

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**") forms part of the General Terms and Conditions or any specific document agreed upon and signed by the parties ("**Principal Agreement**") between: (i) SOPHiA GENETICS S.A. and its subsidiaries SOPHiA GENETICS, Inc., SOPHiA GENETICS SAS, SOPHiA GENETICS, Ltd. and SOPHiA EIRELI, without limitation ("**SOPHiA GENETICS**"); and (ii) the Customer .

By agreeing to the Principal Agreement, Customer agrees to this Addendum. Indeed, in consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement with effect from the date of the Principal Agreement.

Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

Capitalized items used in this Addendum shall have the meanings described thereto in this Addendum. Capitalized items not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

1. Definitions

- 1.1 "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 "**Contracted Processor**" means SOPHiA GENETICS or a Subprocessor;
- 1.3 "**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Customer or a Customer Affiliate pursuant to or in connection with the Principal Agreement;
- 1.4 "**Data Protection Laws**" means GDPR or any laws applied in an EU Member State that supplements GDPR;
- 1.5 "**GDPR**" means EU General Data Protection Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- 1.6 "**Restricted Transfer**" means a transfer of Customer Personal Data from a Contracted Processor to another Contracted Processor, or between two establishments of a Contracted Processor, in each case where such transfer would be prohibited or restricted by Data Protection Laws;
- 1.7 "**Missions**" means the Services and any other activities to be supplied to or carried out by or on behalf of SOPHiA GENETICS for Customer or any Customer Affiliates pursuant to the Principal Agreement;

- 1.8 "Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to processors established in third of the European Parliament and of the Council of 5 February 2010, set out in Annex 2;
- 1.9 "Subprocessor" means any third party appointed by or on behalf of SOPHiA GENETICS to Process Personal Data on behalf of Customer or any Customer Affiliate in connection with the Principal Agreement; and
- 1.10 The terms, "Commission", "Controller", "Processor", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data in connection with the Missions

As part of the performance of the Missions defined in the Principal Agreement, SOPHiA GENETICS may process the Customer Personal Data. As such, the parties undertake to process the Customer Personal Data in accordance with the provisions of the Data Protection Laws.

In accordance with the Data Protection Laws, Customer or Customer Affiliate acts as the Controller of Customer Personal Data Processing and SOPHiA GENETICS acts exclusively on behalf of Customer or Customer Affiliate as the Processor.

2.1 SOPHiA GENETICS' obligations

SOPHiA GENETICS shall:

- 2.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
- 2.1.2 Process Customer Personal Data only on the relevant Customer or Customer Affiliate's documented instructions, unless Processing is required by Data Protection Laws to which the relevant Contracted Processor is subject.

2.2 Customer and Customer Affiliate's obligations

Customer and each Customer Affiliate:

- 2.2.1 warrant and represent that they shall comply with the Data Protection Laws and their resulting obligations; and
- 2.2.2 instruct SOPHiA GENETICS (and authorises SOPHiA GENETICS to instruct each Subprocessor) to:
- 2.2.2.1 Process Customer Personal Data; and
- 2.2.2.2 in particular, transfer Customer Personal Data to any country or territory,
- as reasonably necessary for the provision of the Missions and consistent with the Principal Agreement and in accordance with this Addendum; and
- 2.2.3 shall at all times remain fully and solely liable for the accuracy, completeness, adequacy and quality of the Customer Personal Data and their compliance to any applicable laws and regulations; and

2.2.4 warrant and represent that they are and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.2 on behalf of each relevant Customer Affiliate;

in particular, Customer and each Customer Affiliate warrant and represent that they shall inform the Data Subjects about the Customer Personal Data Processing for the provision of the Missions and consistent with the Principal Agreement and in accordance with this Addendum and about their rights; and

2.2.5 guarantee SOPHiA GENETICS against any demands, actions or claim emanating from a Data Subject whose Personal Data would be processed as part of the performance of the Missions and consistent with the Principal Agreement and in accordance with this Addendum.

2.3 Information regarding the Processing

Annex 1 to this Addendum sets out certain information regarding the SOPHiA GENETICS' Processing of the Customer Personal Data as required by article 28(3) of the GDPR. Each party shall inform the other party of necessary amendments to Annex 1 by written notice from time to time. The parties shall negotiate in good faith the required amendments to Annex 1 consequently.

