

# End User License Agreement and Conditions of Sales for ALAMUT VISUAL Software

## Preamble

This end-user License (the “Agreement”) is entered into between SOPHiA GENETICS SAS, a French corporation having its head office at 374 Allée Antoine d’Abbadie, Technopole Izarbel, 64210 Bidart, France (including its subsidiaries SOPHiA GENETICS SA, SOPHiA GENETICS Ltd., SOPHiA GENETICS EIRELI and SOPHiA GENETICS, Inc.) and you (including the legal entity you represent) (the “Customer”).

The software you are about to download, install or use, including its documentation, is protected by intellectual property rights. Intellectual property rights to this software are held by SOPHiA GENETICS and/or its assignors/licensors.

By downloading or installing this Software, you acknowledge that you understand and unreservedly accept the terms and conditions of this Agreement as set out below and where you act on behalf of a legal entity that you have the authority to act as issued by such entity. SOPHiA GENETICS only grants user rights to the software to the Customer under the provisions set out in this License.

ALAMUT Visual Software software includes an un-amended copy of WebKit that is here redistributed under the [GNU General Public License version 2.1](#).

## Section 1 - Definitions

“**Authorized Activity**” shall refer to the activity for which use of the Software is granted under this Agreement, as set out in the Customer’s order;

“**Authorized Computer**” shall refer to the computer device(s) by which the Software is to be executed;

“**Database**” shall refer to the database relating to the human genetics information necessary for the Software to function.

“**Database Server**” means the server that is managed and updated by SOPHiA GENETICS holding the Database consulted by the Software via an internet connection.

“**Documentation**” shall refer to the Software documentation, consisting of user manuals and other documents usually supplied by SOPHiA GENETICS to its customers whether in printed or electronic form;

“**Order**” shall refer to the products or services ordered by the Customer to conduct an Authorized Activity;

“**Software**” shall refer to the software as set out and described in the Order, developed by SOPHiA GENETICS

and supplied in executable code and including the related Documentation;

“**Type of License**” shall refer to the floating license described in subsection 3.2.

“**Raw Genomic Variants**” means genomic descriptions strictly limited to the genomic location and DNA nucleotide change of observed or fictional variations of the human genome.

## Section 2 - Description of Software

The software is a genomic variant exploration system that does not provide recommendations for medical diagnosis and must be used by professionals in human genetics with a critical approach.

## Section 3 - License and Intellectual Property

**3.1 Use of the Software.** SOPHiA GENETICS grants to the Customer, for the term and under the conditions set forth in this Agreement, subject to payment in full of the initial fee and the annual royalties mentioned in the Order, a personal License that is non-exclusive, non-assignable and non-transferable for the use of the Software for which a valid logical key is to be issued to the Customer by SOPHiA GENETICS.

**3.2 Types of License.** The License is a “Floating License”, the number of Authorized Computers is unlimited, but the number of simultaneous users may not at any time, throughout the term of the License, be greater than the maximum set out in the Order. The users shall be mandatory affiliated to the Customer. Where the License is an “Evaluation License”, the Software can be used on an unlimited number of Authorized Computers but only for a period of one (1) month and solely for the purpose of evaluation.

**3.3 Restrictions.** The Software contains a mechanism enabling it to verify that the Customer does not exceed the maximum number of authorized users as set out in the Order or the term of the License, which are encoded in the logical keys supplied by SOPHiA GENETICS. Where the Customer exceeds the limits of the License, the Software may cease to function.

