

# General Terms and Conditions

## Preamble

These terms and conditions (the “**Terms and Conditions**”) govern the use and delivery of Products and Services by SOPHiA GENETICS to the customer identified in a Purchase Agreement (“**Customer**”). Customer may not order or use the Services and/or the Products (as defined herein), without first accepting the Terms and Conditions.

Customer hereby represents and warrants that the representative signing a Purchase Agreement holds the powers to legally bind Customer to these Terms and Conditions.

Any amendment to these Terms and Conditions must be agreed to in writing by both SOPHiA GENETICS and Customer. Any terms proposed by Customer, which add to, vary from, and/or conflict with the terms of the Contract shall be void, and the terms of the Contract shall govern. For the sake of clarity, it is understood that in the event of contradiction between these Terms and Conditions, a Purchase Agreement, and a Purchase Order, the order of interpretation shall be as follows: 1. the Purchase Agreement; 2. these Terms and Conditions and 3. a Purchase Order. In addition, in the event of contradiction between the English version and the version in another language, the English version shall prevail.

## Section 1 - Definitions

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

“**Affiliate**” shall refer to any entity that directly or indirectly controls, is controlled by, or is under common control with a party. “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or the right to direct the management of the entity.

“**Authorized Users**” shall refer to individual users identified in a written notice provided by Customer to SOPHiA GENETICS from time to time and as agreed by SOPHiA GENETICS.

“**Bundle Solution**” shall refer to SOPHiA GENETICS’ commercial offering combining a set of Reactions and the analysis of Customer Data by SOPHiA GENETICS and the delivery of the results.

“**Contract**” shall refer to a Purchase Agreement together with these Terms and Conditions and any applicable Purchase Order under such Purchase Agreement.

“**Customer Data**” shall refer to the data uploaded by Customer and/or any of its Authorized Users to the SOPHiA DDM Platform.

“**Dry Lab**” shall refer to SOPHiA GENETICS’

commercial offering consisting of the analysis of Customer Data by SOPHiA GENETICS and the delivery of the results.

“**Insights**” shall refer to aggregated, anonymized, statistical data that is derived from the results of analysis performed by SOPHiA GENETICS and its Affiliates and that can be shared with its Affiliates and third parties.

“**NGS**” shall refer to Next Generation Sequencing.

“**Personal Data**” shall refer to any information related to an identified or identifiable natural person.

“**Products**” shall refer to any products identified in a Purchase Agreement and/or a Purchase Order. Products may include without limitation, Reactions.

“**Purchase Agreement**” shall refer to a document identified as a purchase agreement or any other agreement that (i) references these Terms and Conditions, (ii) describes the Services and/or the Products to be provided by SOPHiA GENETICS and certain other material terms pertaining to the provision of such Services and/or Products, and (iii) is agreed to by and between Customer and SOPHiA GENETICS.

“**Purchase Order**” shall refer to an order submitted to SOPHiA GENETICS pursuant to a Purchase Agreement identified in such order and accepted in writing by SOPHiA GENETICS.

“**Reaction**” shall refer to tubes containing NGS probes as designed by SOPHiA GENETICS, its Affiliates or a third-party, and included in the Bundle Solution.

“**Service Level Agreement**” shall refer to the current version of SOPHiA GENETICS and its Affiliates’ service level agreement set forth at <https://www.sophiagenetics.com/legal-documents/>, as amended from time to time.

“**Services**” shall refer to (i) Dry Lab, Bundle Solution and/or SOPHiA Integrated, including the provision of access to and the use of the SOPHiA DDM platform, and (ii) any other services described in a Purchase Agreement or a Purchase Order.

“**SOPHiA DDM Platform**” shall refer to SOPHiA GENETICS’ Software as a Service offering that enables Authorized Users to upload and analyze Customer Data.

“**SOPHiA GENETICS**” shall refer to the SOPHiA GENETICS’ legal entity identified in the Purchase Agreement.

“**SOPHiA Integrated**” shall refer to SOPHiA GENETICS’ commercial offering consisting of the complete service solution starting from the pick-up of the samples up to the analysis of Customer Data by SOPHiA GENETICS and the delivery of the results.

**“SOPHiA Technology”** shall refer to SOPHiA GENETICS’ (and/or its Affiliates) algorithms, software, source code, object code, scripts, networks, equipment, data, platforms, hardware, and other technology underlying or used in connection with the provision of Services. SOPHiA Technology includes, without limitation, the SOPHiA DDM Platform.

**“Term”** shall refer to the period of time commencing on the effective date set forth in the Purchase Agreement and continuing for the period of time set forth in the Purchase Agreement. Upon the expiration of such period, and unless otherwise provided in the Purchase Agreement, the Term shall automatically renew for additional one-year periods unless a party notifies the other party of its intent to not renew at least sixty (60) days prior to the expiration of the initial Term or the then-current renewal Term, unless terminated earlier pursuant to Sections 2. and 13.

