General Terms and Conditions

These **Terms and Conditions** (the "***Terms***") and, as applicable, related Accepted Order(s) together with any respective appendices are a legal binding agreement governing the relationship between SOPHiA GENETICS, Pty Ltd, a private limited liability company, incorporated, organized and existing under the laws of Australia, having its registered address at Level 14 12 Creek Street, Brisbane QLD 4000, Australia ("***SG***"), and the Customer as identified on applicable Order Forms ("***Customer***"), and Customer's purchase or use of SG's Products and Services described in any existing or future Accepted Order between the Parties.

By doing any of the following: (i) clicking the "*I have read and accepted the General Terms and Conditions and the Privacy Policy*" button displayed when logging into the SG Platform; (ii) using any of the SG's Products and/or Services described in an Accepted Order; (iii) submitting a Purchasing Document referencing an Order Form and/or the Agreement or placing an order through SG's online ordering portal; or (iv) paying an invoice referencing an Order Form and/or the Agreement, Customer agrees to the following terms and conditions governing its use of the Products and Services offered by SG and acknowledges that it has read and understood the Agreement.

In the event of a conflict between a provision of these Terms and any provision set forth in any Accepted Order, these Terms shall control unless the relevant Accepted Order expressly states the intent to supersede such conflicting or inconsistent provision of these Terms. Any purchase order or other ordering document provided by Customer (including any Confirmed Purchasing Document) that contains or incorporates by reference any terms or conditions different from, or in addition to, the terms and conditions set forth in the Agreement shall not be binding on the Parties or be construed to amend the Agreement, even if accepted by SG.

SG and Customer may each be referred to herein individually as a "***Party***" and collectively as the "***Parties***".

Capitalized terms not defined in the body of these Terms shall have the meaning set forth in Schedule A.

1. Services and Products; Licensed Software

1.1 Software Services. Subject to the payment of all applicable Fees, SG shall provide to Customer the Software Services, if any, purchased or subscribed pursuant to an Accepted Order. During the Term of the applicable Accepted Order, subject to the terms of the Agreement, SG hereby grants Customer the right for its Authorized Users to access and use the Software Services solely for Customer's internal use.

1.2 Professional Services. Subject to the terms and conditions of the Agreement, SG will use commercially reasonable efforts to provide the Professional Services, if any, in accordance with the applicable Accepted Order(s).

1.3 Products. Customer agrees to purchase from SG, and SG agrees to sell to Customer the quantity of Products, if any, set forth in Accepted Orders. Customer agrees to use the Products solely: (a) in connection with its use of the Software Services or Licensed Software; and (b) in compliance with any use restrictions set forth in these Terms or any Accepted Order. Delivery of the Products shall be made DAP (Incoterms 2020), unless otherwise agreed in writing. All matters relating to shipment shall be reasonably determined by SG. Customer shall be responsible for all custom duties, shipping, and insurance charges for all Products and, unless otherwise agreed in writing, shall reimburse SG for such charges to the extent such charges are paid by SG.

1.4 Licensed Software. SG will make available to Customer the Licensed Software, if any, identified on Accepted Orders. Subject to and in accordance with the Agreement, including without limitation, payment of all applicable Fees, SG grants Customer during the Term of the applicable Accepted Order a non-transferable, non-exclusive license (without rights to sublicense) to access and use the Licensed Software, and, if applicable, to install one copy per Authorized User of the Licensed Software, in each case solely for Customer's internal use by Authorized Users during the Term of the applicable Accepted Order.

1.5 Updates. If SG provides Customer with an Update of the Licensed Software, Customer shall install and use such Update. If Customer fails to install the latest Update provided to it, SG reserves the right, subject to a three (3) months' written notice, to remotely block use of the Licensed Software without any compensation.

1.6 Support. Support services will be provided by SG in accordance with the provisions of our Support Services Level Agreement as published here: https://www.sophiagenetics.com/legal-documents/ (as amended from time to time) ("***Support SLA***"). The terms of the Support SLA shall be fully incorporated by reference to the Agreement and shall form an integral part of the Agreement.

1.7 Subscription Through Third Party. SG authorizes certain third parties to resell the Services. Customer's use of the Services purchased through an authorized reseller is governed solely and exclusively by these Terms, except for subscription term, payment, fees, and delivery terms that are contracted directly between Customer and reseller. By purchasing through a reseller, Customer expressly agrees to abide by these Terms, as may be updated from time to time.

