

HINT HEALTH TERMS OF SERVICE AND PAYMENT PROCESSING AGREEMENT

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Welcome to Hint Health! These Terms of Service and Payment Processing Agreement (“**Terms of Service**” or “**Payment Processing Agreement**”) govern any access and use by you and/or the entity or person on whose behalf you are accepting these Terms of Service (“**you**”, “**Customer**”, or “**Merchant**”) of Hint Health Inc.’s (“**Hint Health**”, “**we**”, “**us**”, or “**Platform**”) offerings for direct care providers and any related software or services (the “**Hint Health Service**”) made generally available by Hint Health through a web application on our website, www.hint.com, and any corresponding sites or mobile applications (collectively, the “**Site**” and together with the Hint Health Service, the “**Services**”). The information on the Site and the Hint Health Service and resources available or enabled via the Site or the Hint Health Service are controlled by Hint Health. You may not use the Services without agreeing to these Terms of Service.

By clicking a box or button indicating acceptance of these Terms of Service in connection with an online order document or by executing an order form that references these terms (each an “**Order Form**”) or an MSA (as defined below) or by accessing or using the Services, you acknowledge and agree that (1) you’ve read, understood, and accept these Terms of Service and agree to be bound by it, (2) you are of legal age to form a binding contract with Hint Health, and (3) you have the authority to enter into these Terms of Service personally or on behalf of the legal entity identified during the account registration process, and to bind that legal entity to these Terms of Service. IF YOU, OR IF APPLICABLE, SUCH LEGAL ENTITY, DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU, AND IF APPLICABLE, SUCH LEGAL ENTITY, MAY NOT ACCESS OR USE ANY OF THE SERVICES.

For some customers, these Terms of Service may be incorporated into another agreement you have with us, such as an enterprise master services agreement (“**MSA**”) or Order Form. If this applies to you, then in the event of a conflict between these Terms of Service and the MSA, Order Form, or Partner Agreement, the MSA, Order Form, or Partner Agreement will govern.

The Hint Health Service is a software-as-a-service or “SaaS” offering, which means that our software is delivered through our Site and is not locally installed on your devices. This allows us to offer the Hint Health Service to you efficiently and effectively through our Site, but it also requires that we do not allow for modification or deviation from these Terms of Service on a per customer basis. Please contact us at support@hint.com if you have any questions.

Please read these terms CAREFULLY, as they may have changed! We may revise and update these Terms of Service from time to time in our sole discretion. We will post updated Terms of Service at www.hint.com/terms. You may also be notified via the contact information you provided to us, or upon your next log-in to the Hint Health Service. You are responsible for ensuring you are familiar with the latest Terms of Service, and your continued use of the Hint Health Service will constitute your acceptance of updated Terms of Service, to the extent permissible under Applicable Law. You may always terminate these Terms of Service pursuant to Section 7.2 (Termination By You).

1. The Hint Health Service and Site.

1.1 Access and Use. Subject to the terms and conditions of these Terms of Service and any applicable Order Form, MSA that references these Terms of Service, and any supplemental terms presented to you by Hint Health (collectively, the “**Agreement**”) and all applicable local, state, national and international laws, rules, and regulations (“**Applicable Law**”), you may access and use the Hint Health Service identified on the applicable Order Form or MSA through the Site during the Service Term (as defined below) solely for your internal business purposes, including in connection with providing medical services to your patients, members, employees, employee dependents, and/or customers (“**Members**”).

1.2 Company Software. Use of any software and associated documentation that is made available via the Services (“**Software**”) is governed by the Agreement. Subject to your compliance with the Agreement, Hint Health grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement. Some Software may be offered under open source licenses that we will make available to you upon your request. There may be provisions in the open source licenses that expressly override some of these terms.

1.3 User Accounts. In order to access certain features of the Services you may be required to register an account with Hint Health (an “**Account**”) for use of the applicable Services. In registering an Account, you agree (a) that all information provided to Hint Health relating to you will be true, accurate, current and complete to the best of your knowledge and (b) to promptly update all such information provided to Hint Health whenever any of it changes. You are entirely responsible for maintaining the confidentiality of your account information and password. You agree not to use and shall not use the Account, user name, or password of any other Hint Health Service user or Account, and you agree not to and shall not share your password, access to your Account, or otherwise authorize or permit any third party to access or use your Account. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Hint Health reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Hint Health, or if you have been previously banned from any of the Services.