## **Section 2 - Appropriate use of the Products and/or the Services**

**2.1. Terms of use.** Subject to full compliance by Customer with the terms of the Contract, SOPHiA GENETICS (and/or its Affiliates) grants to Customer during the Term of the Contract, a non-exclusive, non-transferable (in whole or in part), worldwide right for its Authorized Users to access the SOPHiA DDM Platform for internal use solely in connection with the specific Services and Products purchased pursuant to the terms of the applicable Purchase Agreement. No other use of the SOPHiA DDM Platform shall be allowed.

This right of use is granted for unlimited Authorized Users declared by Customer to SOPHiA GENETICS in writing. Any access or use of the SOPHiA DDM Platform by users not declared to SOPHiA GENETICS is strictly forbidden.

**2.2. Covenants.** Customer covenants and agrees to use the Products and Services, including without limitation the SOPHiA DDM Platform, 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 Products, the Services and/or the SOPHiA DDM Platform except as provided in the Contract;
- Reproduce, copy, transfer, transmit, summarize, integrate, alter, modify, move, remove, extract or redistribute, permanently or temporarily, on whatever media or in any manner whatsoever, all or part of the Products, the Services, the SOPHiA Technology, or any of their content, components or constitutive elements, design elements, graphical user interface and source codes, nor SOPHiA GENETICS’ (and/or its Affiliates) names, logos, trademarks or distinctive signs, without the prior written authorization from SOPHiA GENETICS;
- Translate, reverse engineer, adapt, analyze, compile, decompile or disassemble in any way or perform any other operation intended to access all or

part of the Products, the Services or the SOPHiA Technology, or attempt to do so;

- Rent, lease, sell, resell, assign, sublicense or otherwise transfer the Products, the Services or the SOPHiA Technology, or any part thereof;
- Merge all or part of the Products, the Services or the SOPHiA Technology, into other computer programs or create derivative works therefrom;
- Make any changes to the Products, the Services or the SOPHiA Technology, of any nature whatsoever, as this right is exclusively reserved to SOPHiA GENETICS (and/or its Affiliates);
- Download, distribute or publish in any other way, through the usage of the Products, the Services or the SOPHiA Technology, any content, information or other material that could (i) violate or infringe the rights of any third-party; (ii) be libelous, 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;
- Allow, directly or indirectly, by advice, help or assistance, any third-party to carry out any of the abovementioned acts or to infringe SOPHiA GENETICS’ and/or its Affiliates’ intellectual property rights.

In addition, Customer covenants to inform SOPHiA GENETICS as soon as it becomes aware of any hacking or any illegal or improper use of the Services, the Products and/or the SOPHiA Technology, or any part thereof.

Customer shall ensure that its Authorized Users and any other person accessing or using the Products, the Services and/or the SOPHiA DDM Platform on behalf of Customer comply with and respect the Contract, including this Section 2.

**2.3. Customer account information.** SOPHiA GENETICS shall provide to Customer usernames, passwords and authentication tokens, with which the Authorized User(s) may access the SOPHiA DDM Platform. These log-in credentials are, and shall remain private and confidential. Customer shall ensure that each Authorized User keeps their log-in credentials confidential and not to disclose them in any manner whatsoever. Customer will immediately inform SOPHiA GENETICS in the event of (i) loss or theft of log-in credentials, or (ii) a person other than the applicable Authorized User is aware of such Authorized User’s log-in credentials. In such case Customer shall follow the instructions indicated by SOPHiA GENETICS. Customer shall be responsible for the use of the SOPHiA DDM Platform through log-in credentials allocated to it.

**2.4. Suspect activity - Monitoring.** SOPHiA GENETICS reserves the right (on its own, by, or on behalf of, its Affiliates) to monitor, without further notice, Customer’s use of the Services and the SOPHiA DDM Platform, and Customer consents thereto by its acknowledgement of these Terms and Conditions and its use of the Products, the Services and/or the SOPHiA DDM Platform. SOPHiA GENETICS’ monitoring may include, without limitation, the monitoring, intercepting, accessing, recording,

disclosing, inspecting, reviewing, and retrieving, of logs, data entries and data transfers, recordings, and other uses of the Products, the Services or the SOPHiA DDM Platform. SOPHiA GENETICS and/or its Affiliates may also store copies of such data and communications after they are created and may delete such copies from time to time without notice.

In addition, SOPHiA GENETICS and/or its Affiliates may collect aggregated information of Customer's activities while using the Products, Services, and/or the SOPHiA DDM Platform (including through, but not limited to, the use of cookies), (i) to respect SOPHiA GENETICS' legitimate interests, (ii) to improve and/or develop the Products, the Services, the SOPHiA Technology and/or any other products and services, and (iii) to compile statistics, or select suppliers or promote the Products, the Services, the SOPHiA Technology and/or any other products and services.

**2.5. Complaints.** In the event Customer reports deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Product or a Service after its release (a "Complaint"), Customer grants to SOPHiA GENETICS and/or its Affiliates the right to access its account for the purpose of managing the Complaint and to meet any applicable regulatory requirements. No additional consent or approval of Customer shall be necessary. By reporting a Complaint to SOPHiA GENETICS, Customer shall be deemed to consent to SOPHiA GENETICS and/or its Affiliates immediate access of its account.

