

HINT PARTNER AGREEMENT

[Last Updated: June 4, 2026]

This Partner Agreement (the “**Agreement**”) is an agreement between you or the entity you represent (“**Partner**”) and Hint Health (“**Hint**”) (collectively, the “**Parties**”) and governs the relationship between the Parties. The purpose of this Agreement is to increase the number of the Parties’ mutual clients served.

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

Hint Health works with three different types of Partners: Solutions Partner, Integration Partner, and Application Partner. Partner’s type of partnership with Hint is identified in the Product Type field located in the Hint Partner Portal.

This Agreement consists of:

- A. [General Terms](#), which apply to all Partners
- B. [Solution Partner Terms](#), which only apply to Solution Partners
- C. [Integration Terms](#), which only apply to Integration Partners and Application Partners
- D. [Application Partner Terms](#), which only apply to Application Partners

A. General Terms: Applicable to all Partners

1. Products and Services.

- a. Hint provides software-as-a-service technology and related services to direct care providers through a web application, including Hint Marketplace, and any corresponding sites or mobile applications (the “**Hint Technology and Services**”).
- b. Partner provides the products and services identified in the Hint Partner Portal.

2. Partner Obligations

- a. Partner shall provide shared clients the products that shared clients contracted for with Partner, as described in the contract between Partner and shared client or Partner promotional materials.
- b. Partner shall integrate with Hint’s billing functionality by submitting charges via the Marketplace functionality.
- c. Partner shall include all applicable taxes or fees related to their products or services in the total charge amount sent to Hint via API endpoint. For the avoidance of doubt, Hint will not determine, calculate, withhold, or remit any sales, use, value-added, or similar taxes on behalf of Partner. Partner is solely responsible for determining the applicability of, calculating, reporting, and remitting all such taxes or fees arising from Partner’s products or services.

- d. Partner shall be solely responsible for resolving and paying for all chargebacks, disputes, returns, refunds, fees, penalties, and adjustments related to purchases of Partner's products or services under this Agreement.
- e. Partner shall provide Hint with all necessary documentation, product details, and marketing content required for Hint to accurately represent the Partner's products and services.

3. Hint Obligations

- a. Hint shall provide data infrastructure and workflows supporting the Hint Marketplace and include designated Partner products or services in the Hint Marketplace.
- b. Hint shall provide billing and collections services for Hint client, patient, or employer payments for Partner's products or services purchased through the Hint Marketplace.
- c. Hint shall provide oversight of payment processor's activities in processing Hint client, patient, or employer payments for Partner's products or services purchased through the Hint Marketplace.

4. Marketing Rights and Obligations.

- a. If Partner and Hint jointly agree to make Partner publicly visible in Hint Marketplace, each Party shall make commercially reasonable efforts to promote the other Party's products or services, with the intent of increasing the number of mutual clients. Hint "clients" shall also include all affiliates and related parties of any existing Hint client. Commercially reasonable efforts for each Party shall include: (a) promoting the other Party on its website, including a link to the other Party's website; (b) promoting the other Party's products and services in regular client-facing communications, such as newsletters, brochures, videos, product updates, webinars, and industry conferences; and (c) referring clients to the other Party's products in the ordinary course of client engagement activities.
- b. Each Party shall have the right to publicly disclose or distribute marketing or promotional materials that include the other party's authorized trade names, marks or logos ("**Marks**"). All public uses by a Party of the other Party's Marks shall be solely as and in the form provided by the other Party and conform with the other Party's brand usage guidelines, and such materials including these Marks may then be developed, disseminated and used without the other Party's review. Each Party shall retain all rights, title and interests in and to its respective Marks and all goodwill generated therein or with respect thereto.
- c. If it reasonably determines that such use may result in a violation of applicable law, regulatory guidance, healthcare compliance requirements, or internal compliance policies, without liability to the other Party each Party shall have the right to: (i) direct the other party to stop and take down any marketing or promotional materials distributed with its Marks; and (ii) immediately suspend or discontinue any marketing, promotional, or public-facing use of the other Party's products, services, or Marks.

- d. Neither Party shall, without the prior written approval of the other Party, issue or release any announcement, statement, press release, or other publicity relating to the existence of this Agreement.

