Psybird does not receive, hold or forward payer funds. What the Clinic pays its clinicians, and any dispute about it, is between the Clinic and its clinicians.

3A.5 Changes. A change to who bills for a Seat applies to claims made after it. A claim already sent stays under the numbers it was sent under: it is voided, and filed again if needed, under those numbers, and Psybird does not correct it under the other ones. Psybird refuses the change while that Seat has claims waiting on a payer enrollment under the numbers in force, until they have gone. A practice that stops being a Seat bills for itself from that moment, and the claims already sent stay where they are.

3A.6 Supervised clinicians. Where a Seat's clinician is pre-licensed and practises under a supervisor named in the Platform, Psybird names that supervisor on each of the Seat's claims as the supervising provider and on its superbills, and refuses to file a claim to Medicare for that clinician's services. Before the Clinic files its first such claim, a Clinic Person acknowledges, once, that each payer the Clinic bills for a pre-licensed clinician accepts claims for that clinician's services. For a Clinic-Billed Seat the Clinic represents, and for any other Seat its clinician represents under their Clinician Agreement, that the supervision meets the law of each state concerned and each payer's rules. Psybird relies on those representations and does not verify licenses or supervision.

3B. The Clinic collecting card payments

If the Clinic takes card payments from the clients of a Clinic-Billed Seat, it does so on its own Stripe account, which a Clinic Person connects and keeps up. The Clinic is responsible for refunds, disputes and its own financial policy toward those clients. How the Clinic accounts to its clinicians for those payments is between them; Psybird does not split, route or pay out any part of them. Psybird takes no fee from those payments, holds none of the money and is not in the flow of funds; Stripe's fees and losses are between the Clinic and Stripe. A refund or dispute of a payment is handled on the account that took it. Psybird never asks a client for a card itself: a Clinic Person, or a clinician the Clinic lets take payments, sends the client the link, as Section 5.4 describes.

The card authorization, the financial policy and receipts. When a client saves a card for the Clinic, the page shows the authorization Section 8A of the Clinician Agreement quotes, naming the Clinic as the account holder and giving the contact the Clinic saved, and Psybird keeps the words the client saw with the

card's record. The Clinic honors that authorization, including telling the client before the next charge when its terms change. The Clinic sets its financial policy in the Platform, starting, if it wishes, from Psybird's sample, which is a starting point only and not legal advice; Psybird shows the policy, with the Clinic's name and contact and never a client's name, on a page the authorization links to. Stripe emails the client a receipt for every charge and refund, in the Clinic's name. Psybird emails clients nothing about money, and when a charge is declined nothing is sent to the client automatically: asking the client to pay another way is the Clinic's choice.

3C. The Clinic's books

3C.1 Payouts. If the Clinic connects its own Stripe account under Section 3B, Psybird receives from Stripe the records of the payouts Stripe makes from that account to the Clinic's bank account (each payout's amount, date and status, and the payments, refunds and fees in it) and keeps them to show the Clinic its deposits and to reconcile its books. Psybird never holds, moves or routes those funds and takes no fee or deduction from them.

3C.2 Bank statements. A Clinic Person may upload a bank statement file so that Psybird can match the Clinic's deposits to insurer payments and card payouts. Psybird keeps only each line's date, amount, a shortened description and any payment trace number found in it, and keeps no account or routing number. The uploaded lines are deleted with the Clinic account.

3C.3 Clinician pay. From pay rules the Clinic sets, Psybird can calculate what a clinician earned in a pay period, as a convenience to the Clinic. A Clinic Person may close a pay period: its statements are then saved and never change, and money for a session in a closed period that is written later (a late payment, a payer's take-back, a refund or another change) appears on the next open period's statement as a line of its own, with its amount and the reason. The Clinic may share a closed period's statement with the clinician it is for: that clinician then sees in the Platform their own statement for that period, with each session's date and service code and no client's name, and never another clinician's statement or the Clinic's totals. If the Clinic stops sharing a period, the clinician no longer sees it in the Platform, and what they already read or saved stays with them. Psybird records each change to the sharing. The calculation is not payroll, tax or employment advice, Psybird pays no one, and the Clinic remains responsible for what it pays its clinicians and for its own records.

3C.4 Months, and what the Clinic downloads. The Clinic's figures for a month are shown as they stand when they are read. No month is closed or frozen: a payment, refund or other change that arrives later counts on the date it happens, so a past month's figures can change. The journal a Clinic Person downloads for the Clinic's bookkeeper carries totals only, with no client's or clinician's name. The list of a month's payments a Clinic Person downloads names the clients and clinicians, and the pay downloads name the clinicians; they are the Clinic's own records, which the Clinic protects as it protects any record that names a client.

3C.5 The Clinic's books in the Platform count the Seats the Clinic bills for; a Seat that bills for itself is shown on its own and is in no total. They are kept for the Clinic's convenience: Psybird is not the Clinic's accountant or bookkeeper and does not certify them.

4. Fees

4.1 The price. The Clinic pays, for each Seat, whatever its Discipline, a monthly fee for each Connected Client of that Seat and a filing fee for each insurance claim Psybird files with a payer for that Seat. For each Seat, the Clinic also pays a monthly seat fee for every month in which that practice was a Seat of the Clinic at any point, even for a single day, with no proration, whatever the Seat's Discipline, whoever bills its insurance claims and whichever invoice Section 4.4 puts that month's client and filing fees on. Filing fees

apply to claims filed on or after the Effective Date of this Agreement (October 16, 2026); claims filed before that date carry no filing fee. The amount of each fee is the price shown in the Platform at the time, in the clinic console and in each Seat's billing settings, and the amount shown there is the amount Psybird charges; Section 4.8 is the only way it changes. Apart from that seat fee, there is no user fee, no minimum, no setup fee, no volume discount and no annual spending commitment, and counts are never pooled across Seats.