1.8 Storage. Unless agreed otherwise in an Accepted Order, the Services include 5 (five) years of storage of Customer Data uploaded on the SG Platform in accordance with the provisions of Section 5.2 below; provided that, after ninety (90) days, (i) FASTQ, BAM & VCF files may be archived; and
(ii) retrieval of archived data may be reasonably delayed, and SG shall be permitted to charge Customer for associated costs, to the extent permitted under applicable laws, rules and regulations. For the avoidance of doubt, Customer may retrieve the Customer Data in accordance with the provisions of these Terms and, where applicable, the specific provisions of the Cloud Service Technical Documentation.

2. Use Restrictions; Order Processing

2.1 Use Restrictions. Customer shall not, and shall not permit its Representatives or Authorized Users, to access or use the SG Technology or the Products except as expressly permitted by the Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure that its Representatives shall not, except as the Agreement expressly permits:
(a) copy (except for one backup copy of Licensed Software), modify or create derivative works or improvements of the SG Technology or Products; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software Services, SG Technology, or Products to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of SG Technology, in whole or in part; (d) bypass or breach any security device or protection used by the Software Services, SG Technology or Products, or access or use the Software Services, SG Technology, or Products other than by an Authorized User through the use of their own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Software Services, SG Technology, or Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Services, SG Technology or Products, or SG's provision of services to any third party, in whole or in part; (g) access or use the Software Services, SG Technology, or Products in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other SG customers), or that violates any applicable laws, rules, or regulations; or (h) access or use the Software Services, SG Technology, or Products beyond the scope of the express authorization granted under the Agreement.

2.2 Order Processing. Services and Products will be provided by SG pursuant to the terms of Accepted Orders, provided that Customer shall make its best efforts to procure that each Purchasing Document will reference the

corresponding Order Form and will not contain terms that conflict with the provisions of the Agreement.

2.3 EVAL.

(a) Access to Software Services as part of an EVAL is granted for a maximum period of four (4) months from the creation of the corresponding EVAL Account. Unused analyses shall lapse upon expiration of the EVAL.

(b) Customer agrees that these Terms shall apply to Software Services provided to it as part of an EVAL and govern the EVAL, *mutatis mutandis*, provided that, by way of exception to the provisions of Section 10 of these Terms, to the fullest extent permissible by applicable law, in no event shall SG be liable for any damages, claims or costs whatsoever or any indirect, incidental, special, consequential and punitive damages of any nature or kind whatsoever, including but not limited to loss of profit, loss of business or other financial loss, in connection with or arising out of the use or inability of Customer to use the Software Services provided as part of the EVAL.

2.4 Early Access Program.

(a) Access to Products and/or Services as part of an EAP is granted for a maximum period of twenty-four (24) months from the starting date of the program, or any shorter or longer period set forth in the applicable Order Form.

(b) Customer agrees that these Terms shall apply to Products and/or Services provided to it as part of an EAP and govern the EAP, *mutatis mutandis*, provided that: (i) said Products and/or Services and underlying SG Technology are still in development and not yet suitable for clinical usage;
(ii) Customer will not be compensated for participating in the EAP; and (iii) by way of exception to the provisions of Section 10 of these Terms, to the fullest extent permissible by applicable law, in no event shall SG be liable for any damages, claims or costs whatsoever or any indirect, incidental, special, consequential and punitive damages of any nature or kind whatsoever, including but not limited to loss of profit, loss of business or other financial loss, in connection with or arising out of the use, or inability of Customer to use, any of the Products and/or Services made available to it through the EAP.

3. Customer Responsibilities

3.1 Cooperation. Customer shall at all times during the Term of the applicable Accepted Order: (a) be responsible for the acquisition, installation, testing, monitoring, and maintenance of adequate hardware, network connections, and services necessary to use the Software Services, Licensed Software, and Products, including all network infrastructure related hardware and software such as switching and routing equipment, name resolution systems, centralized data backup and recovery systems, virus protection systems, firewall and intrusion detection systems, physical security, etc.; (b) provide all cooperation and assistance as SG may reasonably request to enable SG to perform its obligations under and in connection with the Agreement; (c) use the Software Services, Licensed Software, and Products in compliance with
(i) all applicable laws, rules, and regulations, and (ii) recommendations or documentation provided by SG, including all technical documents available at https://www.sophiagenetics.com/docs/; and (d) retain sole responsibility for all access to and use of the Software Services, Licensed Software, and Products by any Person by or through the Access Credentials, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer understands SG's ability to meet any deadlines set forth in Accepted Orders is conditioned upon Customer's cooperation with SG, including timely response to SG's requests for information and other inputs. Customer hereby acknowledges and agrees SG is not responsible for delays arising out of Customer's failure to provide such cooperation.