1.4 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Hint Health. You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services. The Services may enable you to connect your Account to your accounts with one or more third-party services (each a “**Third-Party Account**”). In the event you connect any Third-Party Account to your Account, you represent that you are entitled to connect such Third-Party Account to your Account and the Services without breach by you of any of the terms and conditions that govern such Third-Party Account and without obligating Hint Health to pay any fees or making Hint Health subject to any usage limitation imposed by any third-party. By linking a Third-Party Account to your Account, you acknowledge and agree that Hint Health may access, receive or store (if applicable) information, data, text, tags and other materials accessible through the Services that you have provided to and stored in your Third-Party Account (collectively, “**Third-Party Account Content**”). If you do not wish to have Third-Party Account Content shared in this manner, do not link a Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY ACCOUNT PROVIDER ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH PROVIDERS, AND HINT HEALTH DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Hint Health makes no effort to review any Third-Party Account Content for any purpose, including but not

limited to, for accuracy, legality or noninfringement, and Hint Health is not responsible for any Third-Party Account Content.

1.5 Restrictions and Limitations. You may use the Hint Health Service and Site only for lawful purposes and in accordance with the Agreement. We are under no obligation to enforce these Terms of Service on your behalf against another user. We encourage you to let us know if you believe another user has violated these terms or otherwise engaged in prohibited or illegal conduct.

The rights granted to you in the Agreement are subject to the following restrictions. You agree not to and shall not, nor shall you assist, encourage, or enable others to use the Services:

- For any commercial purpose, except as expressly permitted under the Agreement.
- To violate any Applicable Law.
- To transmit, or procure the sending of, any advertising or promotional material.
- To threaten, stalk, harm, or harass others, or to promote bigotry or discrimination.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or other users of the Services or expose them to liability.
- To create, send, knowingly receive, display, transmit, upload, download, use, or reuse any material or content which:
- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Law, or that otherwise may be in conflict with the Agreement;
- Be likely to deceive or confuse any person; or
- Promotes or assists in any illegal activity.

Additionally, you agree not to and shall not assist, encourage, or enable others to:

- License, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services, except as expressly permitted under these Terms of Service.
- Violate these Terms of Service;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Services, except as expressly authorized in advance by us in writing;
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
- Record, process, harvest, collect, or mine information about other users;
- Access, retrieve, or index any portion of the Services for purposes of constructing or populating a searchable database, unless using APIs per a separate agreement;
- Reformat or frame any portion of the Services without Hint Health's explicit permission;
- Use the Services in any manner that could, in our sole discretion, disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services;

- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including to monitor or copy any of the Content or other Site content;
- Use any manual or automated software, devices or other process to “scrape,” monitor or copy any of the Content or other material or data on the Services, or for any other unauthorized purpose without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Services;
- Use the Services or any User Data to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature;
- Use the Services to violate the security of any computer network, crack passwords or security encryption codes, disrupt or interfere with the security of, or otherwise cause harm to, the Services or content thereon;
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Hint Health Service or Site or features that enforce limitations on the use of the Hint Health Service or Site;
- Reverse engineer, modify, translate, adapt, merge, make derivative works of, disassemble, decompile or reverse compile any portion of the Services;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, any server on which the Services is stored, or any server, computer, or database connected to the Services;
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Services.

The restrictions above only apply to the extent permissible under Applicable Law. Nevertheless, you agree not to act contrary to them (even if permissible under Applicable Law) without providing thirty (30) days’ prior written notice to us at legal@hint.com, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

Notwithstanding the foregoing, you may copy, print and use reports generated by the Hint Health Service in accordance with the standard functionality of the Hint Health Service. Your access to and use of the Hint Health Service is subject to the applicable terms and conditions of any agreement between Hint Health and any third party regarding software or data from such third party that is contained within the Hint Health Service.