What Psybird does not charge for. Psybird charges nothing for eligibility and benefit checks, for receiving payer acknowledgments, claim status responses or remittance advice, for posting payments, for a claim Psybird voids, for care reports, superbills, client statements, Good Faith Estimates or exports, for file storage, for video and voice calls, for the logins of the Clinic's Staff Members, or for anyone's use of Psy, the Platform's conversational assistant, and Psybird adds nothing to an invoice for artificial-intelligence usage. Psybird takes no fee, commission, percentage or other deduction from any payment a client makes to a clinician.

4.2 How it is billed. Fees are billed monthly in arrears. On or about the second day of each month Psybird issues one consolidated invoice to the Clinic for the month that has just ended, with separate lines for each Seat naming that Seat's practice. The Clinic authorizes Psybird and Psybird's payment processor (Stripe) to charge the payment method saved on the Clinic account for that invoice and for any applicable taxes. Stripe holds the payment method, makes the charge and sends the receipt; Psybird does not store payment-card numbers. A month in which nothing is billable raises no invoice.

4.3 What is counted, and no proration. Psybird counts what it charges for as follows, and states the consequences plainly so that no invoice is a surprise:

- A Connected Client counts once for the month and once only, however many sessions, messages, claims, documents or exercises that client has.
- The seat fee counts once for each Seat and each month in which it was a Seat of the Clinic at any point, even for a single day, for that whole month, however many clients or claims it had, including a month in which it joined or left. Where a Seat moves between the Clinic and another clinic during a month, each clinic pays that month's seat fee for it.
- Fees are **not prorated**. A client who connects on the last day of a month counts for that whole month. A client a clinician removes during a month counts for that month, and billing for that client stops after it.
- A client who leaves a Seat's practice and rejoins it in the same month under the same email address counts once. A return under a different email address is a second connection and counts again.
- A client record with no client login attached to it counts for nothing, however long the clinician keeps it. Demonstration and test records are always free.
- A claim is billable when Psybird itself transmitted it and the clearinghouse accepted the transmission; it went to a real payer as a production claim rather than to a test payer; it is not a void; and it was filed on or after the date the filing fee began. A correction, a resubmission, a claim to a client's second plan, and a remote therapeutic monitoring or care management claim are each a filing of their own. Two sessions on the same day that share one claim are one filing.
- A claim refused at the clearinghouse's door, a claim filed outside the Platform (by a clinician or by the Clinic), a claim a first payer forwards to a second payer itself, and a void are not billable. The claim a void cancelled remains billable, because it was filed. What the payer later does with a claim does not change the fee: a claim that is denied, rejected, appealed or never paid is still a claim Psybird filed.
- A billable claim is counted in the calendar month it was filed and is charged on that month's invoice; the month a payer answers or pays it does not move the fee.

- Each Seat is counted on its own clients, its own claims and its own calendar month, in the time zone set on that Seat's practice.

Section 3A of the Clinician Agreement states these rules in full, and this Agreement counts the same way.

4.4 A Seat that joins, leaves or moves mid month. This Section says whose invoice carries a Seat's Connected Client and filing fees for a month; the seat fee is owed as Sections 4.1 and 4.3 say, by every clinic the practice was a Seat of during the month. The Connected Client and filing fees for each month of a Seat's practice are billed once. A clinic can be charged for a month when it has a usable payment method saved and its account was not past due when the month ended. The month belongs to the clinic the practice was a Seat of when the month ended, if that clinic can be charged, and otherwise to a clinic the practice left during the month that can be charged. So a Seat that leaves the Clinic partway through a month to bill for itself still appears on the Clinic's invoice for that month, and a Seat that joins partway through a month appears on it from that month. A Seat that moves between the Clinic and another clinic partway through a month is billed for that month by the clinic it moved to, if that clinic can be charged; if it cannot, the month stays with the clinic it left, under which the month began, and the clinic it moved to carries those fees from the following month. If no clinic the practice was in during the month can be charged, Psybird may instead bill a Seat that has a payment method of its own directly for that month's Connected Clients and claims, and the Clinic, where the month would otherwise be its, still owes that Seat's seat fee for the month. A clinician cannot close their practice while it is a Seat (Section 3.3).

4.5 A payment method is required. Psybird asks the Clinic for a payment method before anything is charged. Until one is saved, Psy is unavailable to a Seat once that Seat has connected its first client; everything else in the Platform keeps working. While a practice is a Seat it cannot save a payment method of its own, because billing is the Clinic's.

4.6 If an invoice is not paid. Nothing is switched off immediately. If an invoice is still unpaid thirty (30) days after the account first shows as past due, Psybird may pause Psy, the Platform's conversational assistant, for every Seat in the Clinic until the account is settled. Everything else keeps working, including client records, scheduling, notes, direct messaging, video and voice calls, client billing, insurance claim filing and exports, and claims filed during that time are billable in the ordinary way. Paying restores Psy for every Seat. Psybird may also suspend access for a Clinic account that remains unpaid, but only after at least fifteen (15) days' written notice and an opportunity to pay. Psybird will not delete a practice's records, and will not withhold a clinician's export, because an invoice is unpaid. This Section, and not the cure provision in Section 14.3, governs what Psybird does about non-payment.

