



## Software License Agreement

This SOFTWARE LICENSE AGREEMENT (this "**Agreement**") is made by and between HealthVerity, Inc., a Delaware corporation with its principal offices located at 1818 Market Street, Suite 700, Philadelphia, PA 19103 ("**HealthVerity**") and **VIRGIN ISLANDS DEPARTMENT OF HEALTH, IMMUNIZATION PROGRAM** ("**End User**") with its principal offices located at **1303 Hospital Ground, Suite 10; St. Thomas, USVI 00802** on this \_\_\_\_\_ of \_\_\_\_\_, 2024 (the "**Effective Date**"). End User wishes to have HealthVerity provide certain software accordance with this Agreement. In consideration for the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, HealthVerity and End User hereby agree as follows:

### 1. SOFTWARE

**1.1 License.** Subject to all terms and conditions of this Agreement, including compliance with this Agreement, HealthVerity grants End User a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth below under Section 8.2 (*Assignment*)) right during the Term to access, use and, as applicable, install and run HealthVerity's Census software, which may consist of (a) software provided by HealthVerity to End User for installation ("**Installed Software**") or (b) software that HealthVerity provides to End User on a subscription basis for remote electronic authorized use by End User ("**Subscription Software**", and, together with the Installed Software, "**Software**"), and the accompanying documentation, solely for End User's internal business purposes in accordance with this Agreement and any additional use restrictions, including any limitations on the number of authorized users identified by End User and approved by HealthVerity ("**Authorized Users**"). HealthVerity will use commercially reasonable efforts to make available any Subscription Software for authorized use by End User and Authorized Users, except for (i) scheduled downtime (of which HealthVerity shall give advance electronic notice); (ii) service downtime or degradation due to a Force Majeure Event (as defined in Section 7); or (iii) use of the Software other than in accordance with this Agreement.

**1.2 Restrictions.** End User shall not, nor shall permit others to (a) allow the Software to be accessed or made available over the Internet or other public network, or use the Software for or in connection with any other purpose; (b) publish, rent, sell, lease, license, sublicense, retransmit, or otherwise transfer or disclose the Software or any part thereof, nor shall End User reverse engineer, reverse assemble or otherwise attempt to discover the underlying Software source code; (iii) re-install, copy (other than one backup copy for archival purposes), modify or enhance the Software without the prior written consent of HealthVerity; (iv) use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any individual or entity, whether on a fee basis or otherwise; (v) refer to or otherwise use the Software, including the data markers or other output of the Software, as part of any effort either (a) to develop a program having any functional attributes, visual expressions or other features similar to those of the Software or (b) to compete with HealthVerity; or (vi) input, upload, transmit or otherwise provide to or through the Software (or any related systems, software, hardware, data, materials or services any information or materials that are unlawful or injurious or any virus, worm, malware or other malicious computer code designed to disrupt, disable or harm the HealthVerity Materials or the Software.

**2. PROPRIETARY RIGHTS.** End User acknowledges that the Software and all specifications, documentation, systems, information, data, documents, materials, designs, plans, works, content, devices, methods, processes,

hardware, software and other technologies that are provided or made available in connection with, or that otherwise comprise or relate to, the Software and all improvements, enhancements or modifications thereto or derivative works thereof (collectively, the "**HealthVerity Materials**"), are the sole property of HealthVerity or its licensors. As between HealthVerity and End User, ownership and title to the HealthVerity Materials and all intellectual property rights related to any of the foregoing shall remain with HealthVerity. The Software is made available for authorized use, not sold, to End User, and End User have no intellectual property rights therein, other than the limited rights expressly granted hereunder.

### 3. TERM AND TERMINATION

**3.1 Term and Termination.** This Agreement shall commence upon the Effective Date and continue for one (1) year ("**Term**"). The Term shall automatically renew for additional periods of the same duration as the initial Term unless either party provides written notice at least sixty (60) days prior to the expiration of the then-current Term of its election to terminate this Agreement. In addition to any other remedies either party may have, either party may terminate this Agreement upon thirty (30) days' prior written notice if the other party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured at the expiration of such period.