5. Marketplace Governance.

- a. Partner shall provide and maintain accurate product and service description, pricing, and contact information in the Product Listing section of the Hint Partner Portal. All Product Listings are subject to prior Hint review and approval before being made visible.
- b. Notwithstanding anything in the Agreement to the contrary, Hint reserves the right to immediately suspend or remove Partner access to the Hint Technology and Services in the event Hint reasonably believes that continued Partner access to the Hint Technology and Services would result in violation of Applicable Law or harm to health, property, the rights, or security of Hint or any other person or entity.

6. Service Fee.

- a. Partner shall pay Hint the fees as agreed to and shown in the billing section of the Hint Partner Portal or incorporated into another agreement between the Parties.
- b. Upon request by Hint, Partner shall provide Hint a report specifying each payment amount received from each Hint client and the calculation of the related Service Fee in reasonable detail.
- c. Upon termination or expiration of this Agreement, Service Fees shall continue to be due and payable to Hint with respect to any amounts actually received from Hint clients prior to the effective date of termination, in addition to any amounts already due or payable as of such date.

7. Term and Termination.

- a. This Agreement will commence on the Effective Date and continue as described for 12 months (the "Initial Service Term"). The Agreement will automatically renew for a successive period of the same length ("Subsequent Term") at the end of the Initial Service Term and all Subsequent Terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Either party may terminate this Agreement at any time upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice.
- b. Upon expiration or termination of this Agreement for any reason:
 - i. Each Party shall promptly cease use of the other Party's Confidential Information and Marks;
 - ii. Partner shall, within thirty (30) days, return or securely delete all Client Data obtained through the Hint Technology and Services, except to the extent retention is required by applicable law or to continue servicing an agreement between Partner and a Hint client;
 - iii. For a period of up to sixty (60) days following termination, the Parties shall reasonably cooperate to transition shared clients and minimize

disruption, including continued access to necessary systems solely for wind-down purposes;

iv. All outstanding payment obligations shall become immediately due and payable.

c. Sections 6 (Service Fee), 8 (Confidentiality), 9 (Intellectual Property), C.2 (Client Data), C.3 (Security Requirements), C.4 (Limitation of Liability), and any provisions which by their nature should survive, shall survive expiration or termination of this Agreement.

8. **Confidentiality.** Each Party (as applicable, “**Disclosing Party**”) may disclose to the other party (as applicable, a “**Receiving Party**”) non-public or proprietary information in connection with this Agreement (collectively, “**Confidential Information**”).

a. Confidential Information shall not include 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.

b. 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. For the avoidance of doubt, the terms of this Agreement shall be considered Confidential Information.

c. 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). Partner shall ensure that its collection, use and disclosure of information obtained from Hint clients in connection with this Agreement complies with all applicable laws and regulations and Partner’s privacy policy.

9. **Intellectual Property.**

a. Hint and Partner own and retain all right, title and interest in and to their respective products and services (including but not limited to, any information, content, computer code, concepts, methods of operation, moral rights, documentation and software) and all Intellectual Property Rights therein. For purposes of the Agreement, “**Intellectual Property Rights**” means all intellectual

property and proprietary rights, including those in and to patents and inventions (whether patentable or not), trademarks and all goodwill associated therewith, copyrights and copyrightable works (including software), trade secrets, know-how and other confidential and proprietary information, and all other forms of intellectual property. Each Party reserves all rights not expressly granted by the Agreement.

10. Miscellaneous.

- a. Disclaimer. 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.
- b. Representations.
 - i. Partner represents it will comply with applicable healthcare laws and will not use the Hint Marketplace to offer or accept improper inducements.
 - ii. Parties represent that fees exchanged are for platform services and not intended to compensate for referrals or clinical decision-making.
 - iii. Each Party shall not (and shall have no right to): (a) make any misrepresentations, promises, commitments or guarantees to any third party regarding the other party or the other party's products or services; (b) undertake or authorize any deceptive, misleading or unethical practices in connection with the Agreement; (c) enter into, commit or bind the other party to any agreement, warranty, contract or undertaking; (d) violate any laws or regulations applicable to such party's performance or actions under the Agreement.
- c. 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.
- d. Amendments; Updates. Hint may modify this Agreement by providing notice to Partner. Any such changes to this Agreement shall become effective at the start of the next renewal term and shall govern the Parties' relationship thereafter, unless Partner provides notice of non-renewal or termination of this Agreement in accordance with its terms, provided that such notice is given no later than thirty (30) days prior to the applicable non-renewal deadline.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. Entire Agreement: This Agreement, together with all other documents incorporated herein by reference, constitutes the entire agreement between Partner and Hint Health with respect to the subject matter hereof, and supersedes any prior agreements, understandings or arrangements between Partner 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.
- j. Counterparts: This Agreement may be executed in one or more counterparts (including by means of facsimile copy or electronic PDF signature pages), all of which taken together shall constitute one and the same instrument.
- k. Authority: Each Party hereby represents and warrants that it has full power and authority to enter into this Agreement.

