

API ACCESS AGREEMENT

This API Access Agreement (“**Agreement**”) is an agreement between the company or entity who agreed to be bound by this Agreement (“**Counterparty**”) and Hint Health (“**Hint**”) (collectively, the “**Parties**”) and governs the relationship between the Parties.

The Agreement is effective as of the date when the Counterparty first selects a box or button indicating acceptance of this Agreement (“**Effective Date**”) and continues until Counterparty or Hint terminates it pursuant to the terms of the Agreement. If you are accepting the Agreement on behalf of Counterparty, you represent that you have full authority to legally bind Counterparty to this Agreement.

This Agreement consists of:

- A. [Recitals](#)
- B. [Hint API](#)
- C. [Client Data](#)
- D. [Terms and Termination](#)
- E. [Confidentiality](#)
- F. [Disclaimers: Limitation of Liability](#)
- G. [Miscellaneous](#)

A. Recitals

WHEREAS, an organization becomes a Hint Customer (“**Hint Customer**”) by entering into a separate underlying service agreement with Hint (the “**Hint Software Agreement**”);

WHEREAS, a Hint Customer may also enter into another separate agreement with a third party (“**Vendor**”) for software development services

WHEREAS, Counterparty is either Hint Customer or Vendor to Hint Customer;

WHEREAS, Hint and Counterparty wish to participate in the exchange of technology between the parties or their agents to ensure a more complete integration of technologies to support Hint Customer

B. Hint API

The Parties agree that Counterparty and its agents may access and use Hint’s application program interface (the “**Hint API**”) provided by Hint to Counterparty in connection with this Agreement for use in accordance with the following terms and conditions:

- a. Counterparty and its agents may access and use the Hint API during the terms of the Agreement solely for purposes of: 1) Enhancing integration with Hint’s products and services to support Hint Customer’s internal business purposes in connection with providing medical services to Hint Customer’s patients, members, employees, employee dependents, and/or customers. Counterparty and its agents shall have no rights to, and shall not, access or use the Hint API for any other purpose.
- b. Counterparty and its agents shall treat the Hint API as Hint’s Confidential Information and Counterparty and its agents shall not, and shall have no rights to, reverse engineer,

decompile, copy, modify, create derivative works of or based on, sell, resell, display, distribute, disseminate, disclose sublicense, rent, lease, assign or transfer all or any part of the Hint API.

- c. Upon expiration or termination of the Agreement, Counterparty and its agents and customers shall cease accessing and using the Hint API and shall promptly delete and destroy all representations, embodiments and copies of the Hint API in possession or control.

C. Client Data

The Parties contemplate that Counterparty and its agents will use the Hint API to access, collect, extract, receive and otherwise obtain certain data about a Hint Customer's patients, members, and/or customers that is stored on Hint's systems ("**Client Data**").

- a. Counterparty and its agents agree that prior to accessing, collecting, receiving, extracting or otherwise obtaining any Client Data from, through or using the Hint API, Counterparty and its agents shall have first obtained all required authorizations, consents, and permissions from, and has provided any and all required notices and disclosures to, the individual patients, members, and customers whose Client Data is being accessed, collected, received, extracted or obtained from, through or using the Hint API, including without limitation those required for compliance with applicable privacy and other laws and regulations and those required for Hint to allow and authorize Counterparty and its agents to access Client Data without violating any obligations, restrictions, laws or regulations. Without limiting the foregoing, Counterparty and its agents shall enter into any Business Associate Agreement with Hint Customer required to access and use the Client Data.
- b. All access to and use of Client Data by Counterparty and its agents is at the sole risk and responsibility of Counterparty and its agents and Counterparty and its agents are solely responsible for ensuring there is no unauthorized use of, access to or disclose of any Client Data in its possession or control. Accordingly, Counterparty agrees to indemnify and hold harmless Hint from and against any claims, actions, suits or proceedings brought by a third party (including without limitation by any patients, customer, and/or any governmental entity) which arise from or in connection with Counterparty and its agent's access, collection, extraction, receipt, storage, processing or use of Client Data and/or Counterparty and its agents' failure to comply with the terms and conditions of this Agreement.