1.6 Member Responsibility. You are solely responsible and liable for your Members and their use of the Services in compliance with the terms of the Agreement. Without limiting the foregoing, you are responsible for any support, training and communication with and for your Members with respect to the Services. You shall be responsible for the acts and omissions of your Members as if they were your own.

1.7 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Hint Health and its licensors retain all right, title and interest in and to the Services (including all information, content, software and other materials therein, excluding User Data) and in and to all of Hint Health’s other intellectual property rights. No intellectual property or other rights or licenses are granted or otherwise provided by Hint Health under these Terms of Service, by implication, estoppel or otherwise, beyond those expressly provided for herein. No software or copies thereof are sold, transferred, distributed, or licensed hereunder; instead only the limited right to access and use the Hint Health Service, as expressly provided for in these Terms of Service, is granted hereunder.

1.8 Changes to the Hint Health Service. You understand that the Services are evolving and acknowledge that Hint Health reserves the right, in its sole discretion, at any time to modify, augment, limit

or otherwise change the Services without notifying you. All such changes shall be governed by these Terms of Service, unless otherwise expressly stated by Hint Health in writing. You may need to update third-party software from time to time in order to use the Services.

1.9 Hint Health Content. The Services may from time to time contain or provide to you data, articles, publications, content, materials, reports, analyses and other information generated by, available on, or otherwise provided through the Services, whether produced by Hint Health or third parties (collectively, “Content”). You acknowledge and agree that any use by you of the Content is at your own risk, and that such risk includes, but is not limited to, the risk that Content is erroneous, inaccurate or may result in or produce invalid results or information, omissions, misrepresentations, and similar issues. You agree that Hint Health shall not be liable or responsible for any damages, liabilities, costs, harms, business disruptions or expenditures of any kind that may arise from or in connection with your use or application of any Content. All Content is provided for your convenience only on an “as-is” and “as-available” basis without warranty of any kind. Hint Health does not warrant, guarantee, endorse, support, represent, verify or otherwise have any responsibility for the completeness, truthfulness, accuracy or reliability of any Content. All use of and reliance upon any such information shall be solely your responsibility and at your risk. Without limiting the foregoing, no analyses, reports or other information obtained or provided through the Services are intended to be (nor should be relied upon as) medical advice or instructions for medical diagnosis or treatment.

1.10 Third Party Materials. The Services may contain links to third party websites (“**Third-Party Websites**”) or applications (“**Third-Party Applications**”). Hint Health provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications, or any product or service provided in connection therewith. You acknowledge and agree that we are not responsible or liable for the availability or accuracy of such Third-Party Websites or Third-Party Applications, including the content, products or services on or available therefrom. Links to such Third-Party Websites or Third-Party Applications do not imply any endorsement by Hint Health thereof or the content, products or services thereon. You use all links in Third-Party Websites and Third-Party Applications at your own risk. When you leave our Site, the Agreement and our policies no longer govern. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources and are subject to the user terms and conditions of use for such websites.

1.11 Third-Party Payment Processor. We provide embedded payments processing services, which may include credit card, debit card, ACH, and other payment processing services, as may be offered from time to time in connection with the Hint Health Service (collectively, “**Processing Services**”). We use a third-party payment processor (“**Payment Processor**”) to process credit card transactions and other payments made through the Services.

(a) Processing Terms and Conditions. By using the Processing Services, you: (i) agree to Payment Processor’s Processing Terms and Conditions available at <https://legal.rainforestpay.com/processingterms> (“Payment Processor Terms”), which may be amended at any time on notice. You understand and agree that as used in the Payment Processor Terms, “**Merchant**” refers to you and “**Platform**” refers to Hint Health Inc.; (ii) agree that you are solely responsible for complying with all applicable provisions of Payment Processor Terms; and (iii) hereby consent and authorize Hint Health and Payment Processor to share any information and payment instructions you provide to the extent required to complete your transactions.

(b) Fees and Taxes. You agree to pay the processing fee we charge you for your use of the Processing Services (“**Processing Fee**”) pursuant to the pricing schedules found at www.hint.com/pricing, unless an alternate pricing schedule is set forth in your Order Form or MSA or otherwise agreed to in writing between you and Hint Health. All Processing Fees payable under this agreement are exclusive of taxes. Hint does not refund Processing Fees levied on sale transactions for which a refund is issued.

