

PLEASE READ THE FOLLOWING VERIFIABLE HEALTH RECORDS APIS ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. IF YOU DO NOT OR CANNOT ACCEPT THIS VERIFIABLE HEALTH RECORDS APIS ADDENDUM, YOU ARE NOT PERMITTED TO USE THE APPLE SOFTWARE OR SERVICES. IF YOU ARE ACCESSING THIS ADDENDUM ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE “AGREE” BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS ADDENDUM, CLICK “DISAGREE”.

## Verifiable Health Records APIs Addendum

(to the Apple Developer Program License Agreement)

This Verifiable Health Records APIs Addendum (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement (“**Developer Agreement**”). To enter into this Addendum and use the VHR APIs, You must have a Developer Agreement in effect with Apple. Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement.

### 1. Definitions

“**Apple Materials**” means the Documentation, Entitlement Profile, and other materials provided by Apple to You.

“**Entitlement Profile(s)**” means the entitlement profile(s), that may be made available to You by Apple under this Addendum that enables Your VHR App to access the VHR APIs and VHR Data.

“**VHR App(s)**” means Your Application that has been granted an Entitlement Profile to use the VHR APIs.

“**VHR APIs**” means the restricted Application Programming Interfaces (APIs) contained in the Apple Software that enable access to VHR Data.

“**VHR Data**” means the verifiable clinical data (e.g., laboratory test results and/or vaccination status for COVID-19) as conveyed by a third party that are collected through the use of the VHR APIs.

“**VHR Program Requirements**” mean the technical, human interface, design, product category, security, performance, and other requirements specified by Apple, including but not limited to the current set of requirements set forth in **Section 3** of this Addendum, as they may be modified from time to time by Apple.

### 2. Entitlement Profile; License and Restrictions

**2.1** You understand that You will need to request an Entitlement Profile on the Apple Developer Program web portal prior to any use of the VHR APIs. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the VHR APIs. Apple will review Your request and reserves the right to not provide You with the Entitlement Profile in its sole discretion, in which case You will not be able to use the VHR APIs. Apple will not be liable to You for declining Your request to use the VHR APIs (or any data fields contained therein) or for not providing You with an Entitlement Profile even if You have agreed to this Addendum.

**2.2** You acknowledge and agree You will not access, or attempt to access, the VHR APIs unless You have received an Entitlement Profile from Apple. Apple reserves the right to not provide You with the Entitlement Profile, and to revoke such Entitlement Profile, or remove Your

access to any data fields contained therein, at any time, in its sole discretion.

If You receive an Entitlement Profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

- (a) Distribute the Entitlement Profile to Your Authorized Developers for testing and developing Your VHR App;
- (b) Use the Entitlement Profile with Your VHR App solely on Authorized Devices, Registered Devices, and for submission to the App Store pursuant to Section 6 (**Application Submission and Selection**) of the Developer Agreement.

**2.3** You agree to use the VHR APIs only in connection with VHR Apps developed by You and only as expressly permitted herein and in the Documentation. You agree not to use or attempt to use the Entitlement Profile in or with any other developers' applications. For clarity, You may not use the Entitlement Profile with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement). You are permitted to use the Entitlement Profile only in connection with Your VHR App developed or distributed under this Addendum and only with Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** of the Developer Agreement, You will not provide the Entitlement Profile to any third party.

### **3. Verifiable Health Records Program Requirements**

You must meet the following VHR Program Requirements, as well as the Program Requirements contained in **Section 3.3 (Program Requirements)** of the Developer Agreement, including but not limited to **Section 3.3.28 (Regulatory Compliance)**, and the App Store Review Guidelines, including but not limited to **Sections 5.1.1 (Data Collection and Storage)** and **5.1.3 (Health and Health Research)** as they all may be modified by Apple from time to time.

