

General Terms and Conditions

Preamble

SOPHiA GENETICS SA and its subsidiaries, including, without limitation, SOPHiA GENETICS, Inc., SOPHiA GENETICS SAS and SOPHiA GENETICS Ltd. (“SOPHiA GENETICS”) 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 generated by Next Generation Sequencing (“NGS”).

Any delivery of products and services by SOPHiA GENETICS as the seller to the customer (“Customer”) shall be subject to the terms and conditions (the “Terms and Conditions”) set forth herein to the extent no other written agreements have been explicitly made. Customer may not order Products or use the Services without first accepting the Terms and Conditions. Customer hereby represents that the duly authorised representative accepting these Terms and Conditions can legally bind Customer. Customer can accept the Terms and Conditions by either: (a) clicking “accept” where this option is made available; (b) signing a Quotation which refers to these Terms and Conditions; or (c) actually using the Services or ordering Products. Contradictory terms and conditions proposed by the Customer will not be binding upon SOPHiA GENETICS, even if no specific objections are raised by SOPHiA GENETICS. These Terms and Conditions apply to all future business transactions between SOPHiA GENETICS and the Customer.

Any deviation to these Terms and Conditions must be in writing. For the sake of clarity, it is understood that in the event of contradiction between these Terms and Conditions and other documents related to the subject matter, the order of interpretation shall be as follows: 1. Any specific document agreed upon and signed by the Parties; 2. Quotation; 3. These Terms and Conditions; and 4. Purchase order.

Section 1 - Definitions

Capitalized items used in these Terms and Conditions shall have the meanings ascribed thereto.

“**Bundle Solution**” shall refer to SOPHiA GENETICS’ commercial offer combining a set of Reactions and access to the SOPHiA DDM® analytical platform;

“**Customer Data**” shall refer to the data uploaded by Customer on the SOPHiA DDM® platform;

“**Dry Lab**” shall refer to SOPHiA GENETICS’ usage routine offer consisting of the analysis of raw data coming from NGS through the SOPHiA artificial intelligence within the SOPHiA DDM® platform;

“**SOPHiA Integrated Solution**” or “**SIS**” shall refer to SOPHiA GENETICS’ complete service solution starting from the pick-up of the sample up to the delivery of the result on the SOPHiA DDM® platform;

“**Personal Data**” shall refer to: (i) where generated outside of the United States, any information which are related to an identified or identifiable natural person; and (ii) where generated within the United States, *Patient Health Information* as defined in the *Health Insurance Portability and Accountability Act* of Congress.

“**Products**” shall refer to the products as described in subsection 2.2 of these Terms and Conditions.

“**Reaction**” shall refer to tubes containing NGS probes as designed by SOPHiA GENETICS or any third party;

“**Services**” shall refer to the products as described in subsection 2.1 of these Terms and Conditions.

“**SOPHiA**” shall refer to the artificial intelligence designed by SOPHiA GENETICS which detects, annotates and pre-classifies genomic variants;

“**SOPHiA DDM®**” shall refer to the Software as a Service (“SaaS”) consisting of a platform enabling authorized users to upload and analyse raw and NGS data.

Section 2 - Products and Services

2.1 Services

2.1.1 Dry Lab. The SOPHiA artificial intelligence (through the SOPHiA DDM® platform) shall automatically analyze the data. Once genetic variants are detected and annotated, the Customer shall connect itself to its SOPHiA DDM® account to review the generated results. SOPHiA GENETICS shall license the SOPHiA DDM® platform only as a SaaS.

The SOPHiA DDM® platform shall include the OncoPortal. The “**OncoPortal**” consists of: a) somatic classification based on variant-disease-drug association linked to a tumor profile; (b) specific drug association with the disease and its effect in terms of sensitivity for each sample; c) summary including selection of known effects of each association on the disease and treatment. For the sake of clarity, OncoPortal is provided “as is”, based on current available research and may be used for research purposes only.