**3.2 Effect of Termination.** In the event of termination or expiration of the Term, (a) End User shall immediately cease use of any HealthVerity Materials and return or destroy (and certify such destruction of) all HealthVerity Confidential Information and all Installed Software, including removal of the Installed Software from all computerized data storage devices or components (including any hard-drive or database); and (b) all Authorized Users' access to the Software, including any portal, reporting or other functionality, will be disabled. All sections of this Agreement which by their nature should survive termination will survive termination, including accrued rights to ownership, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

### 4. CONFIDENTIALITY

**4.1 Confidential Information.** For purposes of this Agreement, the term "**Confidential Information**" means any information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient**"), regardless of format or medium, including the Disclosing Party's services, products, processes, operations, reports, analyses, technology, know-how, methodologies, trade secrets, research, concepts, ideas or any information derived from any of the foregoing; *provided* that such information is either (a) clearly designated as "Confidential" in writing (if communicated in writing) or at the time of disclosure (if disclosed orally or visually) or (b) of the nature and type that it should reasonably be regarded as confidential. HealthVerity's Confidential Information includes the HealthVerity Materials (including any benchmarking results or data). Confidential Information shall not include any information which (i) is or becomes available to the public

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Date: 05/08/2024



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other than as the consequence of a breach of this Agreement; (ii) is actually known to or in the possession of Recipient without any limitation on use or disclosure prior to receipt from the Disclosing Party; (iii) is rightfully received from a third party in possession of such information who is not under obligation to the Disclosing Party not to disclose the information; or (iv) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information.

### 4.2 Non-Disclosure of Confidential Information.

Recipient shall use the Confidential Information only in connection with the intent of this Agreement and not for any other purpose whatsoever. Recipient shall (i) hold in strict confidence and trust all Confidential Information, using the same degree of care that it uses to protect the confidentiality of its own confidential information of similar type, and in any event no less than a reasonable degree of care; and (ii) not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information to any third party without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence to the contrary, Recipient may disclose Confidential Information to its or its affiliates' employees, agents, contractors, legal counsel and accountants who need to know such information, only to the extent reasonably necessary, consistent with the obligations of the parties under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement. Recipient shall require any such persons who access Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such persons.

**4.3 Compelled Disclosure.** Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information pursuant to a court order, government order or any other legal requirement of disclosure if no suitable protective order or equivalent remedy is available; *provided* that, to the extent permitted, Recipient gives the Disclosing Party written notice of such court order, government order or legal requirement requiring disclosure immediately upon knowledge thereof and allows the Disclosing Party a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law.

## 5. WARRANTY AND DISCLAIMER

**5.1 HealthVerity Warranty.** HealthVerity warrants that the Software will perform in substantial accordance with HealthVerity's applicable specifications and documentation. To the fullest extent permitted under applicable law, any warranty under this Agreement shall be void, and HealthVerity shall have no responsibility or liability under this Agreement, in the event that performance of the Software has been affected by (a) operation in or connection to any unauthorized, incompatible or third party software, hardware, network, configuration, system, data or operating environment or (b) the performance of (or failure to perform by) third parties. HealthVerity's entire liability and End User's exclusive remedy with respect to any breach of the above warranty shall be, at HealthVerity's option in its sole discretion, either substantial correction of nonconformities in or replacement of materially nonconforming Software, at no charge to End User refund of fees paid by HHS for materially nonconforming Software.

**5.2 End User Warranty.** End User represents and warrants that End User shall at all times comply with all

applicable laws, rules and regulations with respect to use of the Software.

**5.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, HEALTHVERITY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. LIMITATIONS.** IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL HEALTHVERITY BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN ANY AMOUNT EXCEEDING THE AMOUNT PAID BY HHS TO HEALTHVERITY FOR THE SPECIFIC END USER DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE.