**2.6. Service Level Agreement.** SOPHiA DDM Platform shall be available in accordance with the Service Level Agreement.

**2.7. 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.

**2.8. Changes, evolution or improvement.** In the event of any change, evolution or improvement of the Dry Lab, the Bundle Solution, the SOPHiA Integrated and/or the relevant SOPHiA Technology, SOPHiA GENETICS will notify Customer in writing thereof within thirty (30) days prior

the implementation. If such change, improvement or evolution has a material adverse effect on the relevant Dry Lab, Bundle Solution, SOPHiA Integrated, then Customer, as its sole and exclusive remedy shall have the right to terminate the applicable Purchase Agreement by providing to SOPHiA GENETICS written notice of the same within thirty (30) days following the date such change, improvement or evolution is implemented. In such case, SOPHiA GENETICS will refund any prepaid fees covering the remainder of the term of the Purchase Agreement following the effective date of termination.

#### **2.9. Modifications to the SOPHiA DDM Platform.**

Notwithstanding Section 2.8, unless otherwise agreed in the Purchase Agreement, Customer acknowledges and agrees that SOPHiA GENETICS may at any time make modifications to the SOPHiA DDM Platform, at its sole discretion and without prior notice or consent of Customer, provided that any such modification does not materially reduce the performance or functionality of the SOPHiA DDM Platform. All other modifications to the SOPHiA DDM Platform may be made by SOPHiA GENETICS subject to the conditions set out in the update cycle agreed between the parties.

#### **2.10 Terms applicable to certain Products and Services**

##### **2.10.1. SOPHiA Integrated.**

Customer purchase SOPHiA Integrated will be performed by SOPHiA GENETICS and/or a third-party mandated by SOPHiA GENETICS. Customer shall not solicit such third-party outside the scope of the SOPHiA Integrated for the Term and for one (1) year thereafter. SOPHiA GENETICS shall not be liable towards Customer for any third-party misconduct or negligence.

##### **2.10.2. Reactions.**

2.10.2.1. The use by Customer of any reactions other than the Reactions shall be deemed a breach of the Contract and is at Customer's own risk. Further, Customer shall use the Reactions within the shelf-life stated on the Product. SOPHiA GENETICS disclaims all warranties express or implied (including under Sections 3.1 and 3.3) in the event Customer uses reactions other than the Reactions or uses any Reaction after expiration of its shelf-life.

2.10.2.2. If the number of analysis uploaded to the SOPHiA DDM Platform exceeds the number of Reactions ordered by Customer, SOPHiA GENETICS reserves the right to invoice Customer for the additional Customer Data analysis uploaded to the SOPHiA DDM Platform in accordance with the conditions set forth in Section 5, and Customer shall remit payment for such invoice according to the payment terms described in Section 5.

### **Section 3 - Limited warranty and liability**

**3.1 Warranties for the Services.** SOPHiA GENETICS warrants (i) that the Services shall be performed by it in accordance with the industry standards that are applied on the effective date of the applicable Purchase Agreement. SOPHiA GENETICS warrants that it shall

perform the Services in compliance with applicable law, and (ii) that to SOPHiA GENETICS' knowledge, the Services, including without limitation the SOPHiA DDM Platform, when used by Customer during the Term in accordance with the Contract shall not infringe the intellectual property rights of any third-party.

3.2 Remedies for breach of Service warranties. In the event of non-performance of the Services or breach of the warranties specified in Section 3.1, SOPHiA GENETICS shall, as Customer's sole and exclusive remedy for such non-performance or breach, re-perform the Services or take the applicable actions set forth in the Service Level Agreement.

3.3 Warranties for Products. SOPHiA GENETICS warrants (i) that at the time of delivery, the Products will conform to SOPHiA GENETICS' specifications (if any) set forth in the applicable Purchase Agreement, and (ii) that to SOPHiA GENETICS' knowledge, the Products, when used by Customer during the Term in accordance with the Contract shall not infringe the intellectual property rights of a third-party.

3.4 Remedies for breach of Product warranties. In the event a Product fails to meet the warranty set forth in Section 3.3 (i), Customer shall promptly (but in any case, within two (2) business days in case of visible defects and within thirty (30) days in case of hidden defects) communicate in writing such claim to SOPHiA GENETICS. Upon receipt of such notice, SOPHiA GENETICS shall evaluate the validity of the claim. In the event SOPHiA GENETICS agrees with such claim, SOPHiA GENETICS shall, as Customer's sole and exclusive remedy for the failure to meet such warranty, replace the applicable Products with conforming Products. Customer shall ensure the return of the originally shipped Products to SOPHiA GENETICS, at SOPHiA GENETICS' request and expense. If SOPHiA GENETICS determines that a returned Product complied with the specifications at the time of delivery, Customer will promptly reimburse SOPHiA GENETICS for any shipping charges paid by it.