2.1.2 SIS. “**SIS**” is a comprehensive range of services offered by SOPHiA GENETICS. It shall include the following:

- The pick-up of a biological sample;
- Library preparation and sequencing of said sample;
- The sample’s analysis through the SOPHiA AI;
- The data input on the SOPHiA DDM® platform for Customer review.

Should the SIS services be purchased from a Distributor, Customer understands that any third party

executing the SIS services is a third party mandated by SOPHiA GENETICS. Customer shall not solicit such third party outside the scope of the SIS services for the duration of the contract and for one (1) year thereafter. The service provider shall remain liable towards the Customer for any misconduct or negligence, at SOPHiA GENETICS full exoneration.

2.2 Products

Bundle Solutions. The Customer shall select the Bundle Solution amongst the SOPHiA GENETICS catalogue. A set of Reactions ordered by the Customer shall be used for the sole purpose of uploading data results on SOPHiA DDM®. The Customer shall be solely liable for the type of Reactions it orders. SOPHiA GENETICS shall have the right to investigate Customer account's activities. In the event there is a discrepancy between the number of Reactions ordered by the Customer and the number of analysis uploaded on SOPHiA DDM®, SOPHiA GENETICS may invoice the Customer the additional analysis uploaded on SOPHiA DDM® in accordance with the catalogue price.

2.3 Training

2.3.1 Modalities of training. SOPHiA GENETICS offers training regarding its Products and Services. The trainings have a duration of two (2) days and are given at SOPHiA GENETICS' facilities in Geneva, Switzerland. Trainings are conducted in the English language. Customer shall be responsible for its attendees' expenses (including without limitation transportation, accommodation and meals). Customer shall further ensure compliance with any and all requirements indicated by SOPHiA GENETICS prior to or during the training and shall witness such compliance through the "Laboratory Equipment Checklist".

The training dates are subject to change at any time prior to Customer receiving the document entitled "NGS Wet lab Training Confirmation" from SOPHiA GENETICS. Once this document is received, Customer may proceed to booking its relevant accommodation and transportation. SOPHiA GENETICS accepts no liability regarding expenses engaged prior to receiving this document, should the dates be modified. The training fee will be fully owed and payable upon receipt of the Confirmation.

Customer may send up to two (2) people to attend to the training. Any additional person wishing to participate will be invoiced at an additional fee and must be notified to SOPHiA GENETICS at least two (2) weeks before the training.

2.3.2 Use of samples. Prior to the training, Customer may send up to six (6) samples which Customer wishes to analyze during the training run. Customer shall ensure that the samples adhere in all respect with the specifications listed in the document entitled "Sample Requirements for the SOPHiA GENETICS Training Session in Geneva". Failure to comply with these specifications may result in SOPHiA GENETICS rejecting the Customer's samples for the training. In order to be accepted,

Customer shall also list its samples in the document entitled "Sample Shipping Form", which form shall be adequately completed by Customer.

SOPHiA GENETICS shall analyse each compliant sample and ensure that it is properly pseudonymized. The results shall be visible to all the participants in the training. Customer may identify its own samples through an identification number that shall be communicated to it prior to the training. Participants may not identify from whom are the other samples or disclose which are their own.

2.3.3 Obligations of the Customer. Customer agrees to comply with any and all obligations set forth by SOPHiA GENETICS prior to the training, including without limitation providing the samples that comply with the specifications, filling in the appropriate documents and returning them on time and follow the instructions given by SOPHiA GENETICS' authorized representative. Customer's designated people to attend to the training shall put their best efforts in obtaining the skills and knowledge required to complete the training, behave in a diligent manner and shall follow at all time the instructions of the trainer.

2.3.4 On-site training. Should the Customer order On-site Training, Customer shall ensure compliance with the requirements indicated by SOPHiA GENETICS and shall witness such compliance through the Laboratory Equipment Checklist which shall be completed, signed and returned to SOPHiA GENETICS at least two (2) weeks prior to the training. Failure to comply with the requirements may result in the cancellation of the training. Upon such cancellation, all fees incurred by SOPHiA GENETICS, and the full trainer fee, shall be owed and due. Customer shall ensure to have the necessary insurance to cover any and all injuries and/or death that may happen on its premises and shall indemnify and hold harmless SOPHiA GENETICS against any and all actions, omissions, injury, death, damage, claim or demand related to the training, unless SOPHiA GENETICS' own gross negligence or wilful misconduct is engaged.