3.2 Intended Use. Customer will use the Products and Services in accordance with their intended use, recommendations, or documentation provided by SG. Customer is responsible for ensuring that the way that it uses SG's Products and Services complies with all applicable laws and regulations.

4. Financial Terms

4.1 Fees. Customer agrees to pay SG the Fees as set forth in the applicable Order Form, provided that:

(a) if an Order Form provides for a per-analysis or hourly Fee for Services, Customer shall pay Fees on a monthly basis, based on the actual volume of analyses performed on the SG Platform in respect of the relevant Software Services or, as applicable, actual number of hours spent on the relevant Services;

(b) for Products purchased by Customer pursuant to an Order Form that consist of both a set of reagents and a number of analyses ("**Bundle**"), the total number of analyses Customer is permitted to run on such Bundle shall be set out in the applicable Accepted Order as the last two, or, as applicable, three digits in the product description for such Bundle (the "**Analysis Cap**"). In the event Customer exceeds the Analysis Cap for a Bundle for any reason other than an error caused by SG, any excess analyses will be charged at seventy percent (70%) of the Per-Analysis Price (defined below) for the Bundle. The "**Per-Analysis Price**" shall be calculated as the price of the Bundle divided by the Analysis Cap. In the event Customer encounters an error during an analysis run, Customer shall promptly notify SG in writing of such error. If such error is caused by SG, SG shall remediate the issue and any analyses run that resulted in the error shall not be counted against the Analysis Cap ; and

(c) in the event a Flagged Analysis Claim occurs, SG shall be permitted to charge Fees for the Flagged Analysis Claim at the price specified for such Services or Products in the corresponding Order Form, or if no such price is specified, at SG's then current price.

4.2 Annual Fee Adjustments. The Parties agree that SG may increase Fees by up to the greater of: (a) five percent (5%); or (b) the change in the Australian Consumer Price Index (CPI) at the end of each twelve (12)-month period from the Effective Date as set out, for each Accepted Order, in the corresponding Order Form. Any such increase in Fees shall be effective automatically (without further notice to Customer) upon such date.

4.3 Payment Terms. All Fees paid are non-refundable and non- creditable. Invoices are payable by bank transfer (wire and ACH) within thirty
(30) days of the date of their issuance, without any deduction. If Customer is in breach of the Agreement due to non-payment, SG may suspend Customer's access to, and use of, the Services until Customer has cured the breach. In the event Customer fails to pay an invoice when due, SG may in its sole discretion, charge interest on the unpaid amounts at a monthly interest rate equal to the maximum interest rate allowed by law or 1% per month (whichever is lower) (accrued on a day per day basis).

5. Data Security and Privacy

5.1 SG's Security Obligations. SG shall implement and maintain commercially reasonable administrative, technical, and physical safeguards intended to prevent unauthorized exposure or disclosure of Customer Data in accordance with the provisions of our cloud service technical documentation as published here: https://www.sophiagenetics.com/legal-documents/ (as amended from time to time) ("***Cloud Service Technical Documentation***"). The terms of the Cloud Service Technical Documentation shall be fully incorporated by reference to the Agreement and shall form an integral part of the Agreement.

5.2 Customer Data – Data Protection.

(a) Without prejudice to Section 7.1, Customer Data shall be disclosed, used and processed by SG in accordance with, and subject to, the provisions of the Agreement and SG's Data Protection Addendum as published here: https://www.sophiagenetics.com/legal-documents/ (as amended from time to time) ("***DPA***"). The terms of the DPA shall be fully incorporated by reference to the Agreement and shall form an integral part of the Agreement.

(b) Except to the extent prohibited by applicable laws, rules, and regulations, Customer agrees that SG and its Affiliates are permitted to process Customer Data for the Agreed Purposes. Customer Data shall not be processed except in accordance with this Section 5.2, unless specifically authorized by Customer.