3.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.1 AND 3.3, THE PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION THE PROVISION OF ACCESS TO AND THE USE OF THE SOPHiA TECHNOLOGY) ARE PROVIDED "AS IS," EXCLUSIVE OF ANY OTHER WARRANTY WHATSOEVER, AND NEITHER SOPHiA GENETICS NOR ITS AFFILIATES MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SOPHiA GENETICS AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCTS AND SERVICES AND THE INTERPRETATION, DIAGNOSIS AND USE OF THE RESULTS GENERATED IN CONNECTION WITH THE PRODUCTS AND SERVICES. 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.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FOR RESEARCH USE ONLY AND/OR CUSTOM PRODUCTS AND SERVICES, CUSTOMER ACKNOWLEDGES THAT (I) THE PRODUCTS AND SERVICES HAVE NOT BEEN APPROVED, AUTHORIZED OR LICENSED BY ANY REGULATORY ENTITY OR UNDER ANY APPLICABLE LAW OR REGULATION, WHETHER FOREIGN OR DOMESTIC, FOR ANY SPECIFIC INTENDED USE, WHETHER RESEARCH, COMMERCIAL, DIAGNOSTIC OR OTHERWISE, AND (II) CUSTOMER SHALL ENSURE THAT IT HAS UNDERTAKEN ALL NECESSARY REGULATORY CERTIFICATIONS, APPROVALS, AUTHORIZATIONS AND REGISTRATIONS FOR CUSTOMER'S INTENDED USES OF THE PRODUCTS OR SERVICES. CUSTOMER FURTHER AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE USE, MAINTENANCE AND DISPOSAL OF THE PRODUCTS AND SERVICES.

3.6 Limitation of liability. SOPHiA GENETICS shall use commercially reasonable endeavors during the fulfilment of its obligations under the Contract. Except as specifically provided in this Section 3, SOPHiA GENETICS and its Affiliates shall have no liability for Customer's use of the Products, the Services and/or the SOPHiA Technology or for any damage caused by errors or omissions in any information provided to SOPHiA GENETICS or its Affiliates by Customer or any third-party mandated by Customer in connection with the Products, the Services and/or the SOPHiA Technology. In addition, SOPHiA GENETICS and its Affiliates shall under no circumstances be liable for any consequential or indirect damage or loss, however caused. In this regard, the parties expressly agree that the following shall be construed as indirect damages: (i) any loss of business or profits in the ordinary course, (ii) loss of customers/patients, (iii) loss of productivity, (iv) loss of contracts or orders, (v) loss of goodwill, (vi) damage to image or reputation, (vii) damage to trading relationships, (viii) other financial loss, and (ix) any damage suffered by a third-party. SOPHiA GENETICS and its Affiliates 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 Products, the Services, and/or the SOPHiA Technology, by Customer or any third-party mandated by Customer. In no event shall the liability of SOPHiA GENETICS exceed the amount invoiced by SOPHiA GENETICS to Customer during the twelve (12) months preceding the event giving rise to SOPHiA GENETICS' liability, nor shall SOPHiA GENETICS be liable for any punitive, special, or other damages. The parties acknowledge that the provisions of this Section are essential to their intent to enter into the Contract and that the agreed price reflects the allocation of risks arising from the contractual relationship, the resulting limitation of liability and the economic balance desired by the parties.

3.7 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, pandemic, lightning, hacking or any other unauthorized access, control or intrusion in the IT infrastructure of SOPHiA GENETICS, bandwidth-based attacks, DDoS, ransomware or any other malware, 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 4 - Orders and delivery

**4.1 Dry Lab orders.** A Dry Lab is considered to be ordered as soon as Customer uploads Customer Data onto the SOPHiA DDM Platform. Such upload shall be invoiced in accordance with Section 5.2.1. For the sake of clarity, no purchase order or any other document shall be required for the performance and invoicing of Dry Lab, except if the parties agree on prepayment conditions as described in Section 5.2.1.

Customer may pre-order Dry Lab to the extent agreed upon in writing by the parties. For this purpose, Customer shall send a Purchase Order with the quantity of analysis requested to [orders@sophiagenetics.com](mailto:orders@sophiagenetics.com). Customer shall provide the information requested by SOPHiA GENETICS to process such Purchase Order, such as the reference number of the relevant Purchase Agreement. Purchase Orders shall not be binding on SOPHiA GENETICS unless and until confirmed in writing by SOPHiA GENETICS. Purchase Orders may only be modified or cancelled upon the prior written consent (which includes email) of SOPHiA GENETICS. SOPHiA GENETICS may invoice Customer for the pre-ordered Dry Lab in case of cancellation or modification by Customer of any Purchase Order.

**4.2. Dry Lab delivery.** The Dry Lab shall be deemed completed once the analysis of Customer Data is published on SOPHiA DDM Platform.