2.4 Verification Program

Prior to starting the routine use of SOPHiA DDM® platform for any NGS Test, SOPHiA GENETICS shall verify the laboratory performance by means of a verification program (the "Verification Program"). SOPHiA GENETICS shall produce a Quality Assurance Report to verify the quality of the output of the laboratory experiment and will make a presentation of the results. Both Parties will subsequently sign the Verification Sign-off Sheet. The Verification Program is not compatible with most of Laboratory Quality Management systems. For this reason, SOPHiA GENETICS recommends to the Customer to perform a set-up program as described in subsection 2.5.

2.5 Set-Up Program

Prior to starting the routine usage of SOPHiA DDM® platform for any NGS Test, SOPHiA GENETICS shall verify the Customer's Laboratory performance. The set-up program (the "Set-Up Program") shall consist of three

steps as indicated below. The Fast Track Set-Up Program shall take a maximum of six (6) weeks and the Standard Set-Up Program shall take two (2) months from the signature of the Quotation. The duration of the Custom Set-Up Program shall be established on a case by case basis.

2.5.1 Preparatory Step. SOPHiA GENETICS shall send to the Customer a document called “*Project Brief*” which summarizes the unfolding of the Set-Up Program.

2.5.2 Step One of the Validation Program. The Customer shall provide to SOPHiA GENETICS the list of all the confirmed variants within reference samples for both test optimization and test validation. For this purpose, the Customer shall select previously characterized samples, referred to as “reference samples”, that have been tested with an alternative sequencing technique (e.g. Sanger Sequencing). SOPHiA GENETICS shall produce a Quality Assurance Report to verify the quality of the output of the Customer’s Laboratory experiment and will make a presentation of the results, further to which the Parties shall both sign the “*Set-Up Step 1 Sign-off Sheet*”.

2.5.3 Step 2 of the Set-Up Program. SOPHiA GENETICS shall make a presentation of the validation results. Before using the validated test for routine diagnostics, both Parties shall sign the “*Set-Up Step 2 Sign-off Sheet*”.

2.5.4 Withdrawal from the Program. Should the Set-Up Program be abandoned by the Client, SOPHiA GENETICS shall send to the Client a written notice providing a final deadline to complete the Set-Up Program and sign the Sign-Off Sheets. If the Client does not complete these steps following the final notice within the following ten (10) days, the Set-Up Program shall be deemed automatically and irrevocably accepted. The entirety of the amount shall be invoiced and owed by the Client to cover the encountered fees, notwithstanding the abandonment of the Set-Up Program.

2.6 Other services linked to the Set-Up Program

2.6.1 Analytical Performance Report. On Customer’s request, a comprehensive “**Analytical Performance Report**” shall be delivered during Step 2 of the Set-Up Program and be charged separately. The purchase of an Analytical Performance Report entitles the Customer to receive a Non-Regression report every time their Product is modified or updated, in accordance with the conditions set forth herein.

2.6.2 Non-Regression Tests. SOPHiA GENETICS shall execute all necessary “**Non-Regression Tests**” when changes occur in SOPHiA DDM® platform that require re-establishment of performance specifications. Typical changes involve improvements to existing algorithms or integrating new builds of the reference genome. The Customer shall be informed of the execution of any Non-Regression Tests with a release note sent by email. Customers who have performed a Set-Up Program and have purchased an Analytical Performance report shall also receive a report with the results of the Non-Regression Tests of their product (as indicated hereinabove).

2.6.3 Revalidation. SOPHiA GENETICS can execute Revalidation work on request from the Customer. Typical events that could lead to Revalidation are changes to probe design or major NGS instrument software updates. If necessary, a presentation will be prepared. Revalidation programs have to be agreed upon with SOPHiA GENETICS and shall be subject to a separate quotation.