4.7 Taxes. Fees are exclusive of taxes. The Clinic is responsible for any sales or use tax on them.

4.8 Price changes. Psybird may change a Fee, or introduce a fee for something it has not charged for before, on at least thirty (30) days' prior notice by email to the Clinic's account address. A change takes effect at the start of the first calendar month that begins after the notice period ends, and never applies to a month already invoiced. The Clinic may end this Agreement under Section 14 before the change takes effect.

4.9 Refunds and corrections. Except as required by law or as this Agreement expressly states, Fees are non-refundable. If an invoice is wrong, Psybird corrects it by voiding the invoice or by issuing a credit.

4.10 Invoice questions. Email support@psybird.ai within 60 days of an invoice and Psybird will review it and correct anything that is wrong.

5. What the Clinic can see and do

5.1 Every Seat's records. While a practice is a Seat, the Clinic can see all of its Seat Records as its clinician sees them, including records made before the practice became a Seat, through its Clinic People,

each as far as their Permissions reach: an Owner, or a Clinic Person with Clinical records, sees all of them. The clinician directs this access by joining the Clinic, under Section 3D of their Clinician Agreement. The console also shows the Clinic its own records under Section 1.3, the counts and money each Seat produces, which Seats are Clinic-Billed Seats, the Clinic's enrollments with payers and its payment method, and lists every client of every Seat, with their clinician, their sessions and their insurer or self-pay and no clinical content; Psybird records each time a Clinic Person opens that list.

5.2 Opening a practice. A Clinic Person with Clinical records may open a Seat's practice and see it as its clinician does. Psybird records each time a Clinic Person opens a Seat's practice, and shows that record to the Clinic. Inside that view, the controls for the clinician's own work are locked, and Psy does not answer.

5.3 The Clinic's work in a Seat. The Clinic People do the Seats' administrative work, each within their Permissions: they book, move and cancel clients' sessions, of which Psybird tells the client and the clinician, and which the Platform shows the clinician as booked by the Clinic; start a new client's intake for a Seat with the front-desk details and, if the Clinic chooses, the first session, which the clinician finishes, the clinician's finishing step being what sends the client's invitation; answer requests for new clients as Section 9A says; work billing and claims as Section 5.4 says; and work with the Seats' documents and forms, including the documents in each clinician's practice and those the Clinic adds to it under Section 5A.4. A Clinic Person with Clinical records may also file into a client's documents in that client's Seat a PDF of a form the client signed outside the Platform, with the date it was signed: the Platform marks it as from the Clinic, the client sees it in their app, and the clinician cannot withdraw it; the Clinic may take back a form it filed, which removes its record, while the file itself, like every form file, is never deleted. No Clinic Person writes, changes or signs a clinician's note, messages a client as the clinician or calls a client as the clinician. Clinical decisions and the clinical record remain each clinician's. Psybird records each action a Clinic Person takes in a Seat.

5.4 Billing and claims. For a Clinic-Billed Seat, a Clinic Person files, corrects and voids its claims as Section 3A.4 describes, and may enter a payer's answer to a claim, mark a claim as filed outside the Platform and enter the payer's answer to it (Psybird files no such claim and charges no filing fee for it), run a coverage check and hand a claim back to the Seat's clinician when what it needs is in a client's record. The Clinic also works that Seat's client billing: it may set the prices the Seat's services are billed at, and a Clinic Person charges clients' saved cards, asks clients for cards, records payments, waives balances and refunds the payments the Clinic's own account took, card payments being taken as Section 3B says; a payment the clinician's own account took before the Clinic took over card payments is refunded by the clinician, from their own Stripe account. The Seat's clinician sees that billing and does not act on it, unless the Clinic lets that clinician take payments: then the clinician may charge their own clients' saved cards on the Clinic's account (only while the Clinic takes card payments under Section 3B), ask their clients for cards and record payments taken outside the Platform. Each such payment is the Clinic's, is in the Clinic's books and is marked with the clinician who took it; refunds, waivers, prices, edits and everything else stay with the Clinic People, and the Clinic is responsible for whom it lets take payments, as Section 6.3 says of its workforce. The clinician's attendance mark on a session still creates that session's charge. For a Seat that bills for itself, a Clinic Person sees its billing and claims and does not act on them. A Clinic Person may send a client of a Clinic-Billed Seat a superbill of their paid sessions in the Clinic's conversation with that client (Section 5C.2). Where a client's insurance is marked as Medicaid, the Platform charges no fee for that client's missed session or late cancellation unless a Clinic Person removes the mark, and files that client's claims to the plan billed first as Medicaid claims (never a claim to Original Medicare, nor one whose filing type is set by hand), as Section 8A of the Clinician Agreement describes.

5.5 The Clinic's use. The Clinic uses what it sees in Seat Records only for the treatment of the Seats' clients, for payment and health care operations, and to run the Clinic. It keeps them confidential, limits them to its Clinic People, each within the Permissions their work needs, and is responsible for how each Clinic

Person uses them. The Clinic will not use a Clinic Person's access to do a clinician's clinical work or to act in a clinician's name; a Clinic Clinician's clinical work in their own practice stays under their own Clinician Agreement.

5.6 When a practice stops being a Seat, the console stops showing its Seat Records, except the Kept Copy Section 8.2 describes.