**4.3. Bundle Solution orders.** Should Customer wish to place an order for Bundle Solution, it shall do so by sending a Purchase Order with the quantity of Products requested to [orders@sophiagenetics.com](mailto:orders@sophiagenetics.com). Customer shall provide the information requested by SOPHiA GENETICS to process such Purchase Order, such as the reference number of the relevant Purchase Agreement. Purchase Orders shall not be binding on SOPHiA GENETICS unless and until confirmed in writing by SOPHiA GENETICS. Purchase Orders may only be modified or cancelled upon the prior written consent (which includes email) of SOPHiA GENETICS. SOPHiA GENETICS may invoice Customer for Products delivered and/or Services performed in case of cancellation or modification of any Purchase Order.

**4.4. Bundle Solution Reactions delivery.** SOPHiA GENETICS shall deliver the Product to the address indicated by Customer in the Purchase Order. SOPHiA GENETICS shall indicate an expected delivery date in its order confirmation if requested by Customer. SOPHiA GENETICS shall use commercially reasonable endeavors to respect such date, however such date is an estimation and is not binding upon SOPHiA GENETICS. Risk and title to the Products shall be transferred to the Customer once it is

received by Customer at the address of delivery (INCOTERMS 2020 DAP, Customer's address), unless otherwise agreed in writing. If the delivery is delayed as a result of an act or omission of Customer, SOPHiA GENETICS reserves the right to store the Products at Customer's expense and risk. Customer shall be solely responsible to ensure that the importing procedures of the Products, if any, are conducted in a timely manner. Upon delivery, Customer shall inspect the Products to ensure that they comply with the confirmed order specifications. Customer shall have two (2) business days to report to SOPHiA GENETICS any defects and/or non-conformities of the delivered Products. Further to that deadline, the Products shall be deemed to have been irrevocably accepted by Customer, unless a hidden 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 such claim to be valid, the remedies set forth in Section 3.4 shall apply.

In addition, Customer expressly agrees that analysis associated with any Purchase Order for Bundle Solution shall be deemed fully complete upon the earlier of (i) twelve (12) months following the date of delivery of the corresponding Reactions or (ii) the date Customer Data is uploaded in SOPHiA DDM Platform.

**4.5. SOPHiA Integrated order.** Should Customer wish to place an order for SOPHiA Integrated, it shall do so by sending a Purchase Order with the quantity of SOPHiA Integrated requested to [orders@sophiagenetics.com](mailto:orders@sophiagenetics.com). Customer shall provide the information requested by SOPHiA GENETICS to process the Purchase Order, such as the reference number of the relevant Purchase Agreement. Purchase Orders shall not be binding on SOPHiA GENETICS unless and until confirmed in writing by SOPHiA GENETICS. Purchase Orders may only be modified or cancelled upon the prior written consent (which includes email) of SOPHiA GENETICS. SOPHiA GENETICS may invoice Customer for Products already delivered and/or Services already performed in case of cancellation or modification of any Purchase Order.

Customer shall select a place, date and time for the pick-up of samples in compliance with the Purchase Order. Shipment of such samples shall be organized by SOPHiA GENETICS (unless agreed otherwise in writing), and in compliance with applicable laws and regulations. Customer shall be solely and exclusively responsible to ensure the correctness of the packaging and shipping samples. The shipment of samples shall remain at the risk and under the responsibility of Customer until its delivery to SOPHiA GENETICS or its designated third-party.

**4.6. SOPHiA Integrated delivery.** The delivery of SOPHiA Integrated shall be deemed completed once the analysis of Customer Data is published on SOPHiA DDM Platform for the samples ordered. 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 otherwise be destroyed.

**4.7. Other Products and Services order.** Should Customer wish to place an order for other Products and

Services, it shall do so by sending a Purchase Order to [orders@sophiagenetics.com](mailto:orders@sophiagenetics.com). Customer shall provide the information requested by SOPHiA GENETICS to process the Purchase Order, such as the reference number of the relevant Purchase Agreement. Purchase Orders shall not be binding on SOPHiA GENETICS unless and until confirmed in writing by SOPHiA GENETICS. Purchase Orders may only be modified or cancelled upon the prior written consent (which includes email) of SOPHiA GENETICS. SOPHiA GENETICS may invoice Customer for Products already delivered and/or Services already performed in case of cancellation or modification of any Purchase Order.

**4.8. Other Products and Services delivery.** The conditions of delivery of other Products and Services shall be set forth in the relevant Purchase Agreement or Purchase Order.

## Section 5 - Payment conditions

**5.1 Fees.** Customer agrees to pay for the Products and Services in the amount set forth in the applicable Purchase Agreement.

### 5.2 Invoicing.

**5.2.1 For Dry Lab.** Unless the parties otherwise agree in writing, Customer shall be invoiced on a monthly basis for its usage of Dry Lab based on the number of analysis of Customer Data performed. The number of analysis performed by Customer within a given month shall be determined solely by SOPHiA GENETICS based upon the relevant information within the SOPHiA DDM Platform.

In the event the parties have agreed in the Purchase Agreement or otherwise in writing that Customer will prepay for Dry Lab, Customer shall be invoiced after SOPHiA GENETICS' confirmation of a valid Purchase Order referencing the specific number of analysis requested.

