

EDVAK

Master Subscription Agreement

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

This Edvak Master Subscription Agreement (“MSA”) sets out the terms on which **Edvak Technologies Inc.**, a Texas corporation (“Edvak”), provides its cloud-based electronic health record and practice management platform and related services. Customer enters into this MSA by signing or electronically accepting an Order Form that incorporates it. The Order Form, this MSA, and the other documents identified on the Order Form together form the parties’ agreement (the “Agreement”); the order of precedence among them is stated on the Order Form. Capitalized words have the meanings given in Section 15 (Definitions) or where defined in context.

1. The Service

1.1 Access and Use. During each Subscription Term and subject to this Agreement, Customer may access and use the Service, and may copy and use any included client software and the Documentation only as needed to access and use the Service, in each case for Customer’s internal business and clinical operations. Rights to the Service are granted to the single legal entity identified on the Order Form; each affiliate of Customer requires its own Order Form, which creates a separate agreement between Edvak and that affiliate.

1.2 Support. Edvak will provide technical support for the Service as described on the Order Form or, if none is described, in accordance with Edvak’s standard support practices. Service availability commitments and remedies are stated exclusively in the SLA.

1.3 User Accounts. Customer is responsible for provisioning and managing its User accounts, for all actions taken through Users’ accounts, and for Users’ compliance with this Agreement. Customer and Users must protect the confidentiality of their login credentials, and Customer will promptly notify Edvak upon learning of any compromise or suspected fraudulent use of accounts or credentials.

1.4 Feedback and Usage Data. Customer may, but is not required to, give Edvak Feedback, in which case Feedback is provided “AS IS” and Edvak may use it freely without restriction or obligation. Edvak may collect and analyze Usage Data and may use Usage Data to operate, maintain, improve, and promote the Service without restriction or obligation, but may disclose Usage Data to others only in a form that is aggregated and does not identify Customer, Users, or any patient.

1.5 Customer Content. Edvak may host, copy, display, process, and use Customer Content only as needed to provide and maintain the Service and related offerings under this Agreement. As between the parties, Customer owns all Customer Content and is responsible for its accuracy and for having the rights necessary to submit it.

1.6 AI Features. Certain features of the Service use generative artificial intelligence or machine learning (“AI Features”). The Edvak AI Terms govern the AI Features, including Edvak’s commitments regarding training and data handling. For clarity, Edvak does not use Customer Content or PHI to train AI models except as expressly permitted by the AI Terms. Output of AI Features may be incorrect or incomplete, is not a substitute for professional judgment, and is subject to Section 2.3 (Clinical Responsibility).

2. Health Care Provisions

2.1 Protected Health Information. The Service is designed to receive, maintain, and transmit Protected Health Information. Where Customer is a Covered Entity or Business Associate under HIPAA, the Edvak Business Associate Agreement is incorporated into this Agreement, governs all creation, receipt, maintenance, and transmission of PHI by Edvak on Customer’s behalf, and controls over every other part of the Agreement with respect to PHI.

2.2 Data Types. Customer will submit to the Service only the categories of data the Service is designed to collect as described in the Documentation. Except through features designed for them, Customer will not submit payment card primary account numbers or other data types the Documentation identifies as unsupported.

2.3 Clinical Responsibility. The Service, including AI Features, documentation tools, templates, alerts, reminders, coding suggestions, and quality-measure content, is an administrative and informational tool. It does not constitute medical advice, does not establish a provider-patient relationship, and is not a substitute for the professional judgment of qualified health care providers. Customer and its providers retain sole responsibility for all clinical decisions, including diagnosis, treatment, prescribing, and the accuracy and completeness of medical records, and for the selection and accuracy of all procedure, diagnosis, and billing codes submitted in Customer's name. Edvak is not licensed to practice medicine and does not provide health care services.

2.4 No Emergency Use. The Service is not designed or intended for use in emergency dispatch, life support, or other situations where a failure or delay of the Service could be reasonably expected to lead directly to death or serious injury, and Customer will maintain appropriate downtime procedures for continuity of care.