5A. Psy for the Clinic

5A.1 Psy, the Platform's conversational assistant, works for each Clinic Person who has the Psy Permission, from what that person's Permissions let them see and do. It prepares actions as cards that take effect only when a Clinic Person taps them: it never changes a record, moves money or sends a message by itself, except a repeating reminder a Clinic Person approved, which is that person's own instruction. It does not write or sign a clinician's notes, message a client or make a clinical decision, and what it says can be wrong: the Clinic checks what it relies on. Each conversation with Psy names who started it, and each Clinic Person sees their own conversations. Owners can also read every other Clinic Person's conversations with Psy, which they open from a separate list and only read: an Owner cannot act on a card in another person's conversation. Every other Clinic Person reads only their own.

5A.2 Reminders. A Clinic Person may have Psybird send clinicians reminders, once, on a schedule or repeating, as Section 5C.1 describes. Each arrives in the clinician's conversation with the Clinic as a message from the Clinic, and as a notification that carries no client information.

5A.3 Research. When a Clinic Person, or a briefing under Section 5A.6, asks Psy to research a payer's or an agency's rules, Psy may read public web pages on a fixed list of insurer, government and credentialing websites, itself or through one to three helpers. A helper is a separate call to the same AI model, to which Psy hands a short question with no client details; it reads only public pages on that list, a PDF there being turned into text by Psybird's own software, and returns a short answer with quotes and links, and only that answer joins the conversation. A helper's use of the AI model counts toward the allowance of the Clinic Person who asked (Section 5A.7). Psy and its helpers send those websites only the address of the page they read, never a client's name, date of birth, member number or other information about a client, and Psybird refuses any request that would carry such information, including a question for a helper that carries a client's name, a date, a long number, a phone number or an email address. Those pages are third-party content, and the Clinic confirms anything it relies on with the payer or agency.

5A.4 Documents. A Clinic Person may upload documents for the Clinic as a whole and for any clinician's Seat, for example a policy or a clinician's license. The Clinic's own documents are stored with the Clinic account; a Seat's documents are copied into that clinician's practice when they join or, for a clinician already in the Clinic, when the Clinic adds them, marked "Added by your clinic", and the Clinic keeps its own copy. A file a Clinic Person gives Psy in a conversation is not one of the Clinic's documents: Psybird stores it with the Clinic account but apart from them, it is not listed among them and cannot be downloaded from the Platform, and Psy reads it only for the Clinic Person who gave it and for the Owners. The Platform's AI reads its text when it is given, a spreadsheet being turned into rows by Psybird's own software first, and the text is kept for Psy; the AI reads a photo, a scan or a PDF again only when Psy asks it a further question about that file, which counts toward the allowance of the person asking (Section 5A.7). Such a file stays with the Clinic account when the conversation is deleted, and is deleted with the Clinic account. Psy reads the documents' text to answer questions from a Clinic Person and from the clinician whose practice holds them; it never shares their contents with a client and never uses them in a client's conversations. The Clinic is responsible for having the right to upload each document and for what it contains. Only the clinician removes a document from their own practice.

5A.5 What Psy remembers. Psy may remember, for a Clinic Person, short notes that person tells it to remember and what its research found for them, with the pages it came from, and only that person's Psy draws on them. An Owner may also save a rule for the whole Clinic, which Psy draws on for every Clinic Person with the Psy Permission. Psy remembers nothing about a client: Psybird refuses a note that carries a client's name, a member number or other long number, a date of birth, a diagnosis code, an email address, or clinical words beside a client's name. A Clinic Person may have Psy forget a note they saved, and an Owner any note. Psybird keeps at most 200 notes for the Clinic; when they are full, a new note replaces the oldest note of the Clinic Person who keeps the most notes, their own notes going before a rule they saved for the whole Clinic. Psybird includes the notes in the Clinic's export and deletes them with the Clinic account.

5A.6 Briefings and watches. A Clinic Person with the Psy Permission may set up, by asking Psy and approving it once, a briefing, in which Psy answers a question on a schedule with nobody present, with that person's Permissions and only reading, or a watch, an hourly or daily check that uses no AI model and reports only what is new. Their results arrive in that person's Psy, each in a conversation of its own, with a notification that names no client. A briefing or a watch never changes a record, moves money or sends a message. A Clinic Person stops one by telling Psy or by deleting its conversation, and when a Clinic Person is removed, the Clinic chooses whether theirs keep running under an Owner or stop (Section 5B.3).

5A.7 Spreadsheets, and allowances. Psy may make a spreadsheet in a conversation, which anyone who can read that conversation can download and which is deleted with the Clinic account. Psybird charges nothing for Psy (Section 4.1); instead, its use is limited each month. Each Clinic Person who uses Psy has a monthly allowance Psybird sets and may change, and the Clinic has a monthly total, which Psybird sets in step with the Clinic's Seats. A Clinic Person's use of Psy, including the files it reads, the research it does for them and the briefings they set up, counts toward their own allowance and toward the Clinic's total, and each Clinic Person keeps their own allowance until the Clinic's total is reached. When a Clinic Person's allowance is used up, Psy and that person's briefings stop for that person until the first day of the next month, which that person and the Owners are shown; when the Clinic's total is used up, Psy and every briefing stop for every Clinic Person until then. Each Clinic Person sees what each of Psy's answers used and their own month so far, and the Owners see each Clinic Person's month. Using up an allowance or the total never adds anything to an invoice.

