

AI FOR IMMIGRATION PRACTICE

Contracting With *AI Vendors*

The boilerplate is written for the vendor. What an immigration firm has to negotiate before client data ever touches the tool.

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Not standard SaaS

An AI vendor contract is not the same animal as the practice-management software you signed last year. With ordinary software, your data sits in a database. With AI, your data can become training material, and the output behaves probabilistically rather than predictably.

That changes what you must read for. Four questions decide your exposure. Does the vendor train on your data? Where is the data stored, and for how long? Who owns the output? And what happens when the relationship ends or the vendor changes the terms?

Your duty of confidentiality does not soften because a vendor's standard form is inconvenient. Under Rule 1.6 and ABA Formal Opinion 512, putting client information into a tool that trains on it or retains it without protection is your problem, not the vendor's.

The good news: most of this is negotiable, and the terms you need are not exotic. You just have to ask for them in writing.

Reference: ABA Model Rule 1.6; ABA Formal Opinion 512, 2024.

What to negotiate

Seven terms. For each, what to require before you sign.

Training on your data THE FIRST ASK	No use of your inputs or outputs to train the vendor's models. Get it in writing, not in a marketing page.
Retention and residency WHERE AND HOW LONG	Short or zero retention, with a zero-data-retention option where available, and US data residency if your clients need it.
Output ownership WHO OWNS THE WORK	You own the outputs. The vendor claims no rights to the work product you generate.
Subprocessors WHO ELSE TOUCHES IT	Disclosed, and bound by the same confidentiality and no-training terms you negotiated.
Accuracy SET EXPECTATIONS	Expect no accuracy warranty. That is normal. It is also why your verification workflow is not optional.
Unilateral changes MOVING TARGETS	Notice before material term changes, and a right to terminate if the terms move against you.
Security and BAA THE FLOOR	Independent security attestation such as SOC 2, and a signed BAA on any matter touching medical records.

Red flags in the boilerplate

Language that should slow you down and send you back to the vendor before any client file goes near the tool.

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- **"We may use your data to improve our services."** That is training, in friendlier words. Strike it or get a written carve-out for your account.

 - **Silence on retention.** If the contract does not say how long your data is kept, assume indefinitely and ask.

 - **A broad license to your inputs and outputs.** You are handing over rights to client material. Narrow it.

 - **"We may change these terms at any time."** Demand notice and an exit, or the floor can move after you have committed.

 - **No named subprocessors.** If you cannot see who else handles the data, you cannot vouch for it.

 - **A consumer plan dressed up for business.** Free and personal tiers usually train by default. Confirm you are on a tier that does not.
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Before you sign

Every line confirmed in the contract itself, not a sales call, before a client file touches the tool.

- No-training on your data, stated in writing.
- Retention period defined, with a zero-retention option where offered.
- Data residency confirmed where your clients require it.
- You own the outputs; the vendor claims no rights.
- Subprocessors disclosed and bound by the same terms.
- Notice and a right to exit on material term changes.
- Security attestation in hand, and a signed BAA where medical records are involved.

WHERE TO START

Read it before *you sign it.*

The vendor's form protects the vendor. The terms that protect your client are the ones you have to ask for. They are not exotic, and they are not optional when the file is confidential.

Simplarity reviews your AI contracts against this checklist and tells you exactly what to push back on before you commit.

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