B. Solution Partner Terms: Applicable only to Solution Partners

- 1. **Products and Service.** Partner shall provide a discount and/or a service offering specifically designed for Hint clients under this Agreement.

C. Integration Terms: Applicable only to Integration and Application Partners

- 1. **Hint API.** Hint shall provide Partner access to and use of Hint’s application program interface and relevant endpoints (the “**Hint API**”) so Partner can offer its products and services to Hint customers through Hint’s Technology and Services. The Parties agree that Partner may only access and use the Hint API provided by Hint to Partner in connection with this Agreement in accordance with the following terms and conditions:
 - a. Partner may access and use the Hint API during the terms of the Agreement solely for purposes of: 1) Providing Partner’s products and services to Hint clients who qualify as Authorized Clients (as defined in Client Data Section (a) below); and 2) Enhancing integration with Hint’s products and services to support Hint Customer’s internal business purposes. Partner has no rights to, and shall not, access or use the Hint API for any other purpose. For the avoidance of doubt, Partner shall not access or use, and shall not permit any third party to access or use, the Hint API or any integration with the Hint API to knowingly facilitate or assist the transition of any customer away from Hint’s products or services. Partner will not design or market its integration with the Hint API for the purpose of enabling customers to replace or migrate away from Hint’s products or services. If Partner becomes aware that the Hint API is being used in violation of this section, Partner shall take reasonable steps to discontinue such use, including disabling the applicable integration where appropriate.
 - b. Partner shall treat the Hint API as Hint’s Confidential Information and Partner 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, Partner shall cease accessing and using the Hint API and shall promptly delete and destroy all representations, embodiments and copies of the Hint API in Partner's possession or control.
2. **Client Data.** The Parties contemplate that Partner will ultimately use the Hint API to access, collect, extract, receive and otherwise obtain certain data from Hint's clients that is stored on Hint's systems, to potentially include the names, personal identifiers, contact information and associated information of individual patients and customers of such Hint clients ("**Client Data**").
 - a. Partner agrees that prior to accessing, collecting, receiving, extracting or otherwise obtaining any data or information of or from a given Hint client from, through or using the Hint API, Partner shall first obtain from each such Hint client all authorizations, consents and permissions required for Hint to allow and authorize Partner to do so (and for Hint to otherwise provide such data and information to Partner and for Partner to use such information and data as contemplated herein) without violating any obligations, restrictions, laws or regulations. Partner shall obtain such Hint client authorization either using Partner's agreement included in the activation setting of the Hint Partner Portal or directly from Hint client. Upon request, Partner shall provide Hint with any such authorization obtained directly from Hint client. Hint client shall then be deemed an "**Authorized Client**" hereunder and Partner may then use the Hint API to obtain such Authorized Client's Client Data. Without limiting the foregoing, if Client Data shall include Protected Health Information ("**PHI**"), Partner shall also enter into a Business Associate Agreement with Hint or Hint client before accessing and using the Client Data.
 - b. Partner shall enter into and maintain an agreement (including, as applicable, terms of use and business associate agreement) with each Authorized Client that requires such Authorized Client to obtain all required authorizations, consents, and permissions from, and has provided any and all required notices and disclosures to, the individual patients 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 compliance with the Authorized Client's privacy and data access policies and agreements.
 - c. Partner will not access, collect, extract, receive and otherwise obtain any information or data from, through or using the Hint API except for: (i) Client Data of Authorized Clients for which all the requirements in Sections (a) and (b) above have been met or (ii) data independently collected or generated by Partner outside of the Hint API that is subsequently transmitted to or through Hint Technology and Services. Partner will only access, collect, extract, receive and otherwise obtain Client Data through, from or using the Hint API that is necessary for Partner to provide its products and services to the Authorized Client