5A.8 Long conversations, and what Psy keeps to search. When a conversation with Psy grows long, or a Clinic Person presses Compact, Psybird's servers have the same AI model write a summary of its older messages, which is kept with the conversation and which Psy reads in their place from then on. The summary holds what those messages held, including the names and numbers a person or Psy wrote there; the Clinic Person still sees every message; whoever may read the conversation may read its summary, and no one else; and it is deleted with the conversation and with the Clinic account. When one of Psy's lookups returns a long result, or Psy is given a long file's text, Psybird keeps the whole of it on its servers for that conversation, so that Psy can search it, and shows Psy only its start. It is what the Clinic Person may already see through Psy within their Permissions; only that Clinic Person's Psy, in that conversation, reads it; and it expires 24 hours after it was kept and is then deleted, sooner when the conversation is summarized or deleted, and with the Clinic account.

5B. The Clinic's people

5B.1 Logins. The Clinic gives logins to its account to the individuals it chooses: besides the individual who created the account, Staff Members, whom a Clinic Person invites by email, and Clinic Clinicians. Each Clinic Person has one login, for themselves alone, which they must not share. Psybird charges nothing for a Staff Member's login. An Owner holds every Permission; only an Owner makes another Clinic Person an Owner; the Clinic always keeps at least one Owner; and the individual who created the Clinic account

remains an Owner and cannot be removed.

5B.2 Permissions. The Clinic gives each Clinic Person the Permissions it chooses, and may change them at any time. Each Clinic Person sees and does in the Clinic account only what their Permissions allow: Calendar and front desk (for example booking, moving and cancelling sessions, starting intakes and answering requests for new clients); Billing and cards (for example charging cards, asking for cards, recording payments and refunds); Insurance claims (for example filing, correcting and appealing claims, and enrollments); Accounting and reports; Clinical records (the Seats' notes and documents, and opening a Seat's practice under Section 5.2); Clinic settings and roster (for example the Clinic Codes, prices, who bills, offices and the Clinic People; only an Owner removes a Seat or moves its clients, and a Clinic Clinician who is not an Owner never changes their own Seat's money settings: who bills its insurance, its client billing, its pay rule, its prices or whether they may take payments); and Psy (Section 5A). Every Clinic Person has the Clinic's messages (Section 5C). A Clinic Clinician's one login also carries their own practice, which stays under their Clinician Agreement, and their Permissions may let them see other Seats' records and money, which they use only for the Clinic's work.

5B.3 Removing a Clinic Person. A Clinic Person's access ends at once when the Clinic removes it. What they did stays in the Clinic's records, marked with their name, and their conversations with Psy stay with the Clinic. The Clinic chooses whether the briefings, watches and reminders they set up keep running under an Owner or stop. A Staff Member, or an Owner other than the individual who created the Clinic account, may also close their own login, which ends their access in the same way and leaves the Clinic account as it is, whether or not it has Seats; only that individual deletes the Clinic account (Section 8.4). A Clinic Clinician whose access is removed keeps their own practice and their login to it.

5B.4 The History Log. Psybird records in the Clinic's History Log each action a Clinic Person takes that changes something on the Clinic's side, downloads such as the list of a month's payments, and each time a Clinic Person opens a Seat's practice, a client's file in it or a Kept Copy, and not the pages and lists a Clinic Person only looks at: when it happened, who took it and what it was, and, where the action concerns them, the Seat's practice and the client's record number, never a client's name or anything the person typed. Only Owners read it, and an Owner may download it, whole or for one person. Psybird keeps it while the Clinic account exists and deletes it with the account.

5B.5 Notifications. Psybird tells each Clinic Person of what their Permissions reach with a count in the Platform and, while the Platform is open in their browser, a browser notification. A notification names no client, and Psybird does not email Clinic People their notifications.

5B.6 The Clinic's responsibility. The Clinic is responsible for whom it gives a login, for the Permissions it gives each of them, for removing a login promptly when a person leaves or no longer needs it, and for everything its Clinic People do in the Clinic account, as its own acts. When they act in the Clinic account, its Clinic People are its workforce for the purposes of the Clinic's obligations under HIPAA and under this Agreement. A Staff Member accepts the Psybird Terms of Service and Privacy Policy; this Agreement is the Clinic's, and no Clinic Person accepts it other than the individual who accepts it for the Clinic.

5C. The Clinic's messages

5C.1 With its clinicians. The Clinic has a conversation in the Platform with each Seat's clinician, in which every Clinic Person can read and write. Reminders the Clinic sends a clinician arrive there as messages from the Clinic, signed with the name of the Clinic Person who set them up or approved Psy's card for them. A repeating reminder is approved once and is then sent on its schedule until its last day or until it is stopped, and any Clinic Person may change or stop it. When a clinician notifies the Clinic through the Platform, the notice arrives there, naming the Clinic People the clinician picked.

5C.2 With clients. A Clinic Person may write to a client of a Seat in a conversation of the Clinic's own, which the client sees in their app under the Clinic's name only once the Clinic has written first, and in which the client may reply. Every Clinic Person can read and write in it, and the client's clinician does not see it in their own practice. Psybird tells the client of a new message there only with a notification that says they have a new message from their clinic, and sends them no email. A Clinic Person with Billing and cards may send the client a superbill of their paid sessions there. The Clinic writes there as the Clinic, never as the client's clinician, and is responsible for what it writes. When the client leaves the Seat's practice, is removed or transferred, or deletes their account, or when the Seat leaves the Clinic, the client can no longer see or write in the conversation, and the Clinic keeps its history. A superbill file the Clinic sent there is deleted if the Seat's practice removes the client or is deleted.