**3.4 Covenants.** Customer covenants and agrees to use the Software for its own purposes and in accordance with the instructions for use, trainings, release notes and other directions of SOPHiA GENETICS. More specifically, but without limiting the generality of the foregoing, Customer undertakes not to:

- Use the Software except for an Authorized Activity and in accordance with this Agreement;

- Translate, reverse engineer, decompile or disassemble in any way the Services and/or the Products;

- Rent, lease, sell, assign or otherwise transfer the Software and/or the Services or any part thereof, including as part of an ASP or SaaS, or alone;

- Download, distribute or publish in any other way, through the usage of the Services and/or the Software, any content, information or other material that could (i) violate or infringe the rights of any third party; (ii) be libellous, threatening, defamatory, obscene, or indecent or could give rise to any civil or criminal liability under any laws or regulation; (iii) include any bugs, viruses, worms, trap doors, Trojan horses or other harmful code; (iv) contain information that could be used to identify an individual in a way inconsistent with the Services; or (v) violate any applicable laws and regulations.

- Extract or reproduce all or part of the Database or to access or attempt to access it by any other means than the Software used in compliance with its Documentation or by the update utilities supplied by SOPHiA GENETICS.

**3.5 No transfer of IP.** Nothing in this Agreement or in other related legal documents shall be deemed to transfer any ownership rights or license under trademark, patent, copyright, or any other right, in the Services and/or Products from SOPHiA GENETICS to the Customer.

**3.6 Change requests.** Customer hereby forfeits any rights of any sorts towards any change request it submits to SOPHiA GENETICS regarding any Service and/or Product, or any part thereof. Customer agrees to, and hereby assigns, any and all rights towards such change requests to SOPHiA GENETICS. For the purpose of clarity, a change request shall consist of a request from Customer to modify, alter, increase, add or improve any part or any functionality of the Services and/or the Products.

**3.7 Software Protection.** The Customer undertakes (i) to limit use and disclosure of the Software to its employees only; (ii) not to supply or disclose all or part of the Software to any third party without prior written consent from SOPHiA GENETICS; and (iii) to take all reasonable foreseeable precautions to ensure that the Software and identification details are kept confidential. The Customer is authorized to make one (1) back-up copy of the Software solely for the purpose of filing. It is also authorized to reproduce the Documentation (in electronic format) solely for the purposes of facilitating the use of the Software in compliance with this Agreement. The Customer undertakes not to erase identification details of the Software or copyright and restriction notices and undertakes not to disclose any information whatsoever relating to tests carried out on the Software to any third party.

## **Section 4 - Installation, updates and support**

**4.1 Access.** Except during maintenance periods, the platform is available 24 hours a day, 7 days a week,

including Sundays and national holidays.

**4.2 Installation.** After receiving the logical key supplied by SOPHiA GENETICS, the Customer shall download the Software on the SOPHiA GENETICS website dedicated to such download and install it on its Authorized Computer. The Customer shall install the Software on devices which have sufficient specifications in order for the Software to properly function.

**4.5 Updates.** Throughout the term of this Agreement and subject to actual payment of annual License royalties set out in the Order, the Customer may obtain all of the Updates which SOPHiA GENETICS is to regularly provide to its customers. Within the meaning of this Agreement, an "Update" means any functional update and any update correcting a glitch (resulting in a change in the second figure in the version number, for example from 1.1 to 1.2) relating to the Software for which this License has been granted to the Customer. An Update of the Software replaces all or part of the Software or a previous Update and is liable to result in total or partial termination of this Agreement; contractual relations between the parties will then be governed by a new license agreement accompanying the Update. The Customer shall be informed that it will be impossible to continue to use a previous version of the Software when a new version has been installed. SOPHiA GENETICS reserves the right, subject to a three (3) months' written notice, to remotely block use of the Software's versions which are too old at any time and without any compensation. For any update, SOPHiA GENETICS shall ensure that the Customer's local data is preserved and remains accessible for the next version.