1.12 Other Embedded Services. We may incorporate other Licensed Software into the Services ("**Embedded Services**") for your use.

(a) Access to Third-Party Services. We may offer you access to, or integrations with, third-party software services through the Embedded Services (hereinafter "**Third-Party Services**"). Use of these services is strictly between you and the respective Third-Party Services, unless stated otherwise in an Order Form or other agreement between you and Hint.

(b) Data Use by Third-Party Services. We do not control or assume liability for data that you access, store, or distribute via Third-Party Services. If you use Third-Party Services, you grant the rights necessary to allow Third-Party Services access to your data for the interoperability of the Third-Party Services and the Embedded Services.

(c) Interoperability with Embedded Services. The Embedded Services may contain features designed to interoperate with Third-Party Services. The availability of these features is subject to our discretion and continued interoperability with the respective Third-Party Services, including compliance with their API or software usage terms.

(d) Liability Relating to Third-Party Services. We are not responsible for losses incurred due to your use of Third-Party Services. You agree to waive any rights or remedies against us related to disputes with Third-Party Services or data accessed, stored, or distributed through Third-Party Services. Furthermore, you agree to indemnify and hold us harmless against any claims arising from your use or reliance on any Third-Party Services.

(e) SMS Terms of Service.

(1) When you opt-in to the service, we will send you a message to confirm your signup, you will receive notifications about appointment confirmations, cancelations and reminders that are powered by Hint. Message and data rates may apply. Message frequency may vary. Text "HELP" for help. Text "STOP" to cancel.

(2) You can cancel this service at any time. Just text "STOP". After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us.

If you want to join again, just sign up as you did the first time and we will start sending messages to you again.

(3) If at any time you forget what keywords are supported, just text "HELP". After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

(4) Carriers are not liable for delayed or undelivered messages.

(5) For all questions about the services provided by this short code, you can send an email to support@hint.com.

(6) If you have any questions regarding privacy, please read our privacy policy.

2. User Data.

2.1 Definition. "**User Data**" means all data, information, communications, text, files, photographs, graphics, video, messages or other materials or content, uploaded, submitted, posted or otherwise provided to the Services by or for you, including without limitation data relating to your Members and their interactions with you and your services. User Data is yours (and, if applicable, your Members'), and Hint Health makes no claim to ownership of User Data or any rights associated therein that are not explicitly

granted in these Terms of Service or any other binding agreement between you and Hint Health. User Data includes Client Data.

2.2 Use of User Data. You acknowledge and agree that Hint Health requires certain use rights in the User Data in order to provide the Hint Health Services, the Site, other related services, and otherwise fulfill its obligations to you in the Agreement. Subject to the provisions of these Terms of Service, our privacy policy, found at www.hint.com/privacy ("Privacy Policy"), and any applicable terms and conditions relevant to the privacy and security of User Data included within an MSA or Business Associate Agreement between Hint Health and you (the "**BAA**"), you agree that Hint Health may (A) use User Data that you upload, submit, post or otherwise provide to Hint Health solely (i) to operate, maintain and administer the Hint Health Service, (ii) to develop, modify, use and improve the Services and other products and services of Hint Health, and (iii) to prepare aggregated and anonymized data (meaning that it can no longer be used to identify you, any Member, or any other individual) from User Data for purposes of preparing statistical and analytic information and (B) share User Data that you upload, submit, post or otherwise provide to Hint Health with Hint Health's third party service providers engaged by Hint Health in connection with the operation, provision, maintenance, support, and/or administration of the Hint Health Service for any lawful purposes, including without limitation, for the improvement of such third party service provider's products and services and other purposes set forth in Hint Health's agreements with such service providers. Notwithstanding anything else in these Terms of Service to the contrary, you acknowledge and agree that Hint Health may use and disclose any User Data that is publicly available or becomes publicly available through no fault of Hint Health.