3. SOPHiA GENETICS personnel

SOPHiA GENETICS ensures that persons authorized to process the Customer Personal Data have committed themselves to confidentiality undertakings or are under an appropriate statutory obligation of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, SOPHiA GENETICS shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, SOPHiA GENETICS shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Customer and each Customer Affiliate authorises SOPHiA GENETICS to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5.

5.2 SOPHiA GENETICS may continue to use those Subprocessors already appointed by SOPHiA GENETICS as at the date of this Addendum, subject to SOPHiA GENETICS in each case as soon as practicable meeting the obligations set out in section 5.4. The list of the aforementioned Subprocessors already appointed is set forth in Annex 1.

5.3 SOPHiA GENETICS shall give Customer or any Customer Affiliate prior written notice of the appointment of any new Subprocessor, including details of the Processing to be undertaken by the Subprocessor. If, within five (5) days of receipt of that notice, Customer or any Customer Affiliate notifies SOPHiA GENETICS in writing of any objections (on reasonable grounds) to the proposed appointment: SOPHiA GENETICS shall not

appoint (or disclose any Customer Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by Customer or any Customer Affiliate has been provided with a reasonable written explanation of the steps taken.

5.4 With respect to each Subprocessor, SOPHiA GENETICS shall:

5.4.1 ensure that the arrangement between on the one hand (a) SOPHiA GENETICS, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum;

5.4.2 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) SOPHiA GENETICS, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Customer Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with Customer or the relevant Customer Affiliate(s) (and Customer shall procure that each Customer Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution).

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, SOPHiA GENETICS shall assist Customer or each Customer Affiliate by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer or the Customer Affiliates' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws. Such measures shall include encryption of data, restricted access to the data to only those who have a need to know and are under confidentiality obligations, segregation of administrative data and pseudonimization of genetic and radiomic imagery data. Customer recognizes that it is satisfied with such measures.

6.2 SOPHiA GENETICS shall:

6.2.1 promptly notify Customer or any Customer Affiliate if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

6.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Data Protection Laws to which the Contracted Processor is subject, in which case SOPHiA GENETICS shall to the extent permitted by Data Protection Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

6.3 In any event, Customer or the relevant Customer Affiliate, as the Controller of the Processing, shall be solely liable for its fulfillment of its obligations concerning the rights of Data Subject.

7. Personal Data Breach

7.1 SOPHiA GENETICS shall notify Customer or each Customer Affiliate without undue delay upon SOPHiA GENETICS or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer or each Customer Affiliate with

sufficient information to allow Customer or each Customer Affiliate to meet any obligations to report or inform Data Subjects or the Supervisory Authority competent of the Personal Data Breach under the Data Protection Laws.

- 7.2 SOPHiA GENETICS shall assist Customer and each Customer Affiliate taking into account the nature of Processing and the information available to SOPHiA GENETICS in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

SOPHiA GENETICS shall assist Customer or each Customer Affiliate with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer or each Customer Affiliate reasonably consider to be required by article 35 or 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to SOPHiA GENETICS.

9. Deletion or return of Customer Personal Data

- 9.1 Subject to section 9.2, Customer may in its absolute discretion by written notice to SOPHiA GENETICS within thirty (30) days of the date of cessation of the Principal Agreement (“Cessation Date”) require SOPHiA GENETICS to (a) return a complete copy of all Customer Personal Data to Customer by secure file transfer in such format as is reasonably notified by Customer to SOPHiA GENETICS; and/or (b) delete and procure the deletion of all other copies of Customer Personal Data Processed by any Contracted Processor. SOPHiA GENETICS shall comply with any such written request within one hundred and twenty (120) days of the Cessation Date.

- 9.2 Each Contracted Processor may retain Customer Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that SOPHiA GENETICS shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Data Protection Laws requiring its storage and for no other purpose.

10. Audit rights

- 10.1 Subject to sections 10.2 to 10.3, SOPHiA GENETICS shall make available to Customer and each Customer Affiliate on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Customer or any Customer Affiliate or an auditor mandated by Customer or any Customer Affiliate in relation to the Processing of the Customer Personal Data by the Contracted Processors.