**4.4 Third Party Software.** The Customer acknowledges and accepts that the Software contains software and algorithms owned by third parties ("Third party Software") in particular prediction software developed by research laboratories independent from SOPHiA GENETICS, for which SOPHiA GENETICS is entitled to grant rights of use to its customers. The Software enables its users to access the results produced by such Third-Party Software or to access the websites of their respective publishers. The Customer acknowledges that the use of above mentioned softwares

## **Section 5 - Limited Warranty and Liability**

**5.1 Limited Warranty.** SOPHiA GENETICS warrants for a period of thirty (30) days from the date of activation of this License (the "Warranty Period"), that the copy of the Software supplied to the Customer complies with the Documentation. The sole compensation that the Customer may claim in the event of non-compliance of the Software with the Documentation is the correction or replacement of the Software and subject to this non-compliance being notified during the Warranty Period. Should SOPHiA GENETICS consider that such a repair may not be considered from a financial or technical point of view, SOPHiA GENETICS shall reimburse the remaining annual License royalty paid for the Software. This warranty does

not cover defects in compliance resulting from alteration by the Customers or by a third party of the Software. SOPHiA GENETICS DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING FITNESS FOR USE, MERCHANTABILITY OR OTHERWISE. CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE SELECTION OF THE APPROPRIATE LICENSE, AND THE INTERPRETATION, DIAGNOSIS AND USE OF THE RESULTS GENERATED BY THE SOFTWARE. CUSTOMER ACKNOWLEDGES THAT THE PROVISION OF THE RESULTS BY SOPHiA GENETICS CANNOT IN ANY EVENT CONSTITUTE A CLINICAL DIAGNOSIS ON BEHALF OF SOPHiA GENETICS. ACCORDINGLY, THE CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE INTERPRETATION OF RESULTS AND THE PROVISION OF CLINICAL DIAGNOSIS ON THE BASIS OF RESULTS GENERATED BY THE SOFTWARE.

**5.2 Limited Liability.** IN THE ABSENCE OF OBLIGATORY PROVISION TO THE CONTRARY, WHERE SOPHiA GENETICS IS CLAIMED TO BE LIABLE, TOTAL DAMAGES WHICH MAY BE PAYABLE IN RELATION TO THE SOFTWARE OR RELATED SERVICES MAY NOT EXCEED THE SUMS ACTUALLY PAID BY THE CUSTOMER IN THE CONTEXT OF THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CIRCUMSTANCES OF THE PRESUMED DAMAGE OR LOSS. WITHOUT PREJUDICE TO THE ABOVE, SOPHiA GENETICS WILL NOT IN ANY CASE BE LIABLE FOR DAMAGE OR LOSS SUCH AS LOSS OF INCOME, LOSS OF PROFITS, LOSS OF DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE OF ANY SORT INCLUDING NOTABLY, COMMERCIAL LOSS OR LOSSES RESULTING FROM USE OR THE IMPOSSIBILITY OF USING ALL OR PART OF THE SOFTWARE OR SERVICES EVEN WHERE SOPHiA GENETICS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. THE CUSTOMER DECLARES THAT IT UNDERSTANDS THAT THE SOFTWARE IS TO BE USED BY A COMPETENT PERSON IN THE AREA OF GENETIC ANALYSIS AND THAT IT CANNOT REPLACE THE DIAGNOSTICS OF AN EXPERT WHO ALONE REMAINS RESPONSIBLE FOR FINAL DECISIONS. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT HAS FULL AND EXCLUSIVE LIABILITY IN RELATION TO ALL DECISIONS OR MEASURES TAKEN OR NOT RELATING TO USE OF THE SOFTWARE.

**5.3 Force Majeure.** Neither Party shall be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control (other than any payment obligations), including fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened act of war, terrorism, civil disturbance or insurrection, sabotage, labour shortages or disputes, failure or delay in delivery by suppliers or subcontractors (if any), or the other Party's fault or negligence.

## Section 6 - Order and Delivery

**6.1 Orders.** A valid Purchase Order must mention the product name(s), the Type of License, the quantity of each item being purchased as well as the agreed sale price and payment terms for the orders. All sales are final, irrespective of the SOPHiA GENETICS representative who issued the Purchase Order.