(c) Customer acknowledges and agrees that SG may transfer Customer Data and Customer's samples to third-parties or its Affiliates for the purposes of performing SG's obligations under the Agreement. Customer

hereby consents to such transfer. SG shall, in connection with such transfers, comply with all applicable laws, rules, and regulations. In particular, SG shall implement the appropriate safeguards as required by applicable laws, rules and regulations.

(d) Customer agrees to enter into any other agreements as may be reasonably required under applicable laws, rules and regulations regarding the disclosure, use, or processing of Customer Data. Customer acknowledges and agrees that SG shall have the right to immediately suspend the performance of applicable Services or supply of related Products, and/or terminate the Agreement, if Customer fails to enter into such agreements promptly after SG's reasonable request.

6. Confidentiality

6.1 Confidential Information. Each Party (the "***Disclosing Party***") may from time to time during the term of the Agreement disclose to the other Party (the "***Receiving Party***") certain information regarding the Disclosing Party's business, that is reasonably identifiable as confidential or proprietary, based on the circumstances of its disclosure, or by its nature is not intended to be disclosed to unauthorized third parties ("***Confidential Information***"). SG's Confidential Information shall include, without limitation, the terms of the Agreement and information regarding SG Technology, Products and Services. Customer's Confidential Information shall include, without limitation, Customer Data.

6.2 Confidentiality, Non-use, and Non-disclosure Obligations. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose except as necessary for the performance of the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the Representatives of the Receiving Party who have a need to know such Confidential Information for such purpose and who are subject to confidentiality obligations no less protective of the Disclosing Party's Confidential Information than those contained in this Section 6. The Receiving Party will: (a) protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care; and (b) promptly advise the Disclosing Party upon becoming aware of any loss, disclosure, or duplication of the Confidential Information, or of any breach of the Agreement, including, without limitation, the misappropriation of the Confidential Information.

6.3 Exceptions. The Receiving Party's obligations under this Section 6 will not apply to any portion of the Disclosing Party's Confidential Information if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (x) approved in writing by the Disclosing Party; (y) necessary for the Receiving Party to enforce its rights under the Agreement or in connection with a legal proceeding; or (z) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party, as permitted by applicable law, rules, and regulations, notifies the Disclosing Party of such required disclosure in writing promptly, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6.4 Duration. Notwithstanding the expiration or termination of the Agreement or any Accepted Order, the Receiving Party's obligations under this Section 6 shall remain in effect for five (5) years following the expiration or termination of the Agreement or the applicable Accepted Order. Notwithstanding the foregoing, with respect to any of Disclosing Party's Confidential Information which constitutes a trade secret under applicable law, rule or regulation, the Receiving Party's obligations under this Section 6 shall remain in effect for so long as such information continues to constitute a trade secret. In addition, the Receiving Party shall be entitled to retain one
(1) copy of the Disclosing Party's Confidential Information for archival purposes or otherwise as allowed per the terms under the Agreement.

7. Proprietary Rights

7.1 Customer Data. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data in connection with its use of the SG Technology and Products. Customer shall retain all right, title, and interest in and to all Customer Data. Subject to Section 5.2, Customer hereby grants SG and its Affiliates and their respective agents and contractors (including third-party service providers), a worldwide, non-exclusive, non-assignable (other than in connection with a permitted assignment of the Agreement), sublicensable, royalty-free, fully paid-up license to access, extract, use, host, reproduce, display and analyze Customer Data solely for the Agreed Purposes.

7.2 SG Technology. As between Customer and SG, all right, title, and interest in and to the SG Technology, including all intellectual property rights therein, is and shall remain the sole and exclusive property of SG. SG reserves the right, in its sole discretion, to make any changes to the Products, Software Services, or Licensed Software. If such change causes a material reduction in the entire functionality of the Products, Software Services, or Licensed Software provided to Customer under the Agreement, then as its sole and exclusive remedy, Customer shall have the right to terminate the Accepted Order upon written notice to SG within thirty (30) days following the date such change is implemented. Customer and Authorized Users may provide SG with Feedback. To the extent Customer or Authorized Users provide Feedback, Customer hereby assigns to SG all right, title, and interest in and to Feedback, including all intellectual property rights embodied therein.

7.3 Reservation of Rights. Except for the licenses expressly granted to Customer in the Agreement, Customer is not provided with any license or right to the SG Technology, Services, Products, or the intellectual property rights therein, whether by implication, estoppel, or otherwise. Customer is not granted any right to use any trademark, service mark, logo or trade name of SG. Customer may not remove, alter, or obscure any proprietary notices contained on or within the SG Technology, Services or Products.