- 10.2 Information and audit rights of the Customer Affiliates only arise under section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

- 10.3 Customer or the relevant Customer Affiliate undertaking an audit shall give SOPHiA GENETICS reasonable notice of any audit or inspection to be conducted under section 10.1, shall ensure that each of its mandated auditors shall have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:

- 10.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
- 10.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiliate undertaking an audit has given notice to SOPHiA GENETICS that this is the case before attendance outside those hours begins; or
- 10.3.3 for the purposes of more than one (1) audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:
 - Customer or a Customer Affiliate is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where Customer or the relevant Customer Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to SOPHiA GENETICS of the audit or inspection.

11. Restricted Transfers

- 11.1 In specific cases, Customer or each Customer Affiliate (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in view of any Restricted Transfer.
- 11.2 The Standard Contractual Clauses shall come into effect under section 11.1 on the later of:
 - 11.2.1 the data exporter becoming a party to them;
 - 11.2.2 the data importer becoming a party to them; and
 - 11.2.3 commencement of the relevant Restricted Transfer.
- 11.3 SOPHiA GENETICS warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a SOPHiA GENETICS Affiliate, SOPHiA GENETICS enters into the Standard Contractual Clauses.

12. General Terms

Governing law and jurisdiction

- 12.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:
 - 12.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
 - 12.1.2 this Addendum and all non-contractual or other obligations arising out of or

in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

Order of precedence

- 12.2 In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 12.3 Subject to sections 12.2, in the event of any conflict or inconsistency between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

- 12.4 Customer may:
- 12.4.1 apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and
- 12.4.2 propose any other variations to this Addendum which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.
- 12.5 If Customer gives notice under section 12.4.1, Customer shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by SOPHiA GENETICS to protect the Contracted Processors against additional risks associated with the variations made under section 12.4.1.
- 12.6 If Customer gives notice under section 12.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.
- 12.7 Neither Customer nor SOPHiA GENETICS shall require the consent or approval of any Customer Affiliate or SOPHiA GENETICS Affiliate to amend this Addendum pursuant to this section 12.5 or otherwise.

Severance

- 12.8 Any provision of this Addendum prohibited by, or unlawful or unenforceable under any applicable law, enforced by any court of competent jurisdiction shall, to the extent required by such law, severed from this Addendum and rendered ineffective in so far as is possible without modifying the remaining provisions. . The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. The invalidity in whole or in part of any provisions of this Addendum shall not void or affect the validity of any other provision herein. In the event of cancellation, the parties shall endeavor in any event to renegotiate a provision that is economically equivalent.

13. Processing of Customer Personal Data for which SOPHiA GENETICS is acting as the Controller

- 13.1 For the purposes of the Principal Agreement and the contractual relationship between SOPHiA GENETICS, on the one hand, and Customer or any Customer Affiliates, on the other hand, SOPHiA GENETICS will process (i) Customer Data, including but not limited to Customer Personal Data, and (ii) Personal Data of any member of the personnel of Customer or any Customer Affiliates (contact details: name, address, email address and phone number).
- 13.2 The aforementioned Personal Data are necessary for the performance of the Principal Agreement. Consequently, when such Personal Data is communicated by Customer or any Customer Affiliates to SOPHiA GENETICS, Customer or any Customer Affiliates represents and warrants that (i) it has obtained and will maintain all necessary rights and authorization for such communication and processing by SOPHiA GENETICS in accordance with the Principal Agreement and (ii) such Personal Data are adequate, relevant, limited to the purposes of this Personal Data Processing, accurate and up-to-date. In particular, Customer or any Customer Affiliates represents and warrants that they shall comply with the Data Protection Laws and its resulting obligations and notably they shall inform the data subjects about the Personal Data Processing for the performance of the Principal Agreement and about their rights.
- 13.3 The access of the aforementioned Personal Data is limited to duly authorized members of the personnel of SOPHiA GENETICS and Subprocessors.
- 13.4 SOPHiA GENETICS shall not transfer such Personal Data to countries outside the European Union without adequate level of protection without Customer or any Customer Affiliates' prior written consent. In the event of a Restricted Transfer, SOPHiA GENETICS undertakes to sign with the recipient a data transfer contract including the Standard Contractual Clauses.