Section 3 - Appropriate use

3.1 Terms of Use. SOPHiA GENETICS shall provide to the Customer a username, a password and an authentication token, with which the Customer’s authorized representative(s) shall access the SOPHiA DDM® platform. SOPHiA GENETICS grants to Customer a non-exclusive, non-transferable and limited right to access to the SOPHiA DDM® platform and to use the Services and/or Products ordered by Customer and for which the Customer has agreed to pay the applicable fees. No other use of the Services and/or the Products shall be allowed.

3.2 Covenants. Customer covenants and agrees to use the Services and/or the Products provided by SOPHiA GENETICS 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 Services and/or the Products of SOPHiA GENETICS except as provided in these Terms and Conditions;
- Translate, reverse engineer, decompile or disassemble in any way the Services and/or the Products;
- Rent, lease, sell, assign or otherwise transfer the Services and/or the Products, or any part thereof;
- Download, distribute or publish in any other way, through the usage of the Services and/or the Products, 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.

3.3 Suspect activity on an account. SOPHiA GENETICS reserves the right to monitor, intercept, and review, without further notice, Customer’s activities using the Platform, and Customer consents to such monitoring by its acknowledgement of these Terms and Conditions and its use of the Products and/or Services. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, and retrieving, of log-ins, data entries and data transfers, recordings, and other uses of the Products and/or Services as well as keystroke capturing and other network monitoring technologies. SOPHiA GENETICS may also store copies of such data and communications for a period of time after they are created and may delete

such copies from time to time without notice.

Section 4 - Service Level Agreement

4.1 Access. Except during maintenance periods, the platform is available 24 hours a day, 7 days a week, including Sundays and national holidays. In case of maintenance (“**Planned Maintenance**”), SOPHiA GENETICS will give Customer notice of non-availability of the service 48 hours in advance. In the case where a maintenance is required for security reasons and cannot be pushed back to ensure the safety and/or stability of the platform, SOPHiA GENETICS is authorized to perform emergency maintenance for a period that shall not exceed two (2) hours. Planned Maintenance may happen up to four (4) hours per month. Furthermore, Planned Maintenance shall be conducted outside of normal business hours (CET and EST). However, there are four (4) times per year where Planned Maintenance shall be replaced with “**Extended Maintenance**”, which is a forty-eight (48) hours maintenance period. In such case, Customer shall be notified five (5) business days prior to such Extended Maintenance.

4.2 Availability. The SOPHiA DDM® platform shall be available to the Customer 99% of the time outside of the maintenance periods detailed in subsection 4.1. In the event that the availability level falls below the agreed level, as calculated on a monthly basis, the Customer shall have the right to a reduction of the fee in accordance with the following (based on the monthly usage of the month where availability was not respected): When the availability falls below 99% by at least 0.1%, Customer shall have a price reduction of 5%. Customer shall have no other right of compensation regarding availability levels, other than as resulting from SOPHiA GENETICS’ gross negligence or wilful misconduct. Downtime that is caused by Customer or Customer’s employees, agents or subcontractors (inaccurate configuration, non-compliant use of any software, server over-utilization, and - to the extent that the following are executed by Customer, Customer’s employees, agents, or subcontractors - hacking, bandwidth-based attacks, or DDoS.), or by events of Force Majeure (as defined hereinafter) shall not be considered for the purpose of this warranty.

4.3 Support. Support for the SOPHiA DDM® platform is offered free of charge to Customer. Any request should be submitted to support@sophiagenetics.com. The request shall be deemed received once Customer receives a confirmation of receipt. Support shall provide its services in accordance with internal policies and shall ensure follow-up of requests in accordance with the prioritization it deems necessary, at its sole discretion. Customer shall receive a notification once its request has been closed. Support is offered Monday through Friday during regular business hours (in both Central European Time and Eastern Standard Time) every day except during national holidays (in the country where the support is located).

4.4 Redundancy. The Service includes full redundancy and off-site backup. In case of a single hardware failure during support availability, SOPHiA GENETICS will use its

best commercial efforts to restore the Services as soon as possible.