**5.2.2 For Bundle Solutions.** SOPHiA GENETICS shall be entitled to invoice Customer on the date of the delivery of the Reactions.

Pursuant to Section 2.10.2.2, in the event of a discrepancy between the number of Reactions ordered by Customer and the number of analysis uploaded on SOPHiA DDM Platform, SOPHiA GENETICS may invoice Customer for the number of analysis uploaded on SOPHiA DDM Platform exceeding the number of Reactions ordered.

**5.2.3 For SOPHiA Integrated.** Customer shall be invoiced on the date of the delivery of SOPHiA Integrated, as described in Section 4.6, unless otherwise agreed between the parties.

**5.2.4 For other Products and Services.** Customer shall be invoiced in accordance with the conditions set forth in the relevant Purchase Agreement or Purchase Order.

**5.3 Payment term.** Invoices are payable by bank transfer (wires and ACH) within thirty (30) days of the date of their issuance, without any deduction, except for those deductions previously agreed upon in writing. Unless otherwise agreed in the Purchase Agreement, other

methods of payments are not accepted. For any issue regarding invoicing, Customer may contact [receivables@sophiagenetics.com](mailto:receivables@sophiagenetics.com). In the event Customer does not pay any invoice when due, Customer shall be deemed to be in default. Upon Customer's default, SOPHiA GENETICS may choose, at its sole and entire discretion, to disable Customer's access to any or part of the Services and/or to block any orders being processed. Furthermore, SOPHiA GENETICS shall apply a monthly interest rate equal to the maximum interest rate allowed by law up to a maximum of 10% per year (accrued on a day per day basis), starting on the first day of default up until Customer remedies the default.

**5.4 Custom duties, charges, costs and taxes.** Notwithstanding any other provision of the Contract, including, without limitation Section 4.4, any and all taxes (including VAT), bank charges, custom duties, levies charges, transportation costs, shipping costs, or other duties payable to applicable authorities shall be at Customer's own and entire expense.

**5.5 Price changes.** The parties agree that SOPHiA GENETICS may increase the prices of the Services and/or the Products by up to three (3) percent per calendar year, notwithstanding the application of Section 5.7.

**5.6 Increased cost.** Notwithstanding Section 5.5, SOPHiA GENETICS reserves the right to increase the prices of the Services and/or the Products by more than three (3) percent in any given calendar year to reflect any increase in SOPHiA GENETICS' costs related to the Services and/or Products, 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 the Services and/or the Products by giving at least 30-days prior notice to Customer.

**5.7 Currency fluctuation.** For the purpose hereof, "Base Currency" means Swiss Francs (CHF), the lawful currency of Switzerland governed by the Swiss National Bank.

Prices referred to in the Purchase Agreement that are not denominated in the Base Currency (the "Contractual Currency") are set in accordance with the foreign exchange value against the Base Currency as published by the Central Bank governing the Base Currency on the date prior to the date of execution of the Purchase Agreement. Currency fluctuations shall be borne by Customer. In the event the foreign exchange value of the Contractual Currency declines against the Base Currency by more than three (3) percent at any time, SOPHiA GENETICS reserves the right to revise the price of the Products and/or Services in the Contractual Currency. SOPHiA GENETICS shall notify any such price adjustment by giving at least 15-days prior notice to Customer. During this transition period, SOPHiA GENETICS shall be entitled to refuse purchase orders at its sole discretion.

## Section 6 - Confidentiality

The parties shall treat as confidential any and all information disclosed in connection with the Contract during the Term 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 but not limited to: (i) in the case of Customer, Customer Data; (ii) in the case of SOPHiA GENETICS and its Affiliates, any information relating to the Products, the Services and/or SOPHiA Technology and related documentation; (iii) without prejudice to Section 10, in the case of SOPHiA GENETICS and its Affiliates, any information relating to its customers, providers, representatives and employees; and (iv) the provisions of the Contract.

The parties shall keep strictly confidential all Confidential Information, shall only use it for the performance of the Contract and shall not communicate it to any third-party. The parties undertake that the foregoing duty of confidentiality shall be respected in all circumstances by their employees or agents or any professional working in their name or on their behalf.

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 Contract, 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, or
- (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 and its Affiliates may also disclose confidential information for internal quality control purposes.

The obligations set forth in this Section 6 shall remain in full force and effect during the Term and for a period of five (5) years after its expiration or termination.

## **Section 7 - Customer Data and Data Protection**

**7.1. Ownership.** Customer shall own all right, title and interest in and to all Customer Data uploaded by Customer (or its Authorized 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 the Products. Customer represents and warrants that (i) it is and will at all times remain duly and effectively authorized to provide Customer Data to SOPHiA GENETICS, (ii) it has obtained and will maintain all necessary rights and authorization for such communication and processing by SOPHiA GENETICS and

its Affiliates in accordance with the Contract, (iii) it has informed the data subject about the processing in accordance with the Contract, and (iv) Customer Data are adequate, relevant, limited to the purposes of the processing and up-to-date. Customer indemnifies SOPHiA GENETICS and its Affiliates and their directors, officers, employees, agents and other representatives against any demands, actions or claims emanating from a data subject whose Customer Data would be or is processed as part of the performance of the Contract.