The aforementioned Personal Data will not be transferred to third parties for advertising and promotional purposes without the concerned Data Subjects' prior consent.

- 13.5 The aforementioned Personal Data will be processed by SOPHiA GENETICS to:
- execute the Missions and the Principal Agreement, with regard to processing operations intended to carry out operations relating to the follow-up of the contractual relationship (contract, services, invoices, accounting),
 - respect the legitimate interest pursued by SOPHiA GENETICS, with regard to processing operations for the purpose of improving and/or developing products and/or services, or compiling statistics, or conducting scientific and/or medical research, or selecting suppliers or promoting SOPHiA GENETICS' products and services;
 - comply with legal obligations applicable to SOPHiA GENETICS, with regard to processing for invoicing and accounting purposes or the management of requests for the exercise of rights of access, rectification, limitation, restriction, opposition, erasure and portability of the Customer Personal Data of the data subject.
- 13.6 The aforementioned Personal Data is subject to processing and is kept by SOPHiA GENETICS in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the aforementioned Personal Data are processed. In this respect, such Personal Data shall be kept for the duration of the Principal Agreement, without prejudice to any retention obligations or limitation periods.
- 13.7 The data subjects have a permanent right of access, rectification, limitation, restriction, opposition, erasure and portability to all their Personal Data, in accordance with the

Data Protection Laws. They also have a right to lodge a complaint with a Supervisory Authority, if they consider that any processing of their Personal Data infringes the requirements of Data Protection Laws. They may at any time make a request to SOPHiA GENETICS by sending an e-mail to the following address: privacy@sophiagenetics.com. For reasons of security and proof and to avoid any fraudulent request, this request must be accompanied by identity document.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA IN CONNECTION WITH THE MISSIONS

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

The subject, nature and purpose of the Processing of Customer Personal Data

The subject matter, the nature and purpose of the Processing of Customer Personal Data depend of the types of Customer Personal Data:

- **Biological samples:**
What is it?
Biological samples refer to the biological samples (containing either DNA, saliva, blood or biological human products) sent by Customer for an analysis.
Is it Personal Data?
Biological samples contain Personal Data (and in specific cases, Sensitive Data).
How we use it?
Biological samples are only processed for the performance of Services. Biological samples shall be sequenced using next-generation sequencing equipment by the Data importer. Biological samples shall be stored in accordance with applicable laws.
How long we store it?
Biological samples shall be kept for the longest of (i) the length of time required to perform the services or (ii) the length of time required under applicable law. Upon expiration of the retention period, SOPHiA GENETICS shall proceed to securely permanently destroy the samples, in accordance with applicable laboratory standards.
Are they shared?
SOPHiA does not share any Personal Data relating to individuals, including biological samples, absent the data subject's consent.
- **Clinical data:**
What is it?
Clinical data can be added at the discretion of the user in the SOPHiA DDM® platform and may contain medical data, date of birth, gender, family history, etc.
Is it Personal Data?
Clinical data contain Personal Data (and in specific cases, Sensitive Data) only if they allow for the identification of an individual.
How we use it?
The data is encrypted and stored in distinct servers. The clinical data is used to display results to the user on the SOPHiA DDM® platform. The data may be aggregated in an anonymized way.
Is the clinical data shared?
SOPHiA does not share any Personal Data relating to individuals, including clinical data, absent the data subject's consent.
- **Reports:**
What is it?
Reports are generated by users of the SOPHiA DDM® platform and include data selected by the user (such as variants, clinical data and therapy recommendations indicated by the user).
Is it Personal Data?
The reports contain Personal Data that has been provided by the user prior to generating the report.
How we use it?

The files are encrypted and stored for the purpose of displaying them to the user of the account.

Are the reports shared?

Reports are not shared with third parties. Customer is responsible if it decides to share the downloaded report with third parties.

- Customer Comments:

What is it?

Customer comments refers to any comment given by the user of the SOPHiA DDM® platform for any analysis.

Is it Personal Data?

Customer comments contain the personal data that has been provided by the user. Thus, the report may contain pathology, clinical history, etc. Such information is input at the discretion of the user.