D. Terms and Termination

This Agreement will commence on the Effective Date. This Agreement will automatically terminate with the termination of the separate underlying Software Agreement between Hint Customer and Hint. Otherwise, this Agreement will continue in effect for a period of 12 months. Thereafter, this Agreement will automatically renew for successive one (1) year periods. Either party may terminate this Agreement for convenience at any time with 90 days prior notice to the other party, or at any time by notice upon a material breach by the other party, provided that the terminating party gives prior written notice of the material breach and such material breach is not cured within thirty (30) days after such notice.

E. Confidentiality

Hint ("Disclosing Party") may disclose to Counterparty and its agents (each a "Receiving Party") non-public or proprietary information in connection with this Agreement (collectively,

“Confidential Information”). Confidential Information shall not include, however, any information that: (i) was publicly known prior to or in the public domain at the time of disclosure by the Disclosing Party; (ii) becomes publicly known or in the public domain after disclosure by the Disclosing Party through no fault of the Receiving Party; (iii) is already in the possession of the Receiving Party, without restrictions on confidentiality, at the time of disclosure by the Disclosing Party; (iv) is obtained by the Receiving Party, without restrictions on confidentiality, from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party agrees to hold the Confidential Information of the Disclosing Party in confidence and not to disclose such Confidential Information to any third party nor to use it for any purpose other than for carrying out the purposes of this Agreement. The Receiving Party shall safeguard such Confidential Information in order to avoid disclosure, publication, or dissemination, using at least reasonable care. The Receiving Party may disclose the Disclosing Party's Confidential Information only (a) to those of its employees, consultants and professional representatives who have a reasonable need to know such Confidential Information and who are bound by obligations of confidentiality with respect thereto at least as protective as those contained herein; and (b) to the extent required to comply with applicable law or a court order, provided Receiving Party gives prior written notice to Disclosing Party thereof (to the extent legally practicable). Counterparty shall ensure that collection, use and disclosure of information obtained in connection with this Agreement complies with all applicable laws and regulations and Counterparty's and Hint Customer's privacy policy.

F. Disclaimers; Limitation of Liability

As between the Parties, each Party shall be solely responsible and liable for its own products and services and for any customer or end user problems or issues with respect thereto.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PRIOR COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT SHALL HINT BE LIABLE TO COUNTERPARTY OR ITS AGENTS FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING FOR LOST PROFITS, LOST SALES, LOST BUSINESS OPPORTUNITY, OR LOST GOODWILL) IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Miscellaneous

Governing Law: This Agreement is governed by the laws of the State of California without regard to rules of principles of choice of law or conflicts of law.

Assignment: Neither party may assign or otherwise transfer this Agreement or any rights or delegate any obligations hereunder, in whole or in part, without the prior written consent of the other party; provided, however, that either party may assign this Agreement without consent to a successor in interest in connection with a merger, acquisition, reorganization or sale of such party or substantially all the assets of such party to which this Agreement relates.

Severability: If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

No Waiver: The failure of either party to enforce any provision right or remedy in this Agreement shall not constitute a waiver of such provision, right or remedy.

Relationship of Parties: The parties are and shall remain independent contractors and nothing in this Agreement, including without limitation any references to “partner” or “partnership”, is intended to create, nor shall create, any legal partnership, joint venture or agency relationship between the parties nor create or impose any fiduciary relationship or obligations between the parties. The employees, agents and representatives of a party shall at all times be under the exclusive direction and control of that party.

Entire Agreement: This Agreement, together with all other documents incorporated herein by reference, constitutes the entire agreement between Counterparty and Hint Health with respect to the subject matter hereof, and supersedes any prior agreements, understandings or arrangements between Counterparty and Hint Health with respect to such subject matter. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

Authority. Each Party hereby represents and warrants that it has full power and authority to enter into this Agreement.