**6.2 Acceptance of this License.** Except as agreed otherwise in writing, by submitting a Purchase Order to SOPHiA GENETICS, you acknowledge that you have read and understood, agree to and will abide by all the terms and conditions of the related quote and of this Agreement.

**6.3 Delivery.** Delivery of software products is made by means of electronic issuance of software licenses. Delivery of an electronic license shall be made either by direct transfer to you, the Customer, or by simple notification to you of the availability of such license, including instructions for retrieving the license. Once notified, you shall retrieve the software promptly.

## Section 7 - Payment conditions

**7.1 Invoicing.** An invoice will be generated by SOPHiA GENETICS and delivered to you following delivery of a license, as described in Section 6.3.

**7.2 Payment modalities.** Except as agreed explicitly in writing by SOPHiA GENETICS, all payments are due thirty (30) days following the date of invoice. Payments are to be made by electronic transfer. SOPHiA GENETICS may agree to alternate payment methods, subject to an administrative fee. Any bank or other charges relating to the transfer, shall be borne by you. Any taxes, duties, levies or fees imposed by an authorized third party shall also be borne by you. SOPHiA GENETICS reserves its right to modify the prices of the Order at any time, up or down, by providing sufficient written notice to the Customer.

**7.3 Late payment.** In case of late payment, SOPHiA GENETICS may suspend access to the products (without prejudice with regards to any other actions). Access will be promptly restored following reception of payment. Any amount remaining unpaid following the due date of an invoice shall result in penalties of three times the statutory interest rate per month on such invoice. Any defaulted payment that remains unpaid forty-eight (48) hours following notification from SOPHiA GENETICS shall, at SOPHiA GENETICS' discretion, cause the sale to be annulled. SOPHiA GENETICS also reserves the right to annul any other unpaid orders, regardless of if they were delivered or not or if payment was due. In no case shall any payment be suspended or become the object of any compensation without the explicit written agreement of SOPHiA GENETICS. Any partial payment shall be applied first against any older outstanding receivables due.

## Section 8 - Confidentiality

The Parties will treat as confidential all information that is reasonably identifiable as confidential or proprietary based on the circumstances of its disclosure, or by its nature are not intended to be disclosed to unauthorized third Parties ("Confidential Information"). Confidential Information includes: (a) in the case of the Customer, Customer Data and (b) in the case of SOPHiA GENETICS, details of the Software, along with any Service and/or Product, and related documentation. The Parties shall keep confidential all Confidential Information of the other Party, provided that the receiving Party is entitled to disclose to its employees and bona fide third Parties

(which, in the case of the Customer, means its authorized end users) Confidential Information only as far as is necessary to enjoy the rights granted or perform the obligations herein. The Parties shall also ensure that all employees and third Parties undertake the same or similar confidentiality obligations. The preceding undertakings shall not apply to information given that the receiving Party can show such information is available in the public domain or is publicly accessible. Section 8 shall survive the termination of this Agreement.

## Section 9 - Customer Data and Data Protection

**9.1. Ownership.** The Customer shall own all rights, titles and interest in and to all Customer Data uploaded by the Customer (or its authorized end users) (“Customer Data”) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data in connection with its use of the Services and/or Products. All of the Customer Data shall be stored on Customer’s own servers and SOPHiA GENETICS shall not have any access to such data, nor shall it access it in any way through any means. SOPHiA GENETICS shall not process the Customer Data unless ordered to do so by the Customer, as permitted by applicable law or regulation, other than for the sole purpose of rendering the Services.

**9.2. Customer Data.** The Software allows the Customer to record medical information relating to patients on its local computer or network. In no case may nominative data be transferred to SOPHiA GENETICS or to the Database Server. Some of the software’s functionalities enable Raw Genomic Variants to be sent to and processed by SOPHiA GENETICS’s servers for the sole purpose of computing in silico predictions. In no case may SOPHiA GENETICS be held liable for the compliance of the processing of this data with legislation in force and in particular that relating to the protection of personal data. The Customer alone is responsible for information which is recorded, stored, made available and shared and undertakes to comply with legislation in force in their own country relating to the protection of personal data. The Customer declares, in this respect, that it has completed all necessary formalities to the processing of nominative data before entering into this Agreement.