How we use it?

Customer comments are used to improve the SOPHiA AI. It may be accessed for the purpose of improving SOPHiA GENETICS' products and services, as well as for research purposes or case study.

Is the Customer comments shared?

SOPHiA does not share any Personal Data relating to individuals, including Customer comments, absent the data subject's consent.

The subject, nature and purpose of the Processing of other Customer Data

- Imaging data:

What is it?

Imaging data refer to the data generated by Customer or Customer Affiliate which is uploaded on the Radiomics platform for the purpose of being analyzed.

Is it Personal Data?

Imaging data do not contain Personal Data.

- FASTQ Files:

What is it?

This is the file generated as the output of a sample being analyzed in an NGS sequencer.

Is it Personal Data?

FASTQ Files do not contain Personal Data.

How we use it?

The files are encrypted, analyzed to produce an analysis report, anonymized and stored. SOPHiA GENETICS may use the files to improve its products and services.

- Flagging:

What is it?

There are two types of flagging: Flagging generated by the SOPHiA AI attributing a pathogenicity score to a given variant or mutation and flagging suggested by the user on the SOPHiA DDM® platform, at its discretion.

Is it Personal Data?

Flagging does not contain Personal Data.

How we use it?

SOPHiA flaggings are used to improve the quality of the services given by SOPHiA GENETICS. They are stored and displayed for the user of the platform. User flagging is also used to improve the quality of the services.

The categories of Data Subject to whom the Customer Personal Data relates

Customer or Customer Affiliates' Patients

The duration of the Processing of Customer Personal Data

The Customer Personal Data is subject to processing and is kept by SOPHiA GENETICS in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Customer Personal Data are processed. In this respect, the Customer Personal Data shall be kept for five years or for the duration of the Principal Agreement whichever is longer, unless otherwise agreed with Customer, and without prejudice to any retention obligations or limitation periods.

The obligations and rights of Customer and Customer Affiliates

The obligations and rights of Customer and Customer Affiliates are set out in the Principal Agreement and this Addendum.

The identity of the Customer's Data Protection Officer

Cecile Louwers, Senior Legal Counsel and Data Protection Officer

SOPHiA GENETICS, Rue du Centre 172, 1025 St-Sulpice, Switzerland

privacy@sophiagenetics.com

The list of Subprocessors already appointed at the date of this Addendum

- Microsoft Azure
- Amazon Web Services (AWS)
- NetSuccess

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

If these Clauses are not governed by the law of a Member State, the terms "Member State" and "State" are replaced, throughout, by the word "jurisdiction".

For the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation: SOPHiA GENETICS SA

Address: Rue du Centre 172 - 1025 Saint Sulpice - Switzerland

Tel.: +41 21 694 10 60

E-mail: privacy@sophiagenetics.com

(the data exporter)

And

Name of the data importing organisation:

Address:

Tel.:

E-mail:

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter's customer has entered into a data processing addendum ("DPA") with the data exporter. Pursuant to the terms of the DPA, it is contemplated that services provided by the data exporter will involve the transfer of personal data to the data importer. The data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **GDPR**) and applicable data protection law, the data exporter's customer agrees to the provision of such services, including the processing of personal data thereto, subject to the data exporter's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in GDPR;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of GDPR;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised

disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of GDPR;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the

- transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
 - (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 - (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
 - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
 - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
 - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
 - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
 - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for

the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third- party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal

obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name: ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature
--	------------------

Name: ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature
--	------------------

On behalf of the data importer:

Name: ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature
--	------------------

Name: ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature
--	------------------

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter provides fully integrated certified ISO 13485 & 27001 services and products to support the bioinformatics analysis, quality assurance, visualisation and banking of patient DNA sequence data.