2.5 Program Participation. Each party represents that neither it nor, to its knowledge, any of its personnel performing under this Agreement is excluded from participation in any federal health care program, listed on the HHS OIG List of Excluded Individuals and Entities or the GSA System for Award Management exclusion list, and each party will promptly notify the other if it becomes so excluded or listed.

3. Restrictions and Obligations

3.1 Restrictions on Customer. Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to): (a) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Service, except to the extent Applicable Laws prohibit this restriction; (b) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Service, including on a service-bureau basis; (c) remove any proprietary notices or labels; (d) copy, modify, or create derivative works of the Service; (e) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Service; (f) access accounts, information, data, or portions of the Service without explicit authorization; (g) use the Service to develop a competing service or product; (h) use the Service in violation of Applicable Laws; or (i) submit to the Service any Customer Content that Customer or its Users do not have the rights to submit.

3.2 Policies. Customer's use of the Service must comply with the Documentation, any use limitations on the Order Form, and the Edvak Acceptable Use Policy.

3.3 Suspension. If Customer (a) has an outstanding, undisputed balance for more than 30 days after notice of nonpayment; (b) breaches Section 3.1 (Restrictions on Customer) or the Acceptable Use Policy; or (c) uses the Service in a way that materially and negatively impacts the Service, other customers, or the security or integrity of any data, then Edvak may temporarily suspend the affected access to the Service. Edvak will notify Customer before suspending when practical, will limit any suspension in scope and duration to what is reasonably necessary, and will promptly restore access once the underlying issue is resolved. During any suspension, Customer retains the right to export Customer Content under Section 4.4 (Data Export).

4. Privacy and Security

4.1 Security Program. Edvak will maintain a written information security program with administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Content, appropriate to the nature of the data and consistent with the Security Rule under HIPAA. The program includes: hosting of production Customer Content and PHI exclusively in data centers located in the United States (currently Amazon Web Services, U.S. East region); encryption of Customer Content in transit and at rest; role-based access controls, logging, and monitoring; personnel confidentiality obligations and security and HIPAA training; and periodic risk assessments. Upon Customer's written request, no more than once annually, Edvak will provide a summary of its then-current security certifications or third-party assessment reports.

4.2 Incident Notification. Edvak will notify Customer of any Breach of Unsecured PHI or Security Incident as and when required by the BAA. For any other confirmed unauthorized access to or disclosure of unencrypted Customer Content, Edvak will notify Customer without undue delay after becoming aware and will provide information reasonably available to help Customer meet its own legal obligations.

4.3 Subcontractors. Edvak may use subcontractors and service providers (including cloud hosting, clearinghouse, and AI model providers) to provide the Service, and remains responsible for their performance and for its obligations under this Agreement. Edvak will bind each subcontractor that creates, receives, maintains, or transmits PHI to written obligations consistent with the BAA. A current list of material subprocessors is available from Edvak upon written request.

4.4 Data Export. During each Subscription Term, Customer may export Customer Content using the Service's standard export tools. For 60 days following expiration or termination of the final Order Form, upon Customer's written request, Edvak will make Customer Content, including patient records, available for export in a machine-readable, industry-standard format at no additional charge for one complete export. Following that period, Edvak will delete Customer Content in accordance with the BAA and its standard data-retention and backup schedules, except as retention is required by Applicable Laws.

5. Payment and Taxes

5.1 Fees. Customer will pay the Fees stated on each Order Form. All Fees are in U.S. Dollars and are exclusive of taxes. Except for prorated refunds of prepaid Fees expressly provided in this Agreement, Fees are non-refundable.

5.2 Invoicing and Automatic Payment. Edvak invoices subscription Fees in advance and usage-based Fees and RCM Fees in arrears, in each case according to the payment process on the Order Form. Where the Order Form provides for automatic payment, Customer authorizes Edvak to charge the payment method on file for Fees as they come due, and Edvak will make billing records available to Customer.