associated with such Client Data (and then only the minimal amount of such Client Data that is necessary for such purpose). Partner will use all Client Data that it accesses, collects, extracts, receives or obtains from, through or using the Hint API solely for purposes of providing its products and services to the Authorized Client associated with such Client Data and for no other purposes, unless such additional use: (i) is expressly authorized by the applicable Authorized Client (as the data owner or controller); (ii) is not inconsistent with such Authorized Client's obligations or agreements; and (iii) is permitted under applicable law. For the avoidance of doubt, Client Data does not include data that is independently collected or generated by Partner outside of the Hint API and is subsequently transmitted to or through Hint Technology and Services. Partner will comply with all applicable laws and regulations (as well as with any applicable privacy policies, consents, authorizations and permissions) in connection with its access, collection, extraction, receipt, processing, storage, transmission and use of data obtained through Hint Technology and Services.

- d. Each Party shall be responsible for its own access to, use of, and processing of Client Data in accordance with applicable law. Accordingly, each Party agrees to indemnify and hold harmless the other Party from and against any claims, actions, suits or proceedings brought by a third party (including without limitation by any shared client, any patients and/or any governmental entity) which arise from or in connection with the indemnifying Party's access, collection, extraction, receipt, storage, processing, transmission, or use of data and/or failure to comply with the terms and conditions of this Agreement or applicable law.
- e. Shared Client Data. For purposes of this Agreement, "Shared Client Data" means Client Data and any data, information, or records relating to an Authorized Client or its patients that are generated, collected, processed, or stored by either Party in connection with the provision, purchase, billing, or use of Partner's products or services through the Hint Marketplace.
 - i. Reciprocal Access and Use. Subject to applicable law and the requirements of this Section, Partner grants Hint a non-exclusive, worldwide, royalty-free right to access, use, process, store, transmit, and display Shared Client Data for the following purposes:
 - 1. facilitating billing, collections, payment processing, and reconciliation;
 - 2. operating, maintaining, and improving the Hint Marketplace and related services;
 - 3. providing support, reporting, analytics, and operational insights to Authorized Clients;
 - 4. ensuring compliance with legal, regulatory, and contractual obligations; and
 - 5. any other purpose authorized by the applicable Authorized Client.
 - ii. Client Authorization. Partner shall ensure that its agreements with Authorized Clients and its collection of any Shared Client Data include all necessary rights, consents, authorizations, and disclosures required to

permit Hint to access and use Shared Client Data as described in this Agreement without violation of applicable law, including privacy and healthcare laws.

- f. For clarity, Client Data accessed or processed by Partner via the Hint API constitutes 'User Data' for Hint's internal use and treatment under Hint's Terms of Service, Privacy Policy, and applicable Business Associate Agreements, and nothing in this Agreement limits Hint's rights with respect to such User Data.
 - g. Data Protection and Compliance
 - i. Each Party shall implement and maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Client Data, consistent with industry standards such as SOC 2 or NIST-based frameworks.
 - ii. Each Party shall ensure that its personnel and subprocessors with access to Client Data are bound by written obligations of confidentiality and data protection no less protective than those set forth herein.
- 3. Security Requirements. Partner shall abide by the following security requirements:**
- a. Information Security Program. Implement, maintain, and comply with a written information security program that is designed to protect the confidentiality, integrity, and availability of the Hint API and any data accessed through it.
 - b. Encryption.
 - i. Encrypt all data transmitted to or from the Hint API using industry-standard transport encryption (TLS 1.2 or higher).
 - ii. Encrypt all data obtained from or derived from the Hint API at rest using strong encryption algorithms (e.g., AES-256 or equivalent).
 - c. Access Controls.
 - i. Restrict access to the Hint API and related credentials to authorized personnel only.
 - ii. Enforce the principle of least privilege such that access is limited to the minimum necessary to perform permitted functions.
 - iii. Promptly revoke access for personnel who no longer require it.
 - d. Credential Management.
 - i. Prohibit the sharing of API credentials, authentication tokens, or keys among individuals or systems
 - ii. Store credentials securely using industry-standard secrets management practices
 - iii. Immediately notify Hint of any suspected or actual compromise of credentials
 - e. Key Management & Rotation.
 - i. Use unique API keys or credentials issued by Hint
 - ii. Rotate API keys, secrets, and encryption keys on a regular basis and upon any suspected compromise
 - iii. Immediately disable and replace compromised keys
 - f. Logging & Monitoring.