2.3 Protection and Privacy of User Data. Hint Health acknowledges that, in some cases, User Data may include sensitive, confidential, or proprietary information related to you or your Members. Hint Health has implemented and maintains reasonable technical and organizational safeguards designed to protect User Data. Hint Health also offers specific terms applicable to any PHI in a Business Associate Agreement, as described in Section 2.4 below. Without limiting the foregoing, you acknowledge sole responsibility and liability for maintaining your own reasonable technical and organization safeguards to protect User Data.

2.4 HIPAA and Business Associate Agreement. The Hint Health Service is designed to comply with HIPAA with respect to any Protected Health Information ("**PHI**") (as that term is defined in 45 CFR § 160.103) included within User Data that is uploaded or transferred by you or your Members to the Hint Health Service. The use and disclosure of such PHI will be governed by the BAA, which must be entered into between you and Hint Health as a necessary condition precedent to Hint Health's performance under these Terms of Service and prior to any such upload or transfer, and the Privacy Policy. With respect to PHI, in the event of a conflict between the Privacy Policy or any other terms and conditions in effect between you and Hint Health and the BAA, the BAA will govern.

2.5 Disclaimers: Disclaimers. You acknowledge that the nature and content of User Data that is uploaded or submitted to the Services is solely determined by you and/or your Members. You agree that Hint Health, to the fullest extent permitted by Applicable Law, will under no circumstances be liable in any way for any errors, omissions, or inaccuracies, including any loss or damage of any kind (including any modification, loss, or deletion of User Data) incurred as a result of your use of, or your reliance on, any User Data or analysis thereof.

2.6 Storage. Unless expressly agreed to by Hint Health in writing elsewhere, Hint Health has no obligation to store any User Data. Subject to the terms of the BAA, Hint Health has no responsibility or liability for the deletion or accuracy of any User Data; the failure to store, transmit or receive transmission of any User Data; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You agree that Hint Health retains the right to create reasonable limits on Hint Health's use and storage of User Data, such as limits on file size, storage space, processing capacity, and similar limits as determined by Hint Health in its sole discretion.

3. Licenses and Ownership.

3.1 Hint Health Intellectual Property Rights. Except with respect to User Data, you agree that Hint Health and its licensors own and retain all right, title and interest in and to the 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 these Terms of Service, “**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. Hint Health reserves all rights not expressly granted by these Terms of Service.

3.2 Trademarks. Hint Health’s name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Hint Health and may not be used without permission in connection with your, or any third-party, products or services. Third party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

3.3 License to User Data. Subject to the terms of the BAA, you hereby grant to Hint Health a sublicensable, non-exclusive, fully paid, royalty-free, worldwide license to use, reproduce, modify, adapt, publicly perform, and publicly display User Data and any Intellectual Property Rights associated therewith solely for the purposes set forth in Section 2.2. You represent and warrant that you have all necessary rights, licenses, consents, and permissions to grant the foregoing license and to permit Hint Health to exercise all rights in the User Data granted hereunder.

3.4 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Hint Health (“**Feedback**”) is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Hint Health a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or our business.

3.5 Reviews and Testimonials. When submitting a testimonial, review, or other comments about the Services (“**Review**”), you hereby grant Hint a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, edit, adapt, publish, display, and distribute such Review for marketing, promotional, and other business purposes. This includes, but is not limited to, displaying testimonials on our website, marketing materials, and social media channels. You acknowledge and agree that Hint may edit or adapt your testimonial for length or clarity, but not alter its intended meaning. Furthermore, you acknowledge and agree that your feedback may be associated with your name, job title, and/or organization, unless explicitly requested otherwise in writing. If you wish to revoke your consent to use of a Review, please contact us at marketing@hint.com and Hint will make reasonable efforts to remove your testimonial from future publications.

4. Fees and Payment Terms.

4.1 Fees. You agree to pay Hint Health the fees associated with the Hint Health Services or other services or offerings provided to you by Hint Health (“**Fees**”) pursuant to the pricing schedules found at www.hint.com/pricing, unless an alternate pricing schedule is set forth in your Order Form, MSA, or Partner Agreement, or otherwise agreed to in writing between you and Hint Health (the agreed upon pricing schedule, the “**Pricing**”). Hint Health will provide you with a regular invoice detailing Fees owed according to the applicable Pricing. All Fees paid are non-refundable and non-creditable.