**9.3 GDPR Addendum.** If Customer is located within the European Union, or handles data from data subjects of the European Union, Customer shall be bound by the terms of SOPHiA GENETICS’ GDPR Addendum, which is attached to this Agreement, as well as available on the Software.

**9.4 HIPAA Compliance.** If Customer is located within the United States of America and provides personally identifiable data protected by the Health Information Portability and Accountability Act (“HIPAA”), as part of the performance of the Services, Customer agrees to be bound by SOPHiA GENETICS’ Business Associate Agreement, which may be found at <http://www.sophiagenetics.com/legal/legal.html>.

## Section 10 - Regulatory

The Customer shall comply with all applicable laws and regulations in all relevant aspects regarding the Software. Customer shall further possess sufficient insurance coverage.

The Parties agree to comply with the export laws and regulations of the United States and any other country with jurisdiction over the products and/or the services, the intellectual property or any technical data (as defined in the U.S. Export Administration Regulations), or any part thereof.

## Section 12 - Referencing

Customer hereby authorizes SOPHiA GENETICS to mention Customer as a customer using the Software. Furthermore, SOPHiA GENETICS may build a usage case for the Customer and present the usage case in presentations and as printed material. Any public communication by the Customer about SOPHiA GENETICS must be submitted to SOPHiA GENETICS first for approval.

## Section 13 - Indemnification

Customer shall indemnify and hold harmless SOPHiA GENETICS and SOPHiA GENETICS’ directors, officers, employees, agents and other representatives from and against any demands, actions, claim loss, costs or damages (including attorney’s and expert’s fees and costs) arising out of: (i) claims by third Parties in connection with the performance of the Services; (ii) the use of the Software; or (iii) any damage caused by Customer’s negligence or wilful misconduct with regards to any Products and/or Services, or any part thereof.

## Section 14 - Anti-corruption

The Customer agrees and undertakes that it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees or restrictive measures and/or other requirements having the force of law in the U.S., the E.U. (or its respective Member States) and Switzerland, relating to anti-bribery and anti-money laundering (the “Applicable Legislation”). In particular, Customer hereby represents, warrants and undertakes that it shall not, directly or indirectly, (A) pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on: (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government, (ii) an officer or employee of a public international organization, (iii) any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization, (iv) any political Party or official thereof, or any candidate for political office, or (v) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or (B) engage in other acts or transactions which is in violation or inconsistent with the Applicable Legislation.

## Section 15 - Term and Termination

**15.1 Term.** This Agreement is valid from the date (“Effective Date”) and for the duration mentioned in the License Order. Should the Order make no mention regarding the Effective Date nor the duration, this Agreement shall be valid for one (1) year from the last date of signature of Order by the Parties.

**15.2 Termination without cause.** The Parties may terminate the agreement for any or no reason at the term of the agreement, provided the terminating Party gives the other Party sixty (60) days prior written notice.

**15.3 Termination for material breach.** Either Party may terminate the agreement or any schedule of work for material breach of the agreement by the other Party upon thirty (30) days written notice specifying the nature of the

breach, if such breach has not been cured within such thirty (30) days period. If the notice of breach is for breach of a schedule of work, such notice shall identify the specific schedule of work under which the breach is claimed. Nothing contained herein shall limit SOPHiA GENETICS’ rights specified in this Agreement in case of misuse of the Software.

## **Section 16 - Jurisdiction**

This Agreement shall be governed and be exclusively subject to the laws of France. The applicability of the UN Convention on the International Sales of Goods is hereby excluded. Any dispute arising from this Agreement shall be settled through the competent courts of Paris, France.