Section 5 - Limited Warranty and Liability

5.1 Warranties for the Services. SOPHiA GENETICS shall perform the Services in accordance with the industry standards in effect at the time of ordering. SOPHiA GENETICS warrants that it shall comply in all material aspects with the relevant laws and regulations applicable to the Services and that the Services shall not infringe on third party intellectual property rights. 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 SERVICES AND/OR THE PRODUCTS AND THE INTERPRETATION, DIAGNOSIS AND USE OF THE RESULTS GENERATED BY A PURCHASE ORDER (AS DEFINED HEREINAFTER). CUSTOMER ACKNOWLEDGES THAT THE PROVISION OF THE RESULTS BY SOPHiA GENETICS CANNOT IN ANY EVENT CONSTITUTE A CLINICAL GENETIC DIAGNOSIS ON BEHALF OF SOPHiA GENETICS. ACCORDINGLY, THE CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE INTERPRETATION OF RESULTS AND THE PROVISION OF CLINICAL GENETIC DIAGNOSIS ON THE BASIS OF RESULTS GENERATED BY SOPHiA GENETICS.

5.2 Remedies for breach of Services. SOPHiA GENETICS shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but without limitation), loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships, loss of data and other financial loss. SOPHiA GENETICS’ sole liability in case of non-performance or breach of the warranties specified in paragraph 5.1 shall be to perform the Services again. Notwithstanding the foregoing, should SOPHiA GENETICS deem, at its sole discretion, that other corrective measures are necessary, such corrective measures shall be notified to Customer and performed accordingly.

5.3 Specific warranties for Products. The Products will conform to SOPHiA GENETICS’ specifications and shall not infringe on third party intellectual property rights. The Products shall be exempt from material defects, usual wear and tear excepted. SOPHiA GENETICS shall employ every reasonable care to ensure that the Products are delivered in accordance with the date indicated to Customer. No warranty is provided with respect to the length of time before the expiry date of the Products.

5.4 Remedies for breach of Products. Should the Products not conform to specifications or have material defects, Customer shall communicate in writing such claim to SOPHiA GENETICS in accordance with paragraph 6.2. Upon receipt of such notice, SOPHiA GENETICS shall evaluate the validity of the claim. Should such claim be deemed receivable, Customer’s only remedy shall be the replacement of the Products delivered. Customer shall ensure the return of the Product to SOPHiA GENETICS, at SOPHiA GENETICS’ request and expense. Returns for

which SOPHiA GENETICS was not responsible will be charged to the Customer.

5.5 Limitation of liability. Except as expressly and specifically provided in this Article 5, SOPHiA GENETICS shall have no liability for the Customer's use of Services and/or Products or for any damage caused by errors or omissions in any information provided to SOPHiA GENETICS by the Customer or any third party mandated by the Customer in connection with the Services and/or Products. SOPHiA GENETICS shall not be responsible for the accidental destruction of any Customer Data, including personal data, as a result of any unauthorized access to, or use or misuse of, the Services and/or Products by the Customer or any third party mandated by the Customer. In no event shall SOPHiA GENETICS' liability exceed the actual value of the Services and/or Products purchased by the Customer.

5.6 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, hacking, bandwidth-based attacks, or DDoS, 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 For Dry Lab. A Dry Lab service is considered to be ordered as soon as Customer uploads the FASTQ file related to a sequenced DNA sample onto the SOPHiA DDM® platform. Such upload shall then be invoiced in accordance with Section 7, below. For the sake of clarity, no Purchase Order shall be required for Dry Lab services. The Service shall be deemed completed once SOPHiA DDM® has provided the analysis of said FASTQ file, regardless of whether or not Customer generated a report from such results. The Customer undertakes to perform the annual volume indicated in the Quotation.

6.2 For Bundle Solution (Order). Orders may be submitted to orders@sophiagenetics.com. Orders shall include either (1) a valid Purchase Order; or (2) a signed SOPHiA GENETICS Quotation that refer to the Products requested and their quantity. An order may only be cancelled with the written consent of SOPHiA GENETICS. Customer shall provide the information requested by SOPHiA GENETICS in order to process the order. Should SOPHiA GENETICS accept the Customer's order, it shall confirm its acceptance through a written Confirmation Order.

