PLEASE READ THE FOLLOWING EXPOSURE NOTIFICATION 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 EXPOSURE NOTIFICATION 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".

Exposure Notification APIs Addendum
(to the Apple Developer Program License Agreement)

This Exposure Notification 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 Exposure Notification 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.

"**Contact Tracing App**" means an Application that is designed for COVID-19 response efforts and that has been granted an Entitlement Profile to use the Exposure Notification APIs.

"**Entitlement Profile(s)**" means the entitlement profile(s) that may be made available to You by Apple under this Addendum and that enables access to the Exposure Notification APIs.

"**Exposure Notification APIs**" mean the restricted Application Programming Interfaces (APIs) contained in the Apple Software that use Bluetooth technology for the purpose of COVID-19 response efforts.

2.   Entitlement Request; License and Restrictions

2.1   In order to use the Exposure Notification APIs, You must be a government entity, such as a government health services organization, or a developer who has been endorsed and approved by a government entity to develop an Application on behalf of a government for COVID-19 response efforts. Entitlement Profile(s) are limited to one (1) Application per country unless the country has a regional approach, or as otherwise agreed by Apple. If You are a developer who has been endorsed or approved by a government entity, You agree to provide documentation to Apple evidencing the authorization and endorsement of the government entity upon Apple's request. Further, developers endorsed or approved by a government entity must have a written agreement with such government entity that obligates the government entity to abide by the terms of this Addendum and the Developer Agreement.

2.2   You understand that You will need to request an Entitlement Profile on the Apple Developer Program web portal prior to any use of the Exposure Notification APIs. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the Exposure Notification 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 Exposure Notification APIs. Apple will not be liable to You for declining Your request to use the Exposure Notification APIs even if You have agreed to this Addendum.

2.3   You acknowledge and agree that You will not access, or attempt to access, the Exposure

Notification 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, 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 Contact Tracing App; and

(b)   use the Entitlement Profile with Your Contact Tracing App solely on Authorized Test Devices, Registered Devices, and for submission to the App Store pursuant to Section 6 of the Developer Agreement.

2.4   You agree to use Your Entitlement Profile only in connection with a Contact Tracing App developed by You (and not for use with any other developers' applications) and only in accordance with the Documentation. Except as permitted in Section 2.9 of the Developer Agreement, You will not provide the Entitlement Profile to any third-party without Apple's prior written consent.

3.   Additional Program Requirements

Any Contact Tracing App must meet the following requirements in addition to the Program Requirements for Applications contained in Section 3.3 of the Developer Agreement, including Section 3.3.39 (HealthKit APIs) and Section 5.1.3 (Health and Health Research) of the App Review Guidelines, as they all may be modified by Apple from time to time:

3.1   A Contact Tracing App, and any data collected through the Contact Tracing App or through the use of the Exposure Notification APIs, may be used only for the purpose of COVID-19 response efforts and not for any other purpose (such as law enforcement, including as enforced quarantine). In addition:

-       A Contact Tracing App may not require a user to enter user data to receive notifications of exposure to COVID-19.

-       A Contact Tracing App may only collect the minimum amount of user data necessary for COVID-19 response efforts and only with user consent (e.g., registration data may be collected with consent).

-       Neither You nor Your Contact Tracing App may use or disclose data from the Exposure Notification APIs, or any other data entered by a user in a Contact Tracing App, for any purpose not related to COVID-19 response efforts, and any such use or disclosure must be with user consent (notwithstanding anything to the contrary in Section 3.3.9 of the Developer Agreement).

-       A Contact Tracing App must provide the user with the option to uninstall the Contact Tracing App and opt-out of receiving notifications at any time, unless otherwise prohibited by law.

-       If a Contact Tracing App determines that a user poses a risk of exposure to other individuals through use of data from the Exposure Notification APIs, the Contact Tracing App should send exposure notifications to affected users about potential exposure to COVID-19.

-       A Contact Tracing App should contain current public health information on COVID-19, as well as references to the sources for any clinical information or guidance that may be provided in such App.

3.2   Contact Tracing Apps must not collect or use the Advertising Identifier and must not include any advertising, product promotion, or marketing. A Contact Tracing App may use third-party analytics only in a manner that respects the limitation on the collection or transmission of the Advertising Identifier or any identifiable information about the user (e.g., name, date of birth, email address) and the user's location or devices, including any device, network, or other

information that could be used directly or combined with any other information to identify the user and the user's device.

3.3 A Contact Tracing App may not use location-based APIs, may not use Bluetooth functionality (excluding Bluetooth functionality included in the Exposure Notification APIs) and may not collect any device information to identify the precise location of users. In addition, Contact Tracing Apps are prohibited from using frameworks or APIs in the Apple Software that enable access to personally identifiable information (e.g., Photos, Contacts), unless otherwise agreed by Apple.

3.4 You and Your Contact Tracing App may not access or collect any keys or Rolling Proximity Identifiers derived from the Service, except for Diagnosis Keys with user consent. Such Diagnosis Keys may be retained for no longer than thirty (30) days after collection. Diagnosis Keys may only be linked with user data to the minimum extent and duration necessary to verify a positive case of COVID-19.