5.3 Taxes. Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, and withholding taxes that Edvak itemizes on an invoice, other than taxes on Edvak's income.

5.4 Payment Disputes. If Customer has a good-faith disagreement about Fees charged or invoiced, Customer must notify Edvak before payment is due or within 30 days of an automatic charge, and must timely pay all undisputed amounts. The parties will work together to resolve the dispute within 15 days, after which either party may pursue its available remedies.

5.5 Fee Changes. Unit pricing on an Order Form is fixed for the Initial Term. Edvak may change Fees effective at the start of a renewal Subscription Term by giving notice at least 30 days before the deadline for Customer's notice of non-renewal, so that Customer may elect not to renew.

6. Term and Termination

6.1 Term. Each Order Form starts on its Order Date, continues through the Subscription Term, and renews automatically for successive Subscription Terms unless either party gives notice of non-renewal at least 30 days before the end of the then-current Subscription Term.

6.2 Termination for Cause. Either party may terminate this Agreement or an affected Order Form immediately: (a) if the other party fails to cure a material breach within 30 days after notice; or (b) upon notice, if the other party materially breaches in a manner that cannot be cured, dissolves or stops conducting business without a successor, makes an assignment for the benefit of creditors, or becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

6.3 Force Majeure Termination. Either party may terminate an affected Order Form upon notice if a Force Majeure Event prevents the Service from materially operating for 30 or more consecutive days, in which case Edvak will pay Customer a prorated refund of prepaid Fees for the remainder of the Subscription Term. A Force Majeure Event does not excuse payment of Fees accrued before termination.

6.4 Effect of Termination. Upon expiration or termination of the final Order Form: (a) Customer's right to use the Service ceases, subject to the export rights in Section 4.4 (Data Export); (b) each Recipient will return or destroy the Discloser's Confidential Information in its possession, except as retained under standard backup or record-retention policies, to which Sections 4 (Privacy and Security) and 11 (Confidentiality) continue to apply; (c) Edvak will issue a final invoice for Fees accrued and Customer will pay it in accordance with Section 5 (Payment and Taxes); and (d) PHI will be returned, made available for export, or destroyed as provided in the BAA and Section 4.4 (Data Export).

6.5 Survival. Sections 1.4 (Feedback and Usage Data), 2.3 (Clinical Responsibility), 3.1 (Restrictions on Customer), 4.4 (Data Export), 5 (Payment and Taxes) for accrued amounts, 6.4 (Effect of Termination), 6.5 (Survival), 7 (Representations and Warranties), 8 (Disclaimers), 9 (Insurance) for claims arising during the term, 10 (Limitation of Liability), 11 (Confidentiality), 12 (Indemnification), 13 (Changes to this Agreement) as to archived versions, 14 (General Terms), and 15 (Definitions) survive expiration or termination.

7. Representations and Warranties

7.1 Mutual. Each party represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of its jurisdiction of origin; and (c) it will comply with all Applicable Laws in performing its obligations and exercising its rights under this Agreement.

7.2 From Customer. Customer represents and warrants that it, its Users, and anyone submitting Customer Content have, and will continue to have, all rights, consents, and authorizations necessary to submit Customer Content to the Service and to allow its use as described in this Agreement, including any patient consents or notices required by Applicable Laws.

7.3 From Edvak. Edvak represents and warrants that: (a) the Service will perform materially in accordance with the Documentation; and (b) Edvak will not materially reduce the general functionality of the Service during a Subscription Term.

7.4 Warranty Remedy. If Edvak breaches Section 7.3, Customer must give Edvak notice with enough detail to understand or replicate the issue within 45 days of discovering it. Within 45 days of receiving sufficient detail, Edvak will attempt to restore the Service's conformance or general functionality. If Edvak cannot resolve the issue, Customer may terminate the affected Order Form and Edvak will pay Customer a prorated refund of prepaid Fees for the remainder of the Subscription Term. This restoration obligation and termination right are Customer's only remedies for breach of Section 7.3, without limiting Customer's rights under the SLA.