**7.2 License.** Customer hereby grants to SOPHiA GENETICS and its Affiliates, a non-exclusive, worldwide, perpetual, royalty-free license to collect, process, use, store, and transfer Customer Data as permitted in the Contract and in accordance with applicable laws. As part of the performance of its contractual obligations, 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.

**7.3 Encryption.** The parties acknowledge and agree that when performing their respective contractual obligations, only coded and/or encrypted data will be transmitted, all in accordance with SOPHiA GENETICS’ service procedures. Once a new run is uploaded on the SOPHiA DDM Platform, the system shall pseudonymize such data by providing a randomized identification number. In addition, patient private information (including name, address, phone number, etc.) shall be segregated and adequately protected.

**7.4 Processing.** Without prejudice to sections 7.7 and 7.8, Customer Data shall be processed in compliance with the Contract and in accordance with SOPHiA GENETICS’ policies and procedures. Customer agrees that SOPHiA GENETICS and its Affiliates are permitted to process Customer Data in the following manner: (i) for the performance of its contractual obligations vis-à-vis Customer; (ii) to pseudonymize and anonymize Customer Data; (iii) for its legitimate interests such as for statistical, scientific and/or research purposes (e.g. for the development of Insights); (iv) for inclusion in clinical trials as part of the SOPHiA Trial Match program when applicable; (v) in order to develop and/or improve the Products, the Services, the SOPHiA Technology and/or any other products and services offered by SOPHiA Genetics and its Affiliates; and/or (vi) as permitted and/or required by applicable laws and regulations. It is understood that Customer Data shall not be processed outside the scope indicated in this Section, unless specifically authorized by Customer.

**7.5. Transfer.** Customer acknowledges and accepts that SOPHiA GENETICS will transfer the samples and/or the Customer Data to third-parties and/or its Affiliates for purposes of performing SOPHiA GENETICS’ obligations under the Contract. In such case, SOPHiA GENETICS shall implement the appropriate safeguards as required by applicable laws.

**7.6 Backup and recovery of Customer Data.** As part of its contractual obligations, SOPHiA GENETICS will maintain a backup of Customer Data in accordance with the backup

and recovery processes specified in SOPHiA GENETICS' service procedures. In the event of any loss or damage to Customer Data, 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 its service procedures. SOPHiA GENETICS and its Affiliates 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).

**7.7 Destruction and return of Customer Data.** Upon Customer's request to destroy or return Customer Data identified by Customer, the parties shall determine the conditions of such destruction or return, in accordance with applicable laws and regulations. For this purpose, Customer acknowledges and accepts that SOPHiA GENETICS (or its Affiliate) may keep the backup of Customer Data for archiving purposes. Unless a longer period is agreed in the Purchase Agreement, Customer Data will be available to Customer for the period required under applicable law. SOPHiA GENETICS may charge a fee for data storage and/or access, destruction and return requests as specified in the Purchase Agreement.

**7.8 GDPR Addendum.** If the European General Data Protection Regulation ("GDPR") applies, Customer shall be bound by the terms of SOPHiA GENETICS' GDPR Addendum, which may be found at <http://www.sophiagenetics.com/legal/legal.html>.

**7.9 HIPAA.** 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 8 - Regulatory**

Customer shall comply with all applicable laws and regulations in its handling and use of the Products, the Services and/or the SOPHiA DDM Platform.

The technical specificities of the Products require compliance with traceability rules. Customer undertakes to comply with all traceability rules which apply to the Products ordered or in use. SOPHiA GENETICS and its Affiliates shall not be held responsible for the absence of compliance with these rules after delivery of Product. Customer shall not resell SOPHiA GENETICS's Products to any third-party without the prior express written consent of SOPHiA GENETICS.

## **Section 9 - Intellectual property rights**

**9.1 SaaS.** All software, including without limitation the software provided within the SOPHiA DDM Platform, or otherwise provided as part of the Services, is provided as a service and is not sold.

**9.2 No transfer of IP.** SOPHiA GENETICS and/or its Affiliate(s) shall retain all right, title and interest in and to the Products, the Services and the SOPHiA Technology. Nothing in the Contract shall be deemed to transfer any ownership rights or license to Customer in or to the Products, the Services or the SOPHiA Technology, except the limited right to use described in Section 2.1.

**9.3 Suggestions.** Customer hereby agrees to assign to SOPHiA GENETICS and its Affiliates, any and all rights in and to ideas, improvements, modifications, features, functionality, or any other suggestions communicated to SOPHiA GENETICS.

## **Section 10 - Referencing**

Customer hereby authorizes SOPHiA GENETICS and its Affiliates to disclose information to third parties about their business relationship with Customer and to mention Customer as a customer using the Services and/or the Products. For this purpose, Customer grants to SOPHiA GENETICS and its Affiliates during the Term, a non-exclusive, non-transferable, worldwide license to use and reproduce Customer's corporate names, logos and trademarks.