6. Health information

6.1 Each Seat's practice is the covered entity for the records in it, and Psybird is that practice's business associate under Part B of the Clinician Agreement that clinician accepted.

6.2 If the Clinic is itself a covered entity for the records in one or more Seats, or the clinicians in those Seats are its workforce, then Part B of the Clinician Agreement also applies between Psybird and the Clinic for those records, with the Clinic as Covered Entity. Psybird has executed Part B as a standing offer, and the Clinic accepts it for those records by accepting this Agreement. A countersigned copy is available at support@psybird.ai.

6.3 The Clinic is responsible for its own workforce, as Section 5B.6 says: whom it gives a login to the Clinic account and which Permissions, whom it gives its Clinic Codes to, and removing a login, and revoking an unused code, promptly when a person leaves.

6.4 The Clinic's access. Psybird gives the Clinic the access Section 5 describes at the direction of each Seat's practice, under Section B3B of Part B of that practice's Clinician Agreement. The Clinic represents that its access, and each use and disclosure it makes of what it sees, is permitted under HIPAA and other applicable law: because it is the covered entity for those records, or because each Seat's clinician may disclose them to it under their arrangement with the Clinic, with any authorization the law requires. A Clinic that is the billing provider for a Clinic-Billed Seat is a covered entity for the claims it bills. Section 6.2 applies between Psybird and the Clinic to the Seat Records the Clinic sees, where it is a covered entity for them.

6.5 Kept Copies and the Clinic's own records. Psybird holds each Kept Copy for the Clinic, and also the Clinic's own records that concern clients: its conversations with clients and with its clinicians, its conversations with Psy and the files given to Psy, and its History Log. Part B of the Clinician Agreement applies between Psybird and the Clinic to all of them, with the Clinic as Covered Entity, whether or not the Clinic is a covered entity under HIPAA. The Clinic accepts Part B for them by accepting this Agreement.

7. How this Agreement fits with each clinician's Clinician Agreement

7.1 What this Agreement replaces, and only while a practice is a Seat. Section 3 of the Clinician Agreement (Fees and Payment), together with the counting rules in Section 3A of that Agreement and the non-payment provisions of Section 3B (and, for a physical therapy Seat, Section 2 of the Physical Therapy Addendum), as they apply to the Fees for that practice. Section 3C of the Clinician Agreement says the same thing from the clinician's side. While the practice is a Seat, the Clinic owes those Fees, the clinician owes Psybird nothing for them, and the Platform will not let the Seat save a payment method of its own. If the practice stops being a Seat, Section 3 of the Clinician Agreement applies to it again from the start of the following month and the clinician must save their own payment method; where the Clinic removed the Seat, or Psybird dissolved or closed the Clinic (Sections 8.5 and 8.7), Psybird gives the clinician 14 days from that day before asking for it, as Sections 3C and 3D of the Clinician Agreement say. Fees for months the

practice was a Seat remain the Clinic's.

7.2 What continues to bind each clinician personally, which the Clinic cannot accept, waive or vary:

Sections 4 and 4A (term, termination, records on termination and export), 5 (clinician responsibilities), 6 (AI in health care and state-law compliance), 7 (clinical responsibility), 8, 8A and 8B (product classification and RTM, client billing and Good Faith Estimates, claims transmission), 9 (artificial intelligence), 10 (data, privacy and retention), 11 (warranties and disclaimers), 12 (limitation of liability), 13 (indemnification), 14 (intellectual property), 15 (confidentiality) and 16 (general provisions) of the Clinician Agreement, including every lettered section within them, the whole of Part B, the Business Associate Agreement, and, for a physical therapy Seat, the Physical Therapy Addendum except its Section 2.

7.3 Which document wins. For the Fees and the billing relationship of a Seat, including the Clinic as billing provider under Section 3A, this Agreement governs. For anything clinical, anything about protected health information, and everything else, the Clinician Agreement governs, and Part B controls over both where protected health information is concerned. A Clinic Person's instruction never overrides a clinician's obligations under the Clinician Agreement.

8. Records when a Seat is removed, and when the Clinic ends

8.1 Psybird holds each Seat's Seat Records for that Seat's practice and gives the Clinic the access Section 5 describes while the practice is a Seat. Whether the Clinic owns those records, or may keep them when a clinician leaves, is a matter between the Clinic and that clinician, apart from the Kept Copy Section 8.2 describes. An Owner may download, for the Clinic, every Seat's Seat Records at any time, in one file with a folder for each clinician, together with the Clinic's own records, including its books, the list of its Clinic People and its History Log, and the Owner removing a Seat is offered that Seat's records for download. The export a Seat's clinician makes of their practice (Section 4A of the Clinician Agreement) may be downloaded at the Clinic only by an Owner or by a Clinic Person whose Permissions include Clinical records, Billing and cards and Insurance claims together.

8.2 The Kept Copy. When the Clinic removes a Seat, Psybird keeps for the Clinic a read-only copy of the Seat Records of every client of that Seat as they stood on the day of removal, including the clients who stayed with the departing clinician. The console shows it among the Clinic's former clinicians to the Clinic People with Clinical records, and only an Owner, or a Clinic Person whose Permissions include Clinical records, Billing and cards and Insurance claims together, may download it. Psybird keeps each Kept Copy until the Clinic account is deleted, offers the Clinic a download of its Kept Copies before the deletion, and deletes them with the account. Psybird keeps a copy only when the Clinic removes a Seat. The departing clinician's own records stay with their practice.