8. Disclaimers

8.1 General. Edvak does not guarantee that the Service will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. The warranties in Section 7 do not apply to misuse or unauthorized modification of the Service, or to any product or service provided by anyone other than Edvak, including payers, clearinghouses (to the extent outside Edvak's control), and Third-Party Platforms. Except for the warranties stated in Section 7, each party disclaims all other warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, to the maximum extent permitted by Applicable Laws.

8.2 Health Care Outcomes. Without limiting Section 8.1, Edvak does not warrant or guarantee: the payment, amount, or timing of any reimbursement; the outcome of any claim, denial, appeal, or audit; the conduct of any payer or government program; the accuracy of any coding suggestion, alert, quality-measure content, or AI Feature output; or Customer's compliance with Applicable Laws, which remains Customer's responsibility.

9. Insurance

During each Subscription Term, Edvak will maintain, at its own expense: (a) technology errors and omissions and cyber liability insurance with limits of at least US \$2,000,000 per claim and US \$4,000,000 in the aggregate, covering network security and privacy liability, including costs of breach response and notification; and (b) commercial general liability and workers' compensation insurance as required by Applicable Laws. Upon Customer's written request, no more than once annually, Edvak will provide certificates of insurance evidencing this coverage.

10. Limitation of Liability

10.1 General Cap. Except as provided in Section 10.4 (Exceptions), each party's total cumulative liability for all claims arising out of or relating to this Agreement will not exceed the total Fees paid or payable by Customer to Edvak under this Agreement during the 12 months immediately before the first incident giving rise to liability (the "General Cap").

10.2 Increased Cap. For Increased Claims, each party's total cumulative liability for all Increased Claims arising out of or relating to this Agreement will not exceed the greater of two times the General Cap or US \$2,000,000 (the "Increased Cap"). "Increased Claims" means claims arising from a party's breach of Section 4 (Privacy and Security), the BAA, or Section 11 (Confidentiality).

10.3 Damages Waiver. Except as provided in Section 10.4 (Exceptions), under no circumstances will either party be liable to the other for lost profits or revenues, or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if informed of the possibility of such damages in advance.

10.4 Exceptions. The General Cap does not apply to Increased Claims, which are subject to the Increased Cap. Neither liability cap applies to Unlimited Claims, and the damages waiver in Section 10.3 does not apply to Increased Claims or Unlimited Claims. "Unlimited Claims" means: (a) a party's obligations under Section 12 (Indemnification); (b) a party's fraud, gross negligence, or willful misconduct; (c) Customer's payment obligations; (d) Customer's breach of Section 3.1 (Restrictions on Customer) constituting infringement or misappropriation of Edvak's intellectual property; and (e) liability that cannot be limited under Applicable Laws.

10.5 Applicability. The limitations and waivers in this Section 10 apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise, and apply even if a limited remedy fails of its essential purpose.

11. Confidentiality

11.1 Non-Use and Non-Disclosure. Except as otherwise authorized in this Agreement or as needed to fulfill its obligations or exercise its rights, Recipient will not use Discloser's Confidential Information or disclose it to anyone else, and will protect it using at least the same protections Recipient uses for its own similar information and no less than a reasonable standard of care.

11.2 Exclusions. Confidential Information does not include information that: (a) Recipient knew without an obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives from someone else authorized to disclose it without an obligation of confidentiality; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information. PHI is governed by the BAA and not by this Section 11's exclusions.

11.3 Required Disclosures. Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient gives Discloser reasonable advance notice and reasonably cooperates, at Discloser's expense, with efforts to obtain confidential treatment.

11.4 Permitted Disclosures. Recipient may disclose Discloser's Confidential Information to its Users, employees, advisors, contractors, and representatives who have a need to know, but only if they are bound by confidentiality obligations at least as protective as this Section 11 and Recipient remains responsible for their compliance.