**3.1** Your VHR App must (a) be designed to use VHR Data obtained through the VHR API to facilitate physical or real-world interactions and (b) only request sharing such data if it is a factor specifically used to determine eligibility or to enable participation (e.g., validating the user's health status prior to engaging in certain activities such as attending a large-scale venue, returning to campus/office, entering a country, etc.) and this usage must be clearly evident in the marketing text, end-user consent, and user interface. Notwithstanding anything to the contrary in **Section 3.3.9 (User Interface, Data Collection, Local Laws and Privacy)** to the Developer Agreement, You and Your VHR App may not use the VHR APIs, or any VHR Data, for any purpose other than facilitating such interactions (e.g., not for serving advertising, selling data to information resellers).

**3.2** VHR Data may be used only for the purpose for which You have applied to use the VHR APIs and only for the VHR App approved as part of Your application. Your use of the VHR API must be solely for your own use. You may not use VHR Data for the benefit of any third parties or share, sell, transfer, or disclose VHR Data to any third parties (including any subsidiaries or affiliates); however, You may share, transfer or disclose VHR Data (a) to a Service Provider who is acting on Your behalf and in accordance with **Section 2.9 (Third-Party Service Providers)** of the Developer Agreement, (b) in the form of an attestation based on the VHR Data to a third-party pursuant to a clear and conspicuous consent from the end-user prior to disclosing the attestation to the third-party, provided that the third-party's use of the attestation must be in compliance with the program requirements set forth in Sections 3.1 and 3.4 herein and **Section 5.1.3 (Health and Health Research)**, or (c) as required by law. You agree to maintain such VHR Data in accordance with applicable data privacy, data protection, data security, consumer protection, health and medical laws, regulations, accords, treaties and the like.

**3.3** Your VHR App must (a) obtain consent from an end-user before collecting and processing VHR Data using the provided consent framework and (b) clearly disclose to end-users

how it will use and disclose VHR Data and to use and disclose it only as consented to by the end-user and as set forth herein.

**3.4** VHR Data shall be retained for the minimum period necessary to fulfill the intended purpose, and You agree to delete all VHR Data that is personally identifiable for an end-user upon the end-user's request.

**3.5** Apple reserves the right to revoke Your Entitlement Profile at any time in its sole discretion, even if Your use of the VHR APIs meets the Documentation, Program Requirements, and terms of this Addendum.

## **4. Submission to Apple for App Store Distribution**

**4.1** By submitting Your VHR App for distribution, You represent and warrant that Your VHR App complies with the VHR Program Requirements in **Section 3** of this Addendum, as well as with the Developer Agreement, the Program Requirements, and the App Store Review Guidelines then in effect. You are solely responsible for developing an VHR App that complies with applicable laws and regulations. You acknowledge and agree that You are, in Your capacity as the legal entity responsible for any user data processed in connection with the use of Your VHR App, solely responsible for complying with applicable data protection and privacy laws and regulations.

**4.2** Nothing herein shall imply that Apple will accept Your VHR App for distribution on the App Store, and You acknowledge and agree that Apple may, in its sole discretion, reject or cease distributing Your VHR App for any reason, even if Your VHR App is in compliance with the terms and conditions of this Addendum and the Developer Agreement. For clarity, once Your VHR App has been selected for distribution via the App Store, it will be considered a "Licensed Application" under the Developer Agreement.

**4.3** Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation, lost business opportunities or lost profits) or other liabilities You may incur as a result of Your VHR App development or use of any Apple Materials, including without limitation the fact that Your VHR App may not be selected for distribution via the App Store.

## **5. Security Procedures; Verification**

**5.1** You acknowledge and agree that the VHR APIs provide access to VHR Data that must be adequately protected. You agree to implement and maintain all appropriate legal, organizational and technical measures to ensure the VHR Data is kept securely and to protect the VHR Data from (but not limited to) accidental or unlawful destruction, loss, alteration, disclosure or similar processing or use. You will ensure that VHR Data is (i) encrypted in transit when transferred off the end-user's device, and (ii) stored in a system with access controls and encryption at rest. You agree that the server connections between Your VHR App and Your systems must comply with the Documentation, e.g. transfer of end-user data must be compliant with App Transport Security. As part of maintaining security, You must not prohibit users of Your VHR App from updating the Apple Software by installing software updates for their devices. You agree to work with Apple to maintain the security of Your VHR App and to promptly fix any vulnerability that may be identified by Apple (e.g., You may not use any deprecated APIs).