7.4 Use of name and logo. Each Party shall seek the other Party's prior written approval to use said other Party's name, trademark, trade name, or logo in any press release, advertisement, publicity, or public announcement; except that: (a) Customer authorizes SG, and grants to SG and its Affiliates, a non-exclusive, non-transferable, worldwide license, to use and reproduce Customer's name and logo for the purpose of disclosing the Parties' business relationship under the Agreement; (b) Customer hereby authorizes SG and its Affiliates to use and reproduce Customer's name for the purpose of attributing statistical data derived from Customer Data; and
(c) Customer is authorized to use SG's name solely to identify SG as a supplier of the SG Technology, Services, or Products.

8. Representations, Warranties, and Covenants; Disclaimer

8.1 Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to SG that: (a) Purchasing Documents will only be issued or signed by an authorized representative of Customer; and (b) Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received and processed by SG and used by SG in accordance with the Agreement, such Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party, or violate any applicable law, rule, or regulation. In particular, Customer represents, warrants, and covenants to SG that it has informed the data subject about the processing in accordance with the Agreement. Customer further represents, warrants, and covenants

that the Services shall be utilized by Customer in full compliance with all applicable laws, rules, and regulations.

8.2 SG Representations, Warranties, and Covenants.

(a) SG warrants that Professional Services will be performed in a professional and workmanlike manner in accordance with the industry performance standards, applicable laws, rules and regulations in force as of the Effective Date applicable to the relevant Services. Upon receipt of written notice that SG has failed to comply with such warranty, SG will, as Customer's sole and exclusive remedy for such failure, re-perform the affected Professional Services to endeavor to correct the failure. If SG cannot correct the failure within forty- five (45) days of the warranty notice, then Customer may, as Customer's sole and exclusive remedy for such failure, terminate the affected Professional Services at any time within the next thirty (30) days.

(b) SG warrants that: (i) Licensed Software shall, for a period of thirty (30) days after the earlier of its first use or activation (as determined by SG), conform in all material respect to its applicable documentation; and (ii) Software Services provided hereunder shall conform in all material respect to its applicable documentation. Upon receipt of written notice that SG has failed to comply with such warranty, SG will, as Customer's sole and exclusive remedy for such failure, use commercially reasonable efforts to fix the applicable non-conformity.

(c) SG warrants that Products provided to Customer will have a minimum shelf-life as indicated on the Product packaging. SG further warrants that such Products shall, at the time of shipment by SG, not contain any material defects. Customer must use all Products and Services strictly in accordance with their relevant methodologies provided under the relevant instructions for use ("***IFU***"). The latest versions of the IFUs are available at https://www.sophiagenetics.com/support/. Upon receipt of written notice that SG has failed to comply with such warranty, SG will, as Customer's sole and exclusive remedy for such failure, replace the affected Product.

8.3 Disclaimer of Warranties.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, ALL SERVICES, PRODUCTS, AND SG TECHNOLOGY ARE PROVIDED "AS IS," AND SG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON- INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SG MAKES NO WARRANTIES OF ANY KIND THAT THE SERVICES, PRODUCTS, OR SG TECHNOLOGY, OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S (OR ANY OTHER PERSON'S) REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE SELECTION OF THE RESEARCH USE ONLY PRODUCTS AND SERVICES AND THE INTERPRETATION, DIAGNOSIS, AND USE OF THE RESULTS GENERATED IN CONNECTION WITH SUCH PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES THAT THE PROVISION OF THE AFOREMENTIONED RESULTS CANNOT IN ANY EVENT CONSTITUTE A CLINICAL GENETIC DIAGNOSIS ON BEHALF OF SG. ACCORDINGLY, CUSTOMER ACCEPTS SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE INTERPRETATION OF SUCH RESULTS AND THE PROVISION OF CLINICAL GENETIC DIAGNOSIS ON THE BASIS OF SUCH RESULTS GENERATED BY SG.

8.4 Component(s) of Open Software.

The Licensed Software or Software Services may utilize third party software made available under various open-source software licenses ("***Open Source Components***"). The terms associated with the Open Source Components are available in the user guide, help documentation, and/or the release notes for the Licensed Software. Customer agrees to comply with any and all applicable terms. In addition to the warranty disclaimers contained in the terms associated with the Open Source Components, SG makes the following disclaimers regarding the Open Source Components on behalf of itself, and the copyright holders, contributors, and licensors of the Open Source Components: to the maximum extent permitted by applicable law, the Open Source Components are provided by the copyright holders, contributors, licensors, and SG "as is" and SG MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND SG SPECIFICALLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, regarding the Open Source Components. In no event will the copyright owner, contributors, licensors, or SG be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Open Source Components.