Any public communication by Customer about SOPHiA GENETICS or its Affiliates must be submitted to SOPHiA GENETICS at first for its prior written approval.

## **Section 11 - Insurance - Indemnification**

Throughout the Term, and at all times that SOPHiA GENETICS performs Services for Customer, Customer represents, warrants and covenants that it will maintain in full force and effect, at Customer's expense, insurance coverage reasonably sufficient to cover Customer's liability under the Contract.

Customer shall indemnify, defend, and hold harmless SOPHiA GENETICS and its Affiliates and each of their directors, officers, employees, agents and other representatives from and against any and all third-party demands, actions, claims, losses, costs, or damages (including attorney's and expert's fees and costs), arising out of or in connection with: (i) Customer's performance of the Contract; (ii) Customer's use of the Products, the Services and/or the SOPHiA Technology; or (iii) Customer's negligence or willful misconduct.

## **Section 12 - Anti-corruption and export control**

Customer agrees and undertakes that it will fully comply with the highest ethical standards and all applicable laws, regulations, orders, ordinances, resolutions, decrees or restrictive measures and/or other requirements having the force of law, 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.

The Products provided to Customer may be subject to applicable export control laws and regulations of (including, without limitation) the United Nations Organization, the European Union and the United States of America. Customer agrees that Products will not be used, in their entirety or in part, directly or indirectly in support of activities, sectors and destinations restricted or prohibited by the European Union, the United States of America or any other applicable jurisdiction, unless a specific exemption applies under such applicable laws and regulations.

## **Section 13 - Term - Termination**

**13.1 Term.** The Contract shall continue for the Term unless terminated earlier pursuant to Section 2.8 or this Section 13.

**13.2 Termination without cause.** Prior to the expiration of the Term, SOPHiA GENETICS may terminate the Contract for any reason, provided SOPHiA GENETICS gives Customer sixty (60) days prior written notice. In such case, SOPHiA GENETICS shall finish any and all ongoing analysis. Customer shall pay SOPHiA GENETICS for all work completed in accordance with Section 5.1.

**13.3 Termination for non-usage.** SOPHiA GENETICS may terminate the Contract with immediate effect in the event: (i) Customer has not accessed the SOPHiA DDM Platform for a period of six (6) consecutive months, or (ii) Customer has not ordered the relevant Products or Services described in a Purchase Agreement for a period of twelve (12) consecutive months. If the Contract is terminated by SOPHiA GENETICS pursuant to this Section 13.3, SOPHiA GENETICS will be under no obligation to refund any prepaid fees.

**13.4 Termination for material breach.** Either party may terminate the Contract for material breach by the other party upon thirty (30) days written notice specifying the nature of the breach, and provided such breach has not been cured within such thirty (30) day period. If the Contract is terminated by SOPHiA GENETICS pursuant to this Section 13.4, (i) Customer will pay any unpaid fees covering the remainder of the Term, and (ii) SOPHiA GENETICS will be under no obligation to complete any Services or refund any prepaid fees.

**13.5 Effects of termination.** Except as provided in Section 13.2, upon termination or expiration of the Contract, all rights granted to use the Products, the

Services and/or the SOPHiA DDM Platform, and all related obligations will immediately cease.

**13.6 Survival.** All provisions of a continuing nature and necessary to effectuate the purposes of these Terms and Conditions, including without limitation Sections 1, 2.2, 5, 6, 7, 8, 9, 11, 13, and 16, and any accrued rights to payment and remedies for breach of the Contract, shall survive, in accordance with their terms, the expiration or termination of the Contract.

## **Section 14 - Subcontracting**

SOPHiA GENETICS may subcontract the performance of all or any part of its obligations under the Contract to one or more subcontractors of its choice. SOPHiA GENETICS will remain liable towards Customer for the fulfillment of its obligations under the Contract.

## **Section 15 - Assignment**

Customer may not assign, license, place under lease or management or transfer to any third-party, all or any part of its rights and obligations under the Contract, without the prior written consent of SOPHiA GENETICS. Should SOPHiA GENETICS consent to an assignment, Customer shall remain liable to SOPHiA GENETICS for the execution of the obligations transferred to the assignee.

Upon the occurrence of a change in control (eg. transfer of the majority of voting capital), Customer shall inform SOPHiA GENETICS in writing and without delay. In such event, SOPHiA GENETICS shall be entitled to terminate the Contract at its sole discretion without any obligation to perform Services or any compensation being due.

SOPHiA GENETICS is permitted to assign the Contract to (i) a successor organization acquiring all or substantially all of its assets and/or business (including by means of a merger, acquisition, or similar transaction), or (ii) any entity controlled by, or under common control with, SOPHiA GENETICS or its Affiliates, or its permitted successive assignees or transferees.

## **Section 16 - Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of Queensland, Australia. The applicability of the UN Convention on the International Sales of Goods is hereby excluded. Any dispute arising from the Contract shall be settled through the competent courts of Brisbane, Queensland, Australia.