### 7. FORCE MAJEURE

End User acknowledges that HealthVerity may be interrupted, delayed, or prevented from completing performance of any or all of HealthVerity's obligations under this Agreement due to an occurrence outside of HealthVerity's reasonable control, including fire, flood, explosion, pandemic, natural disaster or act of God, war, riot, terrorist act, malicious attack, action or inaction of government, strike, labor dispute, materials shortage, shortage of adequate power, internet or telecommunications or conduct of third parties ("**Force Majeure Event**"). HealthVerity will use reasonable efforts to mitigate the effects of a Force Majeure Event, but shall not be liable or responsible to End User, or be deemed to have defaulted under or breached this Agreement, as a result of a Force Majeure Event.

## 8. MISCELLANEOUS

**8.1 Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws provisions thereof.

**8.2 Assignment.** This Agreement, and all rights and obligations under this Agreement, may not be assigned by either party without the prior written consent of the other party, provided that except that HealthVerity may assign this Agreement without consent in connection with any merger, consolidation, acquisition of all or substantially all of the assets of HealthVerity. Any attempted assignment in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**8.3 Entire Agreement; Amendment.** This Agreement is the complete and exclusive agreement between End User and HealthVerity concerning the subject matter of this Agreement and supersedes any and all prior or

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contemporaneous proposals, agreements, verbal or written, and may not be modified except in writing executed by HealthVerity and End User (or as otherwise expressly set forth in this Agreement). This Agreement shall take precedence over any additional or different terms and conditions End User may provide, including any Agreement of purchase, to which notice of objection is hereby given.

**8.4 Authority.** Each of End User and HealthVerity acknowledges that the execution, delivery and performance of this Agreement will not result in any breach of or default under any provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which it is a party or by which it is bound or which applies to its obligations hereunder.

**8.5 Compliance with Applicable Laws.** Each of End User and HealthVerity shall comply with any law or regulation applicable, in the case of HealthVerity, to the delivery or provision of the Software and, in the case of End User, to the receipt and use of the Software (including with respect to applicable taxation, privacy and importation/exportation laws). Any legal or regulatory compliance obligations shall remain End User's sole responsibility, and nothing herein is intended to shift such burden from End User to HealthVerity. For the avoidance of doubt, the Software is not intended to serve as a substitute for, or method of, compliance with any legal or compliance obligations to which End User may be subject.

**8.6 Notice.** All notices required under this Agreement shall be given and made in writing and shall be delivered to the respective addresses identified in this Agreement and deemed received (i) when received, if hand delivered; (ii) the day after it is sent, if delivered by an internationally-recognized common carrier's overnight delivery service providing proof of delivery; or (iii) the third (3<sup>rd</sup>) business day following deposit in the U.S. Mail, registered or certified mail, with prepaid postage thereon. Any notices sent to HealthVerity shall be sent to HealthVerity's headquarters' address indicated on HealthVerity's website ([www.healthverity.com](http://www.healthverity.com)) Attention: CEO, with a required hard copy to the same address to the attention of "HealthVerity Legal".

**8.7 General.** In making and performing this Agreement, the parties act and will act at all times as independent contractors and nothing contained in this Agreement will be construed or implied to create the relationship of principal-agent, partner, joint venturer, franchisor-franchisee or employer-employee between the parties. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or a party's right thereafter to enforce provisions in accordance with the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations of HealthVerity in favor of, or benefits to, or rights in, any third party. For purposes of this Agreement, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation". This Agreement may be executed in any number of counterparts, each of which is deemed to be an

original and all of which taken together constitutes one agreement.

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*[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date executed duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.


HEALTHVERITY, INC.

By:   
Name: Andrew Kress  
Title: Chief Executive Officer  
Date: 05/01/2024 | 11:43:35 AM EDT

GOVERNMENT OF THE U.S. VIRGIN ISLANDS

By:  5/10/2024  
Name: Justa E. Encarnacion, RN, BSN, MBA/HCM  
Title: Commissioner, Department of Health  
Date:

APPROVED / DISAPPROVED


  
Lisa M. Alejandro  
Commissioner, Department of Property and Procurement

1/8/2025  
Date

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