- i. Maintain logs sufficient to record access to and use of the Hint API, including authentication events and requests
 - ii. Protect logs from unauthorized access or modification
 - iii. Retain logs for a commercially reasonable period for security and audit purposes
- g. Security Incidents.
 - i. Promptly notify Hint without undue delay, and in no event later than seventy-two (72) hours after discovery, of any actual or reasonably suspected security incident involving the Hint API or related data, and shall cooperate with Hint in investigating, mitigating, and remediating any such incident.
 - ii. Hint shall promptly notify Partner without undue delay upon discovery of any actual or reasonably suspected security incident that materially affects Partner's use of the Hint API or Client Data and shall reasonably cooperate with Partner in investigating, mitigating, and remediating any such incident.
- h. Audit & Assurance. Upon reasonable request, provide:
 - i. Written confirmation of compliance with these security requirements, and
 - ii. Relevant third-party security certifications or audit reports, if available

4. Limitation of Liability.

- a. 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.
- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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. EXCEPT AS OTHERWISE EXPRESSLY PROVIDE IN THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEE PAID OR PAYABLE BY THE LIABLE PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS HIGHER. NOTWITHSTANDING THE FOREGOING, FOR LIABILITY ARISING OUT OF OR RELATING TO (i) A PARTY'S VIOLATION OF APPLICABLE DATA PROTECTION, PRIVACY, OR SECURITY LAWS (INCLUDING HIPAA AND HITECH) OR (ii) UNAUTHORIZED ACCESS TO, USE OF, OR DISCLOSURE OF CLIENT DATA, PHI, OR

CONFIDENTIAL INFORMATION, SUCH PARTY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THREE (3) TIMES THE AMOUNT DESCRIBED ABOVE.

- c. The foregoing limitation of liability shall not apply to liability arising out of or relating to:
 - i. a Party's breach of its confidentiality obligations;
 - ii. a Party's violation of applicable data protection, privacy, or security laws or regulations, including HIPAA and HITECH;
 - iii. unauthorized access to, use of, or disclosure of Client Data, PHI, or Confidential Information; or
 - iv. a Party's indemnification obligations under this Agreement or Business Associate Agreement.

D. Application Partner Terms: Applicable only to Application Partners

1. Hint Obligations.

- a. Hint may provide first line support to shared clients in connection with Partner's products and services included in the Hint Marketplace.

2. Partner Obligations.

- a. Partner shall embed its product in the Hint Marketplace using Hint's APIs to enable client onboarding, user authentication, and Partner product utilization. Partner shall follow Hint's design guidelines for embedding its product in Hint Marketplace.
- b. Partner shall only utilize Hint for billing or collections services for Hint client, patient, or employer payments for Partner's products or services purchased through the Hint Marketplace.
- c. Partner grants Hint a non-exclusive, worldwide, royalty-free license to market, distribute, and offer Partner's products and services. Partner shall not knowingly engage in direct marketing to Hint clients for the purpose of circumventing the Hint Marketplace. For clarity, Partner shall not be in breach of this Section for (i) general marketing activities not specifically targeted at Hint clients, (ii) engagement with existing or independently sourced customers, or (iii) inadvertent or incidental interactions with Hint clients. Partner may communicate directly with Hint clients in connection with onboarding, support, and delivery of Partner's products and services in accordance with Hint's Marketplace requirements and guidelines, as may be updated from time to time.
- d. Partner shall provide shared clients with agreed service levels, including but not limited to: (i) After a Partner contract is executed by Hint client, expedited activation using Partner's product embed in Hint Marketplace; (ii) Less than 24 hours response time to customer request (or to Hint request where Hint is acting as first line support); and (iii) a 99.5% uptime (excluding planned maintenance, third-party outages, and force majeure). Failure by Partner to meet agreed service levels shall constitute a material breach of this Agreement.
- e. Partner shall provide Hint with resources needed for Hint to effectively provide first line support to shared clients in connection with Partner's products and

services. Partner will provide Hint with dedicated second line support in connection with Partner's products and services.

- f. Partner shall provide reasonable cooperation and assistance to Hint in connection with Hint's activities under the Agreement.