12. Indemnification

12.1 Protection by Edvak. Edvak will indemnify, defend, and hold harmless Customer from and against all Edvak Covered Claims made by someone other than Customer, its affiliates, or Users, and all out-of-pocket damages, awards, settlements, costs, and expenses (including reasonable attorneys' fees) that arise from Edvak Covered Claims. "Edvak Covered Claim" means a claim that the Service, when used by Customer according to this Agreement, infringes or misappropriates a third party's intellectual property rights.

12.2 Protection by Customer. Customer will indemnify, defend, and hold harmless Edvak from and against all Customer Covered Claims made by someone other than Edvak or its affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses (including reasonable attorneys' fees) that arise from Customer Covered Claims. "Customer Covered Claim" means a claim: (a) that Customer Content, when used according to this Agreement, infringes or misappropriates a third party's intellectual property rights; (b) arising from Customer's breach or alleged breach of Section 3.1 (Restrictions on Customer); or (c) arising from the provision of health care services by or on behalf of Customer, including claims of professional negligence or malpractice, except to the extent caused by Edvak's breach of this Agreement.

12.3 Procedure. The Indemnifying Party's obligations are contingent on the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim; (b) providing reasonable assistance at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of the Covered Claim. The Protected Party may participate with its own attorneys at its own expense. The Indemnifying Party may not settle a Covered Claim in a way that admits fault for, or materially and adversely impacts, the Protected Party without its prior written consent.

12.4 Changes to the Service. If required by settlement or court order, or if reasonably necessary in response to an Edvak Covered Claim, Edvak may: (a) obtain the right for Customer to continue using the Service; (b) replace or modify the affected component without materially reducing the Service's general functionality; or (c) if neither is reasonable, terminate the affected Order Form and issue a prorated refund of prepaid Fees for the remainder of the Subscription Term.

12.5 Exclusions. Edvak's obligations do not apply to claims resulting from: (a) modifications to the Service not authorized by Edvak or made per Customer's instructions; (b) unauthorized use of the Service, including use in violation of this Agreement; (c) use of the Service in combination with items not provided by Edvak; or (d) use of an old version of the Service where a newer release made available to Customer would avoid the claim. Customer's obligations do not apply to claims resulting from Edvak's unauthorized use of Customer Content.

12.6 Exclusive Remedy. This Section 12, together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

13. Changes to this Agreement

13.1 Versioning. This MSA and each document incorporated into the Agreement is published with a version number and effective date at edvak.com/agreements. When Edvak issues a new version of any document, the prior version remains archived and accessible at its own URL, and the version identified on Customer's Order Form continues to apply as described in this Section 13.

13.2 Updates. Edvak may update this MSA and the incorporated documents from time to time. An updated version applies to Customer: (a) at the start of Customer's next renewal Subscription Term, provided Edvak gives notice of the update at least 30 days before the deadline for non-renewal notice; or (b) during a Subscription Term, only upon at least 30 days' notice, and only where the update is required by Applicable Laws or does not materially reduce Customer's rights or increase Customer's obligations.

13.3 Materially Adverse Changes. If Edvak makes an update during a Subscription Term that materially reduces Customer's rights or increases Customer's obligations, Customer may terminate the affected Order Form by notice within 30 days after the update's effective date and receive a prorated refund of prepaid Fees for the remainder of the Subscription Term. Customer's continued use of the Service after the start of a renewal Subscription Term constitutes acceptance of the versions in effect at renewal.

14. General Terms

14.1 Entire Agreement. The Agreement (as defined on the Order Form) is the only agreement between the parties about its subject and supersedes all prior or contemporaneous statements about its subject. Edvak expressly rejects any terms in Customer's purchase order or vendor portal, which may be used for accounting or administrative purposes only.

14.2 Modifications, Severability, and Waiver. Except as provided in Section 13 (Changes to this Agreement), any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by both parties. If any term is determined to be invalid or unenforceable, the remaining terms remain in full force. A party's failure to enforce a term is not a waiver.

14.3 Governing Law and Chosen Courts. The laws of the State of Texas govern all interpretations and disputes about this Agreement, without regard to conflict of laws provisions. The parties will bring any legal action about this Agreement exclusively in the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of those courts.