Data importer

The data importer is **(TO BE COMPLETED)**

Data subjects

The personal data transferred concern the following categories of data subjects: Patients

Categories of personal data & processing operations

The subject matter, the nature and purpose of the Processing of Customer Personal Data depend of the types of Customer Personal Data:

- **Biological samples:**
What is it?
Biological samples refer to the biological samples (containing either DNA, saliva, blood or biological human products) sent by Customer for an analysis.
Is it Personal Data?
Biological samples contain Personal Data (and in specific cases, Sensitive Data).
How we use it?
Biological samples are only processed for the performance of Services. Biological samples shall be sequenced using next-generation sequencing equipment by the Data importer. Biological samples shall be stored in accordance with applicable laws.
How long we store it?
Biological samples shall be kept for the longest of (i) the length of time required to perform the services or (ii) the length of time required under applicable law. Upon expiration of the retention period, SOPHiA GENETICS shall proceed to securely permanently destroy the samples, in accordance with applicable laboratory standards.
Are they shared?
SOPHiA does not share any Personal Data relating to individuals, including biological samples, absent the data subject's consent.
- **Clinical data:**
What is it?
Clinical data can be added at the discretion of the user in the SOPHiA DDM® platform and may contain medical data, date of birth, gender, family history, etc.
Is it Personal Data?
Clinical data contain Personal Data (and in specific cases, Sensitive Data) only if they allow for the identification of an individual.
How we use it?
The data is encrypted and stored in distinct servers. The clinical data is used to display results to the user on the SOPHiA DDM® platform. The data may be aggregated in an anonymized way.
Is the clinical data shared?
SOPHiA does not share any Personal Data relating to individuals, including clinical data, absent the data subject's consent.
- **Reports:**
What is it?

Reports are generated by users of the SOPHiA DDM® platform and include data selected by the user (such as variants, clinical data and therapy recommendations indicated by the user).

Is it Personal Data?

The reports contain Personal Data that has been provided by the user prior to generating the report.

How we use it?

The files are encrypted and stored for the purpose of displaying them to the user of the account.

Are the reports shared?

Reports are not shared with third parties. Customer is responsible if it decides to share the downloaded report with third parties.

- **Customer Comments:**

What is it?

Customer comments refers to any comment given by the user of the SOPHiA DDM® platform for any analysis.

Is it Personal Data?

Customer comments contain the personal data that has been provided by the user. Thus, the report may contain pathology, clinical history, etc. Such information is input at the discretion of the user.

How we use it?

Customer comments are used to improve the SOPHiA AI. It may be accessed for the purpose of improving SOPHiA GENETICS' products and services, as well as for research purposes or case study.

Is the Customer comments shared?

SOPHiA does not share any Personal Data relating to individuals, including Customer comments, absent the data subject's consent.

Other categories of data & processing operations

The nature and purpose of the processing of other data depend of the following categories of data:

- **Imaging data:**

What is it?

Imaging data refer to the data generated by Customer or Customer Affiliate which is uploaded on the Radiomics platform for the purpose of being analyzed.

Is it Personal Data?

Imaging data do not contain Personal Data.

- **FASTQ Files:**

What is it?

This is the file generated as the output of a sample being analyzed in an NGS sequencer.

Is it Personal Data?

FASTQ Files do not contain Personal Data.

How we use it?

The files are encrypted, analyzed to produce an analysis report, anonymized and stored. SOPHiA GENETICS may use the files to improve its products and services.

- **Flagging:**

What is it?

There are two types of flagging: Flagging generated by the SOPHiA AI attributing a pathogenicity score to a given variant or mutation and flagging suggested by the user

on the SOPHiA DDM® platform, at its discretion.

Is it Personal Data?

Flagging does not contain Personal Data.

How we use it?

SOPHiA flaggings are used to improve the quality of the services given by SOPHiA GENETICS. They are stored and displayed for the user of the platform. User flagging is also used to improve the quality of the services.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

DESCRIPTION OF THE TECHNICAL AND ORGANISATIONAL SECURITY MEASURES IMPLEMENTED

- Dissociation of metadata from the radiomic imagery uploaded on the software;
- Limitation of the data communicated to SOPHiA GENETICS to the extent required by the services;
- Encryption of data;
- Restriction of access to the data;
- ISO27001 certification;
- Confidentiality undertaking of all representatives who access the data;
- Segregation of the data;
- Physical access controls;
- Password policies, clean desk policies, etc.;
- Login information regulated with password and token;
- Information security procedures may be provided upon request and are integrated as part of SOPHiA GENETICS's Quality Manual;
- For French customers: Data hosted by an authorized "Hébergeur Agréé".