6.3 For Bundle Solution (Delivery). The Products that are part of the Bundle Solution are delivered to the address indicated by the Customer to SOPHiA GENETICS as the delivery address. SOPHiA GENETICS shall indicate an expected delivery date in its Order Confirmation upon Customer's request. SOPHiA GENETICS shall endeavour to respect the date of delivery indicated it provides to the Customer, however such date is an estimation and is not

binding upon the Parties. The ownership of the Products shall be transferred to the Customer once it is received by Customer at the address of delivery (INCOTERMS 2010 DAP, Customer's address), unless otherwise agreed in writing. If the delivery is delayed as a result of Customer's negligence or it's unreasonable refusal of the Products, SOPHiA GENETICS reserves the right to store the Products at Customer's expense and risk. Customer shall be responsible to ensure that the importing procedures of the Products, if any, are conducted in a timely manner, at SOPHiA GENETICS' entire dispense. Upon delivery, Customer shall inspect the Products to ensure that they comply with the declared specifications. Customer shall have two (2) business days to report any defect and/or inconsistencies with the delivered Products to SOPHiA GENETICS. Further to that deadline, the Products shall be deemed to have been irrevocably accepted by the Customer, unless a defect that could not have been reasonably found upon diligent inspection of the Products is discovered within the thirty (30) days following delivery. Should a defect be notified to SOPHiA GENETICS and SOPHiA GENETICS deems that claim receivable, the warranties of subsection 5.3 shall apply.

6.4 For SIS (Order). Should Customer wish to place an order for SIS products, it shall do so by accessing the SIS interface on the SOPHiA DDM® platform. Customer shall fill in the information requested by the online form in a full and correct manner, as prompted by the platform. Once the form is filled, Customer shall be responsible to confirm that the information entered is true and correct. Customer understands that it is the sole responsible Party regarding such information. Customer shall also select the options that are applicable to it, as requested in the Quotation and select a place, date and time for the transportation agency to pick-up the samples that were ordered. The order shall only be accepted once the Customer is notified by SOPHiA GENETICS of the order's acceptance. Such samples shall be shipped through SOPHiA GENETICS' own transportation account (unless agreed otherwise in writing, in which case the order shall be shipped at Customer's entire risk), and in compliance with applicable laws and regulations and the guidelines for shipment provided by SOPHiA GENETICS. Customer shall be the sole responsible Party to ensure the correctness of the packaging and shipping information. The shipment shall remain under the care of Customer until its delivery.

6.5 For SIS (Delivery). Customer shall assist SOPHiA GENETICS, or SOPHiA GENETICS' contractor, in providing the information required to provide the SIS services. The delivery of the SIS services shall be considered completed once the Customer is notified that the data for the samples ordered through the SIS interface have been made available to it. Customer shall have thirty (30) days from the date of delivery to request the return of the samples (at its own expense). The samples shall be otherwise destroyed.

Section 7 - Payment conditions

7.1 For Dry Lab. Customer shall be invoiced on a monthly basis for its usage of Dry Lab services based on

the number of analysis performed unless otherwise agreed. The monthly number of analysis shall be established by SOPHiA GENETICS, which shall detail such usage. Customer shall receive the invoice monthly within one month following the end of the month for which the invoice is sent.

7.2 For Bundle Solutions and SIS. Customer shall be invoiced on a monthly basis for its orders of Bundle Solutions and SIS services. The invoice shall detail the number of Reactions or samples that were ordered. The date of the order for the purpose of invoicing shall be the date of shipment of the set of Reactions or of the samples.