-   Neither You nor Your Contact Tracing App may derive, collect, use, or store any other keys through the use of the Exposure Notification APIs, and You agree that neither You nor Your Contact Tracing App will derive, collect, use, or store any Rolling Proximity Identifiers.

-   You and Your Contact Tracing App agree not to associate Diagnosis Keys from one individual or device with Diagnosis Keys from another individual or device or otherwise use the Exposure Notification APIs to link specific individuals who have been in close contact with an exposed user.

For purposes of this Section 3.4, the terms "keys", "Rolling Proximity Identifiers", and "Diagnosis Keys" have the meanings specified in the Documentation entitled "Exposure Notification - Cryptography Specification" and "Exposure Notification – Bluetooth Specification" available on apple.com/covid19/contacttracing.

3.5 You and Your Contact Tracing App may not combine, correlate, link, use or otherwise associate any user data collected in another App through the use of the Apple Software (e.g., location data accessed through the location-based APIs may not be combined with user data from a Contact Tracing App, even if You own or operate the corresponding App) with user data collected or otherwise obtained in Your Contact Tracing App, unless otherwise agreed by Apple and with user consent (e.g., for purposes of moving from an existing COVID-19 App to a Contact Tracing App).

3.6 You and Your Contact Tracing App may not use any data from the Exposure Notification APIs in a manner that would violate the legal rights of users (or any third parties) or otherwise be associated with systematic discrimination or marginalization, or provide a misleading, improper, or objectionable user experience or otherwise identify, or attempt or facilitate identification of, users who elect to not provide user data.

3.7 You will not share any user data with Apple that users of Your Contact Tracing App may provide in connection with their use of such App.

4. Submission to Apple for App Store Distribution

You agree to disclose to Apple in writing any use of the Exposure Notification APIs as part of the submission process for Your Contact Tracing App to the App Store. Further, Your Contact Tracing App must contain the applicable government entity and jurisdiction in the App name and description. By submitting Your Contact Tracing App to Apple for distribution on the App Store, You represent and warrant that Your Contact Tracing App complies with the requirements in Section 3 of this Addendum, as well as with the Developer Agreement, including the App Store Review Guidelines then in effect. You are solely responsible for developing a Contact Tracing 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 Contact Tracing App, solely responsible for complying with applicable data protection and privacy laws and regulations.

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

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 Contact Tracing App development or use of any Apple Materials, including without limitation the fact that Your Contact Tracing App may not be selected for distribution via the App Store.

5.   Changes to this Addendum; Termination

This Addendum shall apply to any future versions of the Developer Agreement into which You may enter. In addition, either party may terminate this Addendum upon thirty (30) days' prior written notice to the other party. The following provisions will survive the termination of this Addendum: Section 1, the restrictions of Section 2, the restrictions of Section 3, and Sections 5 through 8. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict. In addition, Section 9.4 of the Developer Agreement will not apply to this Addendum or to the terms of the Developer Agreement applicable to the development of a Contact Tracing App.

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, remove, or reissue the Exposure Notification APIs (or any part thereof) or the Apple Materials. You understand that any such modifications may require You to change or update the Contact Tracing 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 Exposure Notification APIs or the 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 Exposure Notification APIs, or any data from the Exposure Notification APIs, and Apple is not obligated to provide any maintenance, technical or other support for the Exposure Notification APIs or the Apple Materials. You are fully responsible for testing Your Contact Tracing App with each new release of Apple's operating system software.

6.3   You will not be permitted to access or use the Exposure Notification APIs or the Apple Materials after expiration or termination of Your Developer Agreement or this Addendum.

6.4   The Apple Materials, the Exposure Notification APIs, and any data from the Exposure Notification APIs are provided to You solely on an "AS IS" and "AS AVAILABLE" basis. USE OF THE APPLE MATERIALS, THE EXPOSURE NOTIFICATION APIS, AND ANY DATA FROM THE EXPOSURE NOTIFICATION APIS IS AT YOUR SOLE RISK AND 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, THE EXPOSURE NOTIFICATION APIS, AND ANY DATA FROM THE EXPOSURE NOTIFICATION APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH THE CONTACT TRACING APP, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, THE EXPOSURE NOTIFICATION APIS, OR ANY DATA FROM THE EXPOSURE NOTIFICATION APIS, WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS, THE EXPOSURE NOTIFICATION APIS, OR ANY DATA FROM THE EXPOSURE NOTIFICATION

APIS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES.

7.   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 EXPOSURE NOTIFICATION APIS, AND ANY DATA FROM THE EXPOSURE NOTIFICATION APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR THE EXPOSURE NOTIFICATION APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, THE EXPOSURE NOTIFICATION APIS, OR ANY DATA FROM THE EXPOSURE NOTIFICATION APIS.

8.   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 Contact Tracing App or Your use of the Apple Materials, Exposure Notification APIs, or any data obtained from the use of the Exposure Notification APIs, including but not limited to any claims for improper use of the Exposure Notification APIs or any data obtained therefrom, or any end-user claims arising out of or related to the use of the Contact Tracing App.

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