8.5 Third-party goods or services.

SG may engage certain third parties to assist in (i) the supply of Products or provision of Services or, as applicable (ii) contract management or payment services, whereby each of such goods, services or contents shall be governed by the respective third party's terms and privacy policies. Customer understands that (a) SG does not warrant, endorse or assume any liability or responsibility with respect to those third-party services or content, including Customer's enablement or use thereof, any sums due or transactions thereunder, or provision of any support. Customer agrees to address any comments, queries, complaints or feedback about such third-party services or content with the respective third-party provider; and (b) data may flow between SG and such third-party provider.

9. Indemnification

Customer shall defend, indemnify, and hold harmless SG and its Representatives from and against any and all Losses incurred by or imposed upon SG or any of its Representatives in connection with any Claims, to the extent arising out of: (a) Customer Data, including any processing of Customer Data by or on behalf of SG in accordance with the Agreement; (b) Customer's use of the Software Services, SG Technology, or Products; (c) Customer's material breach of the Agreement; or (d) gross negligence, willful misconduct, or violation of applicable laws, rules, or regulations by Customer or its Representatives in connection with the Agreement. Customer's indemnification obligations under this Section 9 shall not apply to any Claims arising out of SG's or its Representatives' gross negligence, willful misconduct, or violation of applicable laws, rules, or regulations.

10. Limitations of Liability

10.1 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. NOTWITHSTANDING THE FOREGOING, THIS SECTION 10.1 SHALL NOT LIMIT (A) LIABILITY FOR INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (B) INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9.

10.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID UNDER THE AGREEMENT BY CUSTOMER TO SG DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF

CUSTOMER'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION 10 ARE ESSENTIAL TO THEIR INTENT TO ENTER INTO THE AGREEMENT AND THAT THE AGREED FEES REFLECT THE ALLOCATION OF RISK ARISING FROM THEIR CONTRACTUAL RELATIONSHIP, THE RESULTING LIMITATION OF LIABILITY, AND THE ECONOMIC BALANCE DESIRED BY THE PARTIES.

11. Term; Termination

11.1 Term. The term of the Agreement shall commence on the date of last signature by the Parties in respect of the first Order Form and continue for a period of five (5) years; provided that (i) the term of the Agreement shall automatically renew for additional successive periods of one year, unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to such expiration; and (ii) the specific terms and conditions applicable to the Products and/or Services described in an Accepted Order shall apply from the Effective Date set forth in said Accepted Order for the term set forth in said Accepted Order (the "***Initial Term***"), which, unless otherwise provided in the Accepted Order, shall automatically renew for additional successive periods of one year (each such period, a "***Renewal Term***," and together with the Initial Term, the "***Term***"), unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to such expiration, in which case the specific terms and conditions of the relevant Accepted Order shall expire without renewing upon the expiration of the Initial Term or the then current Renewal Term, as applicable. Any Accepted Order in effect upon the termination or expiration of the Agreement shall continue for then-current term of such Accepted Order and shall continue to be subject to the terms and conditions of the Agreement despite the expiration or termination of the Agreement.

11.2 Termination for Breach. In the event that either Party materially breaches any provision of the Agreement, the non-breaching Party may terminate the Agreement effective upon thirty (30) calendar days' prior written notice to the breaching Party, provided that such material breach remains uncured upon the expiration of such thirty (30) day period.

11.3 Termination without Cause. Either Party may terminate the Agreement for any reason, provided the terminating Party gives the other Party sixty (60) days' prior written notice. Customer shall pay SG for all work commenced or completed in accordance with Section 4.1.

11.4 Effect of Termination or Expiration. Upon any expiration or earlier termination of the Agreement, except as expressly otherwise provided herein: (a) all rights, licenses, consents, and authorizations granted to use the Products, Services, or SG Technology hereunder will immediately terminate; and (b) Customer and all Authorized Users shall immediately cease all use of the Products or SG Technology. Customer may retrieve Customer Data stored within the SG Platform by sending a retrieval request no later than 30 (thirty) days after termination. Any Customer Data not retrieved by Customer may be deleted after 90 (ninety) days.