7.3 Payment term. Invoices are payable within thirty (30) days of the date of their issuance, without any deduction, except for those previously agreed upon in writing. For any issue regarding invoicing, Customer may contact receivables@sophiagenetics.com. In the event of failure to comply with the agreed payment date, the Customer shall be deemed to be in default. Upon the Customer's default, SOPHiA GENETICS may choose, at its sole and entire discretion, to block Customer's access to any or part of the Services and/or any orders being processed. Furthermore, SOPHiA GENETICS shall apply a monthly interest rate of 1,5% (accrued on a day per day basis), starting on the first day of default up until the Customer remedies the default.

7.4 Custom duties and taxes. Any and all taxes (including VAT), custom duties, levies charges, transportation costs or other duties payable to applicable authorities shall be at Customer's own and entire expense.

7.5 Price changes. SOPHiA GENETICS warrants that the prices of the Services and/or the Products shall not be subject to an increase of more than three (3) percent per year for as long as these Terms and Conditions remain in force.

7.6 Increased cost. Notwithstanding subsection 7.5, SOPHiA GENETICS reserves the right to increase the prices of the Services by more than three (3) percent in any given calendar year to reflect any material increase in costs related to the Services and/or Products to SOPHiA GENETICS, including, but not limited to, increased costs related to raw materials, hardware components, storage, transportation, import duties and taxes. SOPHiA GENETICS shall notify any such increase of the prices of Services and/or Products by giving notice at least 30-days prior notice to Customer.

Section 8 - Confidentiality

The Parties shall treat as confidential any and 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, including but not limited to trade secrets, personal data and know-how, ("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

Services and/or Products and related documentation. The Parties shall keep confidential all Confidential Information.

The following shall be exempt from the foregoing duty of confidentiality:

- (i) Any information which may be disclosed by written consent of the party entitled to confidentiality,
- (ii) Any information that is in the public domain, where the granting of access is not the result of a breach of the Agreement, or
- (iii) Any information which is already known to either party other than by reason of the delivery of Products and Services.

Notwithstanding the above, the Parties shall be entitled to disclose Confidential Information by reason of:

- (i) Any mandatory statutory or regulatory provision,
- (ii) Any decision of a competent court or public authority,
- (iii) The need to safeguard their interests in relation to their insurers and legal advisors.

Provided that the recipient is subject to a statutory or contractual duty of non-disclosure, SOPHiA GENETICS may also disclose confidential information for internal quality control purposes.

This Section 8 shall survive the termination of these Terms and Conditions.

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) 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.

9.2. License. Customer hereby grants to SOPHiA GENETICS a limited license to collect, process, store, generate and display Customer Data to the extent necessary to provide the Services. SOPHiA GENETICS shall keep and maintain Customer Data in strict confidence, using a degree of care appropriate and consistent with its obligations under applicable law to avoid unauthorized access, use, disclosure, or loss.

9.3 Encryption. The Parties acknowledge and agree that when performing the Services only coded and/or encrypted data will be transmitted, all in accordance with SOPHiA GENETICS' service procedures. Once a new sample is submitted into the SOPHiA DDM® platform, the system shall anonymize such data by providing a randomized identification number. SOPHiA GENETICS shall not have access to any patient administrative data or to the Customer's reference number of the sample, as seen by the Customer, which data shall be stored in a separate location. Customer may choose to input various types of information on SOPHiA DDM®, including clinical data and administrative data. It is expressly understood that Customer shall do so at its sole risk. Customer may not transmit Customer Data to SOPHiA GENETICS' representative if it contains data that could allow to

reasonably identify an individual, unless it has obtained the individual's informed explicit consent. Should Customer want to host within its premises patient administrative data, it shall formulate this request to SOPHiA GENETICS which shall provide reasonable assistance where it can. However, the costs related thereto shall be borne by the Customer.