4.2 Changes to Pricing. Hint Health may change or update its pricing schedules found at www.hint.com/pricing, and other locations from time to time in its sole discretion. Any such change or update will become effective automatically upon its posting. Notwithstanding the foregoing, in the event such change or update affects the Fees owed by you, Hint Health will provide written notice to you at the contact information associated with your Account and any such change or update will become effective thirty (30) days following Hint Health's notice to you. Upon receipt of such notice, if you do not agree to such pricing changes or updates, you may terminate these Terms of Service pursuant to Section 7.2 (Termination by You). If you do not terminate these Terms of Service, your continued use of the Hint Health Service shall constitute acceptance of the changed or updated pricing schedule and any applicable Pricing between you and Hint Health will be amended accordingly. Hint Health reserves the right to provide the Hint Health Service, or certain features or functionalities thereof, free of charge, and doing so will not be construed to limit in any way Hint Health's right to charge applicable fees for such services, features, or functionalities as described herein.

4.3 Additional Offerings. Hint Health may offer certain additional products or services to you during the Service Term (defined below) ("**Additional Offerings**"). You may accept or reject any Additional Offerings offered by Hint Health pursuant to the terms and conditions associated with the Additional Offerings. If you accept any Additional Offerings, any additional Fees owed with respect to the Additional Offering will be added to the Pricing and will be subject to the same payment terms and conditions, unless otherwise stated in writing by Hint Health.

4.4 Payment Terms. Unless otherwise specified in an applicable Order Form, MSA or Partner Agreement, you will pay all Fees within thirty (30) days of the date indicated in the applicable invoice. All Fees are payable in United States dollars. You may specify a form of electronic payment at the time you register an Account with Hint Health for the Services, or, if no such payment form is specified, you will pay the Fees using a form of payment described in the invoice. Any Fees that are not received from you when due will accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment is due until the date paid. You agree to keep all information provided to Hint Health with respect to payment methods (such as credit card information and billing address) accurate and up to date.

4.5 Payment Provider. For Hint Core and Hint Clinical services, you must provide Hint Health with a valid credit card (Visa, MasterCard, or any other issuer accepted by us, each, a "**Payment Provider**") or bank account through an automated clearing house ("**ACH**") as a condition to signing up for the Services. Your Payment Provider agreement governs your use of a designated credit card, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities. With respect to ACH payments, the ACH network is controlled and managed by the National Automated Clearinghouse Association (NACHA) and its member organizations. When submitting payments over the ACH network, you must refer to and comply with the NACHA Operating Rules to determine your rights and liabilities with respect to such payments, not this Agreement. By providing Hint Health with your credit card number, or bank account through an ACH, and associated payment information, you agree that Hint Health is authorized to immediately invoice your Account for all fees and charges as they become due and payable and that no additional notice or consent is required. In the event you elect to make payments via ACH, you authorize Hint Health to initiate electronic credit and debit entries to your account designated on your ACH authorization in accordance with the payment terms of the Agreement.

4.6 Taxes. Each party is responsible for all taxes levied against that party in connection with the Agreement. If for any reason Hint Health has an obligation to collect or pay taxes for which you are responsible, such amounts paid will be added to the Fees and will be subject to the same payment terms and conditions, unless otherwise stated.

5. Limited Warranty; Disclaimer of Warranties.

Please review this section CAREFULLY.

5.1 Limited Warranty. Hint Health represents and warrants that the Hint Health Service substantially conforms to the operational features and documentation available on the Site, and that Hint Health will provide the Hint Health Service in a manner consistent with generally accepted industry standards. In the event of an alleged breach of this limited warranty, you will notify Hint Health regarding such breach within thirty (30) days after the incident giving rise to the claim of breach of this limited warranty, and Hint Health will, as your sole and exclusive remedy for such breach, use commercially reasonable efforts to cure the breach in compliance with this limited warranty.

