

EDVAK

AI Terms

Version 1.0 · Effective August 01, 2026 · <https://edvak.com/agreements/ait>

These Edvak AI Terms (“AI Terms”) govern the AI Features of the Service and are incorporated into the Agreement between **Edvak Technologies Inc.** (“Edvak”) and Customer by the Order Form. Capitalized terms not defined here have the meanings given in the Edvak Master Subscription Agreement (“MSA”), the Edvak Business Associate Agreement (“BAA”), or the Order Form.

1. Definitions

“AI Features” means the generative artificial intelligence, large language model, or similar features of the Service that generate content, code, or data in response to Input — such as Edvak’s AI receptionist, encounter documentation, and coding-suggestion features — but excludes machine-learning features used solely for classification, ranking, or non-generative analysis. “Input” means data, content, or materials (including prompts, voice audio, and queries) submitted by or on behalf of Customer to the AI Features. “Output” means the content, data, or results generated by the AI Features in response to Input. “Model Provider” means a third-party provider of artificial intelligence models, model hosting, inference, or related services used by Edvak to provide the AI Features. “New AI Feature” means an AI Feature added after the version date of these AI Terms that is materially different from, or processes Customer Content in a materially different manner than, the AI Features available as of that date. “Retention Period” means 30 days.

2. AI Features

2.1 Identification. These AI Terms apply to the AI Features included in the Service. Edvak will identify the AI Features in the Documentation or promptly upon Customer’s written request.

2.2 New AI Features. If Edvak adds a New AI Feature: (a) Edvak will give Customer reasonable prior written notice (email or in-product notice to an administrator is sufficient) before enabling it by default; (b) Customer may decline or disable the New AI Feature through administrative controls in the Service or another reasonable measure Edvak makes available, at the account or organization level; and (c) declining or disabling a New AI Feature will not materially reduce the core non-AI functionality of the Service as it existed before the New AI Feature was introduced. The absence of automations or efficiencies uniquely provided by a disabled New AI Feature is not a material reduction of the Service.

3. Data Handling

3.1 No Training on Customer Data. Edvak does not use Customer Content, Input, Output, or PHI to train, retrain, or fine-tune AI Features or any other AI or machine-learning model. If Edvak elects in the future to use data to develop or improve the Service or AI Features, Edvak will use only data that has been de-identified in accordance with 45 C.F.R. § 164.514, will never use PHI or any data that identifies Customer, its Users, or any patient, and will not attempt (or permit any third party to attempt) to re-identify any de-identified data. Edvak will provide notice to Customer’s administrator before commencing any such use.

3.2 Operational Monitoring. Notwithstanding Section 3.1, Edvak may retain and internally review Input and Output for no longer than the Retention Period solely to detect, prevent, and remediate abuse, misuse, security incidents, malfunctions, or abnormal performance of the AI Features. Data retained for this purpose will be kept logically separated from other production data, will be accessible only to authorized personnel on a need-to-know basis, and will be deleted automatically at the end of the Retention Period unless retention is required by Applicable Laws or reasonably necessary for a specific ongoing security, abuse, or technical investigation, in which case it will be deleted promptly when the investigation concludes.

3.3 Inference and Processing. Customer acknowledges that Edvak must process Input and Output to operate the AI Features, including through Model Providers. During inference-time processing: (a) any caching, indexing, or retrieval systems (such as vector databases) used to optimize or contextualize the AI Features are logically separated on a per-customer basis, and Edvak will not use Customer's Input or Output to populate a shared context, cache, or retrieval system accessible to or used for the benefit of any other customer; and (b) except as permitted under Section 3.2 or as elected by Customer through administrative controls, processing for content filtering or real-time execution is transient and will not retain Input or Output beyond the time needed for the applicable session or interaction.

3.4 PHI. Input and Output containing PHI are governed by the BAA, which controls over these AI Terms with respect to PHI. Edvak will ensure that any Model Provider that creates, receives, maintains, or transmits PHI on Edvak's behalf is bound by a business associate agreement or written obligations consistent with the BAA, as required by Section 3.9 (Subcontractors) of the BAA.