8.3 A client who stays with the clinician of a removed Seat is that clinician's client from then on. Moving that client to a clinician in the Clinic afterwards is a transfer between two independent practices and needs the client's own authorization.

8.4 Deleting the Clinic account. Only the individual who created the Clinic account, who is always an Owner (Section 5B.1), deletes it, and it can be deleted once no Seats remain in it and the last month in which a Seat was in it has been invoiced. Invoices are raised on or about the second day of the following month, so a Clinic that empties during one month can be deleted once that invoice exists. Before the deletion, the Platform offers the Owner a download of everything Section 8.1 describes, including the Clinic's Kept Copies, the list of its Clinic People and its History Log. Deleting the Clinic account first ends every other Clinic Person's access, then deletes the Clinic's own records and files, including the seat list, the invoice history, the Clinic's codes, its own documents, its uploaded bank statement lines, the records of its Clinic People, its History Log, its conversations with Psy and what Psy remembers for its Clinic People, and its Kept Copies. It deletes no clinician's practice and nothing in one, a document the Clinic added to a

clinician's practice and a form it filed for a client included; a Clinic Clinician keeps their own practice; and an invoice already raised remains payable.

8.5 If the Clinic does not act. If the Clinic dissolves without deleting the account, stops answering its clinicians, or does not act on a clinician's request to remove their Seat, that clinician may ask Psybird at support@psybird.ai to take their practice out of the Clinic, and Psybird may do so after notice to the email address on the Clinic account. The Fees for that practice then become that clinician's again from the following month. The client records in each practice stay with that practice throughout. Psybird may also dissolve the Clinic, which takes every Seat's practice out of the Clinic; each of those clinicians then has the same 14 days as after a removal before Psybird asks for their own payment method (Section 7.1), the Clinic's billing of insurance for their practice ends, and a pause of Psy their practice had only because of the Clinic's account is lifted.

8.6 Apart from holding Kept Copies as Section 8.2 says, Psybird is not a records custodian for the Clinic and must not be relied on as one. Retaining records for as long as professional, tax and legal obligations require is the Clinic's own responsibility for its records, and each practice's for its own, as Section 4A of the Clinician Agreement states.

8.7 Suspension or closure by Psybird. Psybird may suspend or close the Clinic account as Section 16 of the Terms of Service describes, and records its reason. While the Clinic account is suspended, the logins of its Owners, its Staff Members and the clinicians of its Seats are disabled, and a month suspended from its first day is not billed. Psybird may also suspend a single Seat's clinician, and that Seat's month stays on the Clinic's invoice. When Psybird closes the Clinic account, it stays closed for 30 days, in which an Owner can sign in only to download the Clinic's export, which Psybird makes for it, and to ask for the closure to be undone; its Staff Members cannot sign in, and each Clinic Clinician's access to the Clinic account ends at once. Each Seat's practice stays with its clinician: the Seats end once the Clinic's export is ready, and within a day at the latest, as when Psybird dissolves a Clinic (Section 8.5). The Clinic's last month is invoiced in the ordinary way (Section 4.2). If the closure is undone within the 30 days, the Clinic account opens again as it was, an invoice already raised remains payable, and a Seat that has ended comes back only if its clinician joins again with a new Clinic Code. After the 30 days, once the last month has been invoiced, Psybird deletes the Clinic account as Section 8.4 describes, the logins of its Owners and Staff Members included.

9. Referrals and independence

Nothing in this Agreement, and no payment under it, requires or rewards the referral of any client, item or service by either Party to the other or to anyone else. Psybird pays no compensation for referrals and receives none. Psybird's referral service is free; a Seat's turn to receive a request is not for sale and never depends on the Fees the Clinic pays.

Psybird receives no commission, rebate or revenue share from any payer or clearinghouse for filing a Seat's claims, and nothing Psybird receives from any of them varies with the codes on a claim or with the amounts billed, paid or collected. The clearinghouse Psybird engages prices its own services in graduated volume tiers, so what Psybird pays that clearinghouse for each transaction can fall as Psybird's own volume grows; that is a discount on what Psybird pays out and is never a payment to Psybird.

The Fees are Psybird's published prices, the same for every clinic, set in advance and not determined in any manner that takes into account the volume or value of referrals or other business generated between the Parties. The Parties are independent, and neither controls the other.

9A. Requests for new clients

When Psybird's referral service offers a request for care to a Seat's clinician, the Owners and the Clinic People with Calendar and front desk may read it and, for that clinician, reply to it, pass it or start the new client's intake, as the clinician may. The first reply sent, by the clinician or by the Clinic, is the one that counts, and the request shows who sent it. Psybird emails a reply from the Clinic to the person who asked, under the Clinic's name and naming the clinician, and the person's answer goes to the Clinic Person who replied or to an Owner. A request the Clinic passes returns to the referral service, which may offer it to a clinician outside the Clinic; a request cannot be passed once its intake has started. The Clinic uses a request only to answer it and to begin the care the person asked for, keeps it confidential, and is responsible for what it writes.