14.4 Injunctive Relief. A breach of Section 11 (Confidentiality) or violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate, and the non-breaching party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other remedies.

14.5 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign it upon notice in connection with a merger, change of control, reorganization, or sale of all or substantially all of the equity, business, or assets to which this Agreement relates. Any non-permitted assignment is void.

14.6 Beta Products. If Edvak gives Customer access to a Beta Product, it is provided "AS IS", Section 7.3 does not apply to it, and Edvak may modify or remove it at any time. Customer should not rely on Beta Products for clinical or production use.

14.7 Publicity. Neither party may use the other party's name or logo publicly without the other party's prior written consent, except that Edvak may identify Customer as a customer in confidential materials and, with Customer's consent (email sufficient), in marketing materials.

14.8 Notices. Notices must be in writing and sent to the notice address on the Order Form (for Customer) or to legal@edvak.com with a copy to Edvak's registered address (for Edvak). Notices are deemed given upon confirmed delivery if by email, registered or certified mail, or personal delivery, or two days after mailing by overnight commercial delivery. Edvak may also provide operational notices through the Service.

14.9 Relationship. The parties are independent contractors, not agents, partners, or joint venturers, except for the limited agency expressly stated in the RCM Services Attachment where it applies. There are no third-party beneficiaries of this Agreement.

14.10 Force Majeure. Neither party is liable for a delay or failure to perform caused by a Force Majeure Event, except for Customer's obligation to pay Fees accrued.

14.11 Export and Anti-Bribery. Each party will comply with applicable U.S. export control and sanctions laws and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, in performing this Agreement.

14.12 Interpretation; Signature. Section titles are for convenience only; "including" is non-exhaustive. The Agreement may be executed in counterparts, including by electronic signature or acceptance mechanism, each of which is an original and which together form one agreement.

15. Definitions

“Agreement” means the Order Form together with the documents it incorporates, as described on the Order Form.

“Applicable Laws” means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to a party. “BAA” means the Edvak Business Associate Agreement identified on the Order Form. “Beta Product” means an early, pilot, or prerelease feature or version of the Service identified as beta or similar, or not generally available. “Confidential Information” means information in any form disclosed by or on behalf of a Discloser to a Recipient in connection with this Agreement that is identified as confidential or should reasonably be understood as confidential due to its nature and the circumstances of disclosure; Customer's Confidential Information includes non-public Customer Content, and Edvak's Confidential Information includes non-public information about the Service. “Customer Content” means data, information, or materials submitted by or on behalf of Customer or Users to the Service, including PHI, but excluding Feedback and Usage Data. “Documentation” means Edvak's usage manuals and instructional materials for the Service. “Feedback” means suggestions, feedback, or comments about the Service. “Fees” means the amounts described on an Order Form. “Force Majeure Event” means an unforeseen event outside a party's reasonable control, such as a natural disaster, war, pandemic, riot, act of terrorism, or public utility or internet failure, where the affected party took reasonable measures to avoid or mitigate the impacts. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended, including by the HITECH Act. “Indemnifying Party” and “Protected Party” refer to a party when it provides or receives indemnification under Section 12. “Order Form” means an Edvak order form signed or electronically accepted by the parties that incorporates this MSA. “PHI” or “Protected Health Information” has the meaning given in HIPAA, limited to what Edvak creates, receives, maintains, or transmits on Customer's behalf. “Recipient” and “Discloser” refer to a party when it receives or discloses Confidential Information. “Service” means Edvak's cloud-based electronic health record, practice management, and related products and services identified on an Order Form, including included client software and Documentation. “SLA” means the Edvak Service Level Agreement identified on the Order Form. “Subscription Term” means the Initial Term or renewal term stated on or determined under an Order Form. “Usage Data” means data and information about the provision, use, and performance of the Service based on Customer's or Users' use, excluding Customer Content. “User” means an individual who uses the Service on Customer's behalf or through Customer's accounts.