**5.2** Notwithstanding any provision to the contrary, You agree to cooperate, assist, and comply with all reasonable requests made by Apple regarding You and Your VHR App's compliance with this Addendum and the associated Documentation, including but not limited to this Section 5.

## **6. Your Acknowledgements**

You acknowledge and agree that:

**6.1** Apple may at any time, and from time to time, with or without prior notice to You, modify, VHR APIs Addendum

remove, or reissue the VHR APIs (or any part thereof) or the Apple Materials. You understand that any such modifications may require You to change or update Your VHR App at Your own cost and that features and functionality of such App may cease to function. Apple has no express or implied obligation to provide, or continue to provide, the VHR APIs or Apple Materials and may suspend or discontinue all or any portion of Your access to them at any time.

**6.2** Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, the VHR APIs, or any information obtained through the use of the VHR APIs, and Apple is not obligated to provide any maintenance, technical or other support for the Apple Materials or VHR APIs. You are fully responsible for testing Your VHR App and the use of the Entitlement Profiles with each new release of Apple's operating system software.

**6.3** You will not be permitted to access or use the VHR APIs or Apple Materials after expiration or termination of this Addendum or Your Developer Agreement. If You choose to stop using the VHR APIs or do not intend to renew the Term of your Developer Agreement, you must submit an update to your VHR App removing the use of the VHR APIs prior to the expiration of the Term. In addition, the restrictions on the use and disclosure of VHR Data shall survive all termination or expiration of this Addendum.

**6.4** The Apple Materials and the VHR APIs, and any information obtained through the use of the VHR APIs, are provided by Apple to You solely on an "AS IS" basis and any use of such Materials, APIs or information is provided on an "AS IS" basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS AND VHR APIS, AND ANY DATA OBTAINED THROUGH THE USE OF THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA), IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, VHR APIS, ANY DATA OBTAINED THROUGH THE USE OF THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA), OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR VHR APP, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS OR VHR APIS, OR ANY DATA OBTAINED THROUGH THE USE OF THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA), WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS OR VHR APIS, OR ANY DATA OBTAINED THROUGH THE USE OF THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA), WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS OR VHR APIS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS OR VHR APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR SERVICES.

## **7. Changes to this Addendum; Termination**

Apple may change the terms of this Addendum at any time. In order to continue using the Entitlement Profile, You must accept and agree to any new Program Requirements or Addendum terms. If You do not agree to the new Program, Requirements or Addendum terms, Your use of the Entitlement Profile may be suspended or revoked or the Addendum may be terminated by Apple. Apple may terminate this Addendum in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days' prior written notice to the other party. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: the restrictions of Section 1 (**Definitions**), the restrictions of Section 2 (**Entitlement Profile; Licenses and Restrictions**) and Section 3 (**Verifiable Health Records**)

**Program Requirements**), and Sections 5 (**Security Procedures; Verification**) through 10 (**Additional Indemnification Obligations**) of this Addendum will survive termination of this Addendum and/or the Developer Agreement as applicable. In the event of conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

## **8. Confidentiality**

You agree that any non-public information regarding the VHR APIs or Entitlement Profiles shall be considered and treated as “Apple Confidential Information” in accordance with the terms of **Section 9** (Confidentiality) of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than those of Your employees or contractors who have a need to know and who are bound by a written agreement that prohibited unauthorized use or disclose of the Apple Confidential Information.

## **9. Additional Liability Disclaimer**

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, THE VHR APIS, AND ANY DATA FROM THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA), ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR THE VHR APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, THE VHR APIS, OR ANY DATA FROM THE VHR APIS (INCLUDING BUT NOT LIMITED TO THE VHR DATA).

## **10. Additional Indemnification Obligations**

In addition to the Indemnification obligations contained in **Section 10** (Indemnification) of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to the VHR App or Your use of the VHR APIs, Apple Materials, or any data obtained from the VHR APIs (including but not limited to the VHR Data), including but not limited to any claims for improper use of the VHR APIs, any data obtained therefrom, or any end-user claims arising out of or related to the use of Your VHR App or use of any VHR Data.

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