10. Warranties and disclaimer

EACH PARTY REPRESENTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," AND PSYBIRD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT AI OUTPUT WILL BE ACCURATE. PSYBIRD MAKES NO WARRANTY REGARDING INSURANCE COVERAGE OR REIMBURSEMENT, AND USING THE PLATFORM DOES NOT BY ITSELF MAKE THE CLINIC OR ANY SEAT COMPLIANT WITH HIPAA.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. PSYBIRD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY THE CLINIC TO PSYBIRD IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS.

These limitations do not apply to a Party's indemnification obligations or to any liability that cannot be limited by law. This Section is the same limit, on the same terms, as Section 12 of the Clinician Agreement, so that a Clinic and a clinician are never left with different limits for the same event.

12. Indemnification

The Clinic shall defend, indemnify and hold harmless Psybird and its officers, members, employees and agents from and against any third-party claim, and related losses, damages, liabilities, costs and reasonable attorneys' fees, arising out of or relating to: (a) the Clinic's giving any person a login to the Clinic account or Permissions in it, or a Clinic Code; (b) a removal, a move or any other action a Clinic Person took, or the Clinic's access to and use of Seat Records, Kept Copies and the Clinic's own records, including what it writes to clients and clinicians; (c) the Clinic's Billing Details, its authority to bill for a Clinic-Billed Seat under Section 3A, the supervision it represented under Section 3A.6, or a claim it filed for a Clinic-Billed Seat; (d) the Clinic's breach of this Agreement or violation of law; or (e) the Clinic's own acts or omissions toward a clinician, a client or a payer. This provision does not require the Clinic to indemnify Psybird for Psybird's own fraud, misrepresentation or unconscionable conduct, and it does not reach a clinician's clinical decisions or coding, which Section 13 of that clinician's Clinician Agreement addresses.

13. Confidentiality

Each Party may receive confidential information of the other and will protect it with reasonable care and use it only to perform under this Agreement. This Section does not limit either Party's obligations regarding protected health information. Confidential information does not include information that is public through no fault of the receiving Party, independently developed, or rightfully received from a third party without restriction.

14. Term and termination

14.1 This Agreement begins on the Effective Date and continues month to month until it is terminated. There is no minimum term, no minimum spend and no termination fee: the Fees are only ever what Section 4 produces from the Seats and the months actually used, and a month in which the Clinic had no Seat produces no invoice.

14.2 Either Party may terminate for convenience on thirty (30) days' written notice. The Clinic may also end this Agreement by removing every Seat and deleting the Clinic account as Section 8.4 describes.

14.3 Either Party may terminate immediately if the other materially breaches this Agreement and does not cure within fifteen (15) days after written notice. Section 4.6, and not this Section, governs what Psybird does about an unpaid invoice.

14.4 On termination, each Seat reverts to paying Psybird directly from the start of the following month, and the final consolidated invoice, for the last month in which a Seat was in the Clinic, is raised on the ordinary schedule in Section 4.2. Section 4 (for Fees already incurred and for that final invoice) and Sections 5.5, 5B.6, 6.4, 6.5, 8, 9, 11, 12, 13 and 15 survive termination.

15. General provisions

Governing law; venue. This Agreement is governed by the laws of the State of Washington, without regard to its conflict-of-laws rules. The state and federal courts located in Kitsap County, Washington have exclusive jurisdiction over any dispute arising out of this Agreement, and the Parties consent to that venue.

Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency or employment relationship, and Psybird does not practice any licensed profession.

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or a sale of substantially all assets, on notice.

Severability. If any provision is held unenforceable, the remainder remains in effect.

Entire agreement. This Agreement, together with the Psybird Privacy Policy and the Psybird Terms of Service, is the entire agreement between Psybird and the Clinic on its subject matter and supersedes prior understandings on it. Where this Agreement and the Terms of Service say different things about a clinic, this Agreement governs. How this Agreement may be amended is in the Acceptance and Execution section below.

Notices. Notices must be in writing. Notices to Psybird go to support@psybird.ai or to the notice address below; notices to the Clinic go to the email address on the Clinic account.

Force majeure. Neither Party is liable for delays or failures caused by events beyond its reasonable control.

Electronic acceptance. This Agreement may be accepted electronically as described below, and electronic acceptance has the same effect as a handwritten signature under the federal E-SIGN Act and applicable state electronic-signature law.

Acceptance and Execution

Psybird's execution. Psybird has executed this Agreement as a standing offer to clinics and organizations:

Psybird.ai (Any Percent LLC)

Authorized Representative: **Yani Chris Tsoukalas**

Title: Founder

Executed: as of October 16, 2026 (this version)

Notice address: 1135 Scott Ave, Bremerton, WA 98310

Email: support@psybird.ai

The Clinic's acceptance. The Clinic accepts this Agreement by checking the acceptance box and selecting "Create clinic account." Acceptance is recorded electronically together with the account email and the name of the individual accepting, the identifier of the Clinic, the version of this Agreement accepted, and the date and time of acceptance; that record is the signature record for this Agreement, and the Effective Date is the recorded acceptance date. The individual accepting represents that they are authorized to bind the Clinic, and becomes the Clinic's first Owner. Other Clinic People do not accept this Agreement; they accept the Terms of Service and the Privacy Policy (Section 5B.6). A Clinic that prefers a countersigned paper copy may request one at support@psybird.ai.

Amendments. Psybird may amend this Agreement by presenting the revised version in the app to an Owner for acceptance in the same manner; the acceptance record for the revised version is the signature record for the amendment, and a Clinic that does not accept a revised version may terminate under Section 14.