

# SOPHiA DDM™

## Service Level Agreement

**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.

**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.

**3 Support.** Support for the use of the SOPHiA DDM Platform is offered free of charge to Customer. Any request should be submitted to [support@sophiagenetics.com](mailto:support@sophiagenetics.com). The request shall be deemed received once Customer receives an e-mail confirmation of receipt from SOPHiA GENETICS. SOPHiA GENETICS and/or its Affiliates shall provide support services in accordance with its internal policies and at its sole discretion. Upon Customer’s request, SOPHiA GENETICS and/or its Affiliates may access Customer’s account on the SOPHiA DDM Platform for the purpose of providing the support services. SOPHiA GENETICS and/or its Affiliates will use reasonable commercial efforts to resolve Customer’s request as soon as possible. Customer shall receive a notification once its request has been resolved. SOPHiA GENETICS and/or its Affiliates offers support from Monday through Friday during regular business hours (in both Central European Time and Eastern Standard Time) except during banking holidays (at the site where the support is located). For the avoidance of doubt, the support services do not include, without limitation, any request related to additional features or data access.

**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.