9.4 Processing. The Personal Data received from Customer shall only be processed in the framework of the Services and in accordance with SOPHiA GENETICS' service procedures. Customer understands that SOPHiA GENETICS may process Personal Data in the following manners: (i) for the performance of its contractual obligations vis-à-vis the Customer; (ii) to anonymize data related to genomic information submitted by Customer; (iii) for scientific or research purposes; (iv) for inclusion of clinical trials into the SOPHiA Trial Match portfolio; (v) in order to improve its products and/or services; and/or (vi) as permitted by applicable laws and regulations. It is understood that Personal Data shall not be shared outside of the scope indicated in this subsection, unless specifically authorized by Customer. For the purpose of clarity, Customer acknowledges that the data shall be stored in accordance with the following: (1) data generated within the United States (US) shall remain within the US; (2) data generated within the European Union (EU) shall remain within the EU (The Netherlands); (3) data generated within Australia shall remain within Australia; (4) data generated within Brazil shall remain within Brazil; (5) data generated within Switzerland shall remain within Switzerland.

9.5 Backup and recovery of Customer Data. As part of the Services, SOPHiA GENETICS will maintain a backup of the Customer Data in accordance with the backup and recovery process specified in SOPHiA GENETICS' service procedures. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for SOPHiA GENETICS to use its reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by SOPHiA GENETICS in accordance with the archiving procedure described in SOPHiA GENETICS' service procedures. SOPHiA GENETICS shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third Parties sub-contracted by SOPHiA GENETICS to perform Services related to Customer Data maintenance and back-up).

9.6 Destruction and Return of Customer Data. SOPHiA GENETICS shall, upon written request of the Customer, provide to the Customer extracts of the Customer Data including, but not limited to original raw files, raw files split by patient, variant tables by patient and the visualisation image by patient. All extracts requested will be copied to a hard disk and remitted to the Customer subject to payment of applicable charges (if any). Upon Customer's request, SOPHiA GENETICS shall destroy the Customer Data identified by Customer, within a five (5) business days period. Such destruction shall be confirmed in writing by SOPHiA GENETICS. Unless otherwise indicated, Customer Data shall be stored in SOPHiA GENETICS in SOPHiA GENETICS bunkered servers for a

minimum duration of five (5) years. Should Customer wish to extend that duration, it shall provide a written request to SOPHiA GENETICS. The storage shall be invoiced to the Customer in accordance with the storage costs incurred by SOPHiA GENETICS.

9.7 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 may be found at <http://www.sophiagenetics.com/legal/legal.html>.

9.8 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 Products and/or Services. 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 11 - Intellectual Property Rights

11.1 SaaS. All software provided as part of the Services is provided as a service and is not sold.

11.2 No transfer of IP. Nothing in these Terms and Conditions 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. SOPHiA GENETICS shall own all right, title and interest in and to all proprietary rights including but not limited to intellectual property and licensing rights in the Products and Services provided by SOPHiA GENETICS and in any know-how developed or used by SOPHiA GENETICS, notwithstanding any assistance afforded by or involvement on the part of Customer.

11.3 Change requests. Customer hereby forfeits any rights of any sort 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.

Section 12 - Referencing

Customer hereby authorizes SOPHiA GENETICS to disclose information to third parties in order to publicise the business relationship in a manner that conforms to market practice (such as advertisements, testimonials, newsletters) and mention Customer as a customer using the Products and/or Services. Furthermore, SOPHiA GENETICS may develop testimonials or trial cases for the Customer and present the name and logo in presentations, as printed material, on its website, in electronic newsletters and on social media. Any public communication by the Customer about SOPHiA GENETICS must be submitted to SOPHiA GENETICS first for its prior 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 Products and/or the Services; 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 are in violation or inconsistent with the Applicable Legislation.

Section 15 - Term and Termination

15.1 Term. Unless otherwise agreed upon, all agreements are valid for one (1) year from the date of signature of the contractual document by all Parties. The agreement shall automatically renew upon its expiration for additional periods of one (1) year, provided no Party has notified the other of non-renewal, as indicated in subsection 15.2.

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 and SOPHiA GENETICS finishes any and all on going analysis under any existing schedule of work. The Customer shall pay SOPHiA GENETICS for all work completed through the date of termination.

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.

Section 16 - Jurisdiction

These Terms and Conditions shall be governed and be exclusively subject to the laws of Switzerland. The applicability of the UN Convention on the International Sales of Goods is hereby excluded. Any dispute arising from these Terms and Conditions shall be settled through the competent courts of Lausanne, Switzerland.