5.2 Disclaimer of Warranties and Conditions. Except as specifically provided in Section 5.1, to the fullest extent permitted by Applicable Law, Hint Health expressly disclaims all warranties, representations and conditions of any kind, whether express or implied, statutory or otherwise, including without limitation the implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, and those arising from a course of dealing or usage or trade arising from the use of the Services. You expressly understand and agree that, to the fullest extent permitted by Applicable Law, your use of the Services is at your sole risk, and the Services are provided on an “as-is” and “as available” basis, with all faults. You acknowledge and agree that Hint Health is not liable, and you agree not to seek to hold Hint Health liable, for the conduct of third parties, including operators of external sites and other users of the Services, and that the risk of injury from such third parties rests entirely with you. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Hint Health to monitor such materials and that you access these materials at your own risk.

(a) Hint Health makes no warranty, representation or condition that: (1) the Services will meet your requirements; (2) your use of the Services will be uninterrupted, timely, secure or error-free; or (3) the results that may be obtained from use of the Services will be accurate or reliable.

(b) No advice or information, whether oral or written, obtained from Hint Health or through the Services will create any warranty not expressly made herein.

(c) HINT IS NOT A LICENSED MEDICAL PROVIDER, AND ANY INFORMATION PROVIDED BY OR THROUGH THE SERVICES IS NOT MEANT TO BE MEDICAL ADVICE BUT IS FOR INFORMATIONAL PURPOSES ONLY.

6. Indemnification and Limitation of Liability.

6.1 Indemnification.

(a) You agree to defend, indemnify, and hold Hint Health, its affiliates, officers, directors, employees, suppliers, licensors and agents (each, a “**Company Party**” and collectively, the “**Company Parties**”) harmless from and against any third-party claim (“**Claim**”) and liabilities, losses, costs, and reasonable documented expenses, including without limitation reasonable attorneys’ fees and costs, (collectively “**Losses**”) arising out of or in any way connected to any and all of the following (i) User Data; (ii) your violation of the Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Right; (iv) your violation of any Applicable Law, including without limitation HIPAA; or (v) your gross negligence, recklessness, or willful misconduct. Hint Health agrees to defend, indemnify and hold you and your affiliates, officers, directors, employees, suppliers, licensors and agents harmless from and against any and all Claims and Losses to the extent that the Claim is based upon (i) Hint Health’s breach of the BAA or (ii) Hint Health’s gross negligence or willful misconduct.

(b) The indemnification obligations provided in Section 6.1(a) are conditioned on the indemnified party (i) providing prompt written notice of the Claim to the indemnifying party, (ii) subject to the following sentence, providing the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle or defend any Claim that attributes culpability to the indemnified party without the indemnified party’s prior written consent), and (iii) providing to the

indemnifying party all reasonable assistance, at the indemnifying party's expense. Notwithstanding the foregoing, Hint Health reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Hint Health in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

6.2 Limitation of Liability. To the maximum extent permitted by Applicable Law, in no event shall the Company Parties be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, in each case whether or not the Company Party has been advised of the possibility of such damages, arising out of or relating to the use of, or inability to use, the Services or otherwise in connection with the Agreement, on any theory of liability. To the maximum extent permitted by Applicable Law, under no circumstances shall the Company Parties be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your account or the information (including User Data) contained therein. To the maximum extent permitted by Applicable Law, except for liability under Section 1.1(a)(xiii), in no event shall the Company Parties' cumulative liability to you exceed the amounts paid by You to Hint Health hereunder during the twelve (12) months immediately prior to the event giving rise to such liability. Please note that some jurisdictions do not allow for such exclusion or limitations. If these laws apply to you, some or all of the foregoing limitations or exclusions may not apply to you and you may have additional rights. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Hint Health and you.

7. Term and Termination.

7.1 Term. The Agreement commences on the earlier to occur of (a) the date you first use the Services or (b) the date you accept these Terms of Service (as described in the preamble above). Unless otherwise stated in the Order Form or MSA executed between you and Hint Health, the Agreement continues for one (1) month (the "**Initial Term**"), whereupon, the Agreement will automatically renew for successive one (1) month periods (each a "**Renewal Term**", the Initial Term and any Renewal Term(s), collectively, the "**Service Term**") unless these Terms of Service are terminated pursuant to this Section 7.

7.2 Termination by You. You may terminate these Terms of Service at any time for any reason or no reason, unless otherwise stated in the Order Form or MSA executed between you and Hint Health. For the avoidance of doubt, you will remain liable for any Fees, including periodic subscription fees, incurred prior to when the termination becomes effective.