4. Intellectual Property

4.1 Input. Input is Customer Content for all purposes under the Agreement, including ownership.

4.2 Output. As between the parties, Customer owns the Output, and Edvak assigns to Customer all of Edvak's right, title, and interest (if any) in and to the Output. Nothing in these AI Terms transfers to Customer any of Edvak's intellectual property rights in the Service. Customer acknowledges that, due to the nature of AI Features, Output may not be unique and different customers may receive similar or identical Output.

5. Output Indemnification

5.1 Copyright Indemnity. The definition of Edvak Covered Claim in the MSA is deemed to include any third-party claim alleging that Customer's use of Output in accordance with the Agreement infringes a third party's copyright (an "Output Claim").

5.2 Exclusions. In addition to the exclusions in the MSA, Edvak's indemnification obligations for Output Claims do not apply to the extent the claim results from Customer: (a) failing to use the AI Features in accordance with the Documentation, including failing to use provided safety filters or guardrails; (b) providing infringing or allegedly infringing Input, or Input designed to or reasonably likely to generate infringing Output; or (c) modifying Output or combining it with other materials, where the alleged infringement would not have occurred but for the modification or combination.

5.3 Cap. Output Claims are not subject to the damages waiver in the MSA but are subject to the General Cap, regardless of any higher caps or exceptions that might otherwise apply to indemnification or intellectual property claims.

6. Warranties, Disclaimers, and Clinical Use

6.1 Safety Measures. Edvak will implement and maintain commercially reasonable technical and organizational measures (such as content filtering and abuse monitoring) designed to mitigate the generation of harmful or illegal Output.

6.2 Output Disclaimer. Due to the probabilistic nature of generative AI, Output may contain errors, inaccuracies, or biases. Edvak makes no representations or warranties regarding the accuracy, completeness, or suitability of Output. Customer is solely responsible for reviewing and verifying Output before relying on, publishing, or otherwise using it.

6.3 Clinical and Billing Use. The AI Features are assistive, administrative, and informational tools. They do not make clinical decisions, do not provide medical advice, and are not intended to function as autonomous clinical decision-making systems. A qualified member of Customer's workforce must review Output before it is relied upon for any clinical decision, entry in a patient's medical record, or submission of any claim or code, consistent with Section 2.3 (Clinical Responsibility) of the MSA.

7. AI Use Restrictions

In addition to the Acceptable Use Policy, Customer will not, and will not permit any third party to, use the AI Features or Output to: (a) train, retrain, or fine-tune any artificial intelligence or machine-learning model that competes with Edvak or its Model Providers, including through model extraction or distillation; (b) represent any Output as approved or vetted by Edvak; (c) represent any Output as a wholly human-generated work where doing so would be deceptive or violate Applicable Laws; (d) make automated decisions with a legal or similarly significant effect on individuals — including decisions about health care, coverage, or treatment — without appropriate human review and compliance with Applicable Laws; or (e) use the AI Features in violation of any Model Provider acceptable use policy identified in the Documentation.

8. Model Providers

8.1 Use and Transparency. The AI Features may use Model Providers to process Input and Output. Edvak will maintain a current list of Model Providers in the Documentation and will notify Customer before changes to the list take effect (email or in-product notice to an administrator is sufficient). Customer authorizes Edvak to use Model Providers to process Input and Output as necessary to provide the AI Features.

8.2 Responsibility. Edvak's use of Model Providers does not change Edvak's responsibility for the Service and the AI Features under the Agreement, including with respect to Model Providers' processing of Input and Output. Edvak will ensure its Model Providers are subject to contractual obligations regarding Input and Output that are materially consistent with Section 3 (Data Handling). Unless expressly agreed otherwise, Customer is not required to enter into separate agreements with Model Providers.

8.3 Temporary Suspension. Edvak may temporarily suspend or limit AI Features to the extent required by the unavailability of a Model Provider, Applicable Laws, or a material security or safety risk. Edvak will promptly notify Customer of the suspension and use commercially reasonable efforts to restore the affected AI Features. A suspension under this Section does not limit either party's rights under the Agreement.

9. General

These AI Terms are incorporated into the Agreement. In the event of a conflict between these AI Terms and any other part of the Agreement with respect to the AI Features, these AI Terms control, except that the BAA controls with respect to PHI and the Order Form controls over these AI Terms. Any additional terms on the Order Form control over a conflicting provision of these AI Terms.