

EDVAK

Service Level Agreement

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

This Edvak Service Level Agreement (“SLA”) states Edvak’s availability commitment for the Service and Customer’s remedies if it is not met. It is incorporated into the Agreement by the Order Form. Capitalized terms not defined here have the meanings given in the Edvak Master Subscription Agreement (“MSA”).

1. Scope

This SLA applies to the production Service identified on an Order Form. It does not apply to Beta Products, trials, Third-Party Platforms, or services expressly excluded on an Order Form.

2. Service Levels

Edvak will use commercially reasonable efforts to make the Service available at or above the Target Availability of 99.9% Monthly Uptime Percentage.

3. Maintenance

Edvak performs routine Maintenance in accordance with its standard maintenance schedule, scheduled outside peak clinical hours where practicable, and emergency Maintenance as reasonably needed. Edvak will give advance notice (email or in-product notice is sufficient) of planned Maintenance expected to make the Service unavailable.

4. Monitoring

Edvak will provide or otherwise make available to Customer, upon request, reports measuring the Monthly Uptime Percentage against Target Availability.

5. Service Credits

If there is a verified failure of the Service to meet Target Availability in a particular calendar month and Customer requests a service credit within 30 days after the end of that month, Customer will be entitled to a Service Credit calculated using the chart in Section 8. Edvak will apply each Service Credit to Customer’s next invoice, provided Customer’s account is fully paid up without outstanding undisputed balances. Customer will receive no refund or other payment for unused Service Credits.

6. Multiple Failures

If the Monthly Uptime Percentage is below 99.50% for two consecutive calendar months or for any three calendar months in a rolling twelve-month period (“Multiple Failures”), Customer may terminate the affected Order Form by notice to Edvak given no more than 30 days after the date the Multiple Failures occurred, and Edvak will refund any prepaid, unused Fees for the terminated portion of the Subscription Term.

7. Exclusive Remedies

Service Credits constitute liquidated damages and are not a penalty. Service Credits and the Multiple Failures termination right in Section 6 are Customer’s exclusive remedies, and Edvak’s sole liability, for the Service’s failure to meet Target Availability.

8. Service Credit Chart

Tier	Monthly Uptime Percentage	Service Credit
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Target Availability	99.90% or higher	None
Grace band	99.50% – 99.89%	None (below target; no credit)
Credit Tier 1	99.00% – 99.49%	10% of monthly subscription Fees
Credit Tier 2	97.00% – 98.99%	20% of monthly subscription Fees
Credit Tier 3	95.00% – 96.99%	35% of monthly subscription Fees
Credit Tier 4	Below 95.00%	50% of monthly subscription Fees

Service Credits are calculated on the monthly subscription Fees for the affected Service for the month in which the failure occurred, excluding usage-based Fees and RCM Fees.

9. Definitions

“Maintenance” means Edvak’s routine maintenance of the Service conducted in accordance with its standard maintenance schedule, or reasonable emergency maintenance. “Monthly Uptime Percentage” means the number of minutes in a calendar month that the Service is accessible and not subject to an Outage, divided by the total number of minutes in that month. “Outage” means a period during which the Service is unavailable, or a Core Function is inoperable, for substantially all of Customer’s Users, excluding unavailability or inoperability to the extent caused by: (a) degradation or unavailability of individual features that does not prevent use of the Core Functions; (b) Third-Party Platforms or third-party services outside Edvak’s reasonable control, including payer and clearinghouse systems, telecommunications and SMS carriers, and Model Providers; (c) Customer’s use of the Service in a manner not authorized by the Agreement or the Documentation; (d) general internet problems, Force Majeure Events, or other factors outside Edvak’s reasonable control; (e) Customer’s equipment, software, network connections, or other infrastructure; (f) Maintenance; or (g) Beta Products. “Core Functions” means the ability of Users to log in to the Service and to access and use patient charts, clinical documentation, and scheduling. “Service Credit” means a credit calculated per the chart in Section 8 against the monthly subscription Fees due for the affected Service. “Target Availability” means 99.9% Monthly Uptime Percentage.