7.3 Termination by Hint Health. Hint Health may terminate the Agreement (including, as a consequence thereof, your access to the Services) (a) upon material breach of the Agreement by you (including but not limited to failure by you to pay Fees when due); provided that Hint Health gives written notice to you of the material breach and such material breach is not cured within thirty (30) days thereafter; or (b) at any time for any reason or no reason upon thirty (30) days prior written notice. Termination pursuant to Section 7.3(a) will be effective immediately, and termination pursuant to Section 7.3(b) will become effective upon the later of the end of the thirty day notice period or the end of the then-applicable Service Term.

7.4 Suspension of Service. Notwithstanding anything in these Terms of Service to the contrary, Hint Health reserves the right to immediately suspend access to the Services in the event Hint Health reasonably believes that continued provision of the Services would result in violation of Applicable Law or the immediate harm to health, property, or the rights of you, of your Members, Hint Health, or any other person or entity.

7.5 Effect of Termination. Upon termination, all licenses and other rights granted to you under these the Agreement will immediately cease and you will no longer be permitted or authorized to access or use the Hint Health Service. For a period of thirty (30) days after the effective date of termination, Hint Health will

make available to use the User Data you provided to us upon written request, after which time (unless otherwise required by HIPAA or other Applicable Law) the User Data will no longer be accessible by you and, upon written request, will be destroyed or returned to you unless Hint Health is legally obligated to maintain such User Data. Sections 1.5, 1.6, 1.7, 1.9, 2.1, 2.2, 2.5, 3, and 5-8 of these Terms of Service will survive any termination or expiration of the Agreement.

8. Miscellaneous.

8.1 Governing Law. The Agreement is, and any dispute, claim or request for relief relating in any way to your use of the Services will be, governed by the laws of the State of California, consistent with the federal arbitration act, without regard to principles of conflicts of law.

8.2 Exclusive Venue. In the event of any controversy or claim arising out of or relating to the Agreement, or any breach thereof, such controversy or claim shall be determined and settled by confidential arbitration, conducted in English, held in San Francisco County, California, administered by the American Arbitration Association (“AAA”) before a sole arbitrator in accordance with the then-current AAA Commercial Arbitration Rules. The award rendered by the arbitrator shall be final and binding on the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief.

8.3 Assignment. You may not assign or otherwise transfer these Terms of Service or any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without prior written consent of Hint Health. Hint Health may freely assign or otherwise transfer the Agreement, in whole or in part, and subcontract or otherwise delegate any of its obligations hereunder.

8.4 Severability. If any provision of these Terms of Service are held invalid or unenforceable under Applicable Law by a court of competent jurisdiction, the remaining provisions of these Terms of Service will remain in full force and effect.

8.5 No Waiver. The failure of Hint Health to enforce any provision right or remedy in this Agreement shall not constitute a waiver of such provision, right or remedy.

8.6 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

8.7 Electronic Notices. Hint Health may provide notices to you with respect to this Agreement or the Hint Health Service by posting such notices to your Hint Health Service account or by sending them to the e-mail address or other contact address you provide upon sign-up, registration or setting up your Account. Any such notices shall be deemed properly and timely given to you hereunder. You consent to the use of (a) electronic means to complete this Agreement and to provide you with any notices given pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the Hint Health Service and the Site.

8.8 Release. You hereby release Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services, including but not limited to, any interactions with or conduct of other users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not

extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services provided hereunder.

8.9 Force Majeure. Hint Health shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

8.10 Export Control. You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Hint Health are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Hint Health’s products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

8.11 Entire Agreement. These Terms of Service (together with any applicable Order Form, BAA and MSA) constitute the agreement between you and Hint Health with respect to the subject matter hereof and governs your use of the Services. These Terms of Service supersede any prior and contemporaneous understandings or arrangements between you and Hint Health with respect to such subject matter. Notwithstanding the foregoing, for any processing of credit card transactions and other payments made through the Services that use Stripe as payment processor, the sections for Third Party Payment Processor and Fees and Payments from any previous Terms of Service agreement with Hint shall govern.