11.5 Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the Parties in the Agreement that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement: Sections 2, 5.2(b), 5.2(c), 6, 7, 8.3, 9, 10, 11.4, 11.5, and 12.

12. Miscellaneous

12.1 Independent Contractors. The relationship of the Parties established by the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to create a joint venture or partnership between the Parties or to give either Party the power to act as agent for the other or to enter into any agreement on behalf of the other Party.

12.2 Force Majeure. A Party shall be excused from a delay or failure to perform its obligations under the Agreement (except for its payment obligations arising hereunder) if such delay or failure results from a Force Majeure Event. Any time specified for completion of performance falling due, during, or subsequent to the occurrence of any such events shall be automatically extended for a period of time equal to the reasonably unavoidable period of such Force Majeure Event.

12.3 Subcontractors; Assignment; Successors. SG is permitted to subcontract any of its obligations hereunder. Neither Party may assign the Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, SG is permitted to, without such consent, assign the Agreement and its rights and obligations hereunder to an Affiliate or in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. The Agreement shall be binding upon and inure to the benefit of the permitted assigns of the Parties. Any attempted assignment of the Agreement or any rights or obligations hereunder in contravention of this Section 12.3 shall be void ab initio.

12.4 Notices.

All notices required to be provided pursuant to the Agreement must be in writing and addressed to the address of the applicable Party as set forth in the applicable Accepted Order, or to such other address as either Party may instead reasonably designate by written notice to the other Party. Either Party may change its address for notices by providing written notice to the other Party. For communication necessary for the day-to-day performance of the Services, email communication is acceptable. All notices related to the Agreement must be delivered: (i) by overnight courier; or (ii) by registered mail, postage prepaid, return receipt requested. All notices shall be accompanied by a courtesy copy emailed to the applicable Party. Notices given in accordance with this Section 12.4 will be deemed to have been properly given: (i) if delivered by overnight courier, one (1) business day after the date sent; or (ii) if delivered by registered mail, postage prepaid, return receipt requested, three (3) business days after the date postmarked.

12.5 Entire Agreement. The Agreement constitutes the entire agreement and understanding between SG and Customer and supersedes all prior and contemporaneous agreements, documents, and proposals, oral or written, between SG and Customer.

12.6 No Waiver. A Party's failure to exercise any of its rights under the Agreement will not constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default.

12.7 Amendment. The specific provisions contained in any Accepted Order may not be amended or modified except by the written consent of both Parties. SG may update, amend or modify these Terms from time to time. The Customer will be notified of any update, change or modification of these Terms through the Licensed Software.

12.8 Governing Law; Jurisdiction. The Agreement and action related thereto shall be governed by, construed, and interpreted in accordance with the laws of Queensland, Australia. For the avoidance of doubt, the UN Convention on the International Sales of Goods shall not apply to these Terms or any transactions hereunder. The Parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of Brisbane, Queensland, Australia, which shall be the sole forum regarding any actions, suits, or other legal proceedings relating to the Agreement. This is without prejudice to SG's right to initiate legal proceedings against Customer for recovery of unpaid invoices before the competent courts of Customer's domicile.

12.9 Remedies; Equitable Relief. Notwithstanding Section 12.8, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2.1, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.10 Construction; Interpretation. The Agreement shall be interpreted in accordance with its terms, without any strict construction against or in favor of the drafting Party. The descriptive headings of the Agreement are for convenience only, and shall be of no effect in construing or interpreting any provision. As used in the Agreement, the term "including" (or "includes") shall be deemed to mean "including without limitation" (or "includes without limitations"), and the word "or" shall be deemed to be disjunctive but not necessarily exclusive. All communications and notices made or given pursuant to the Agreement must be in the English language. If SG provides a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

12.11 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such invalidity or unenforceability will not affect the other provisions of the Agreement; and (b) such invalid or unenforceable provision will be reformed as necessary to make it valid and enforceable, in a manner that most closely approximates the original intent of such provision.

12.12 Signatures; Counterparts. Any documents to be signed by the Parties in connection with the Agreement (including the Accepted Order) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email in ".pdf" form with any qualified electronic signature (*e.g.*, DocuSign), or via other transmission method.

12.13 Online Contracting. If the Agreement was accepted electronically via the online portal or any other online means, either Party may request that the Parties re-confirm their acceptance of the terms of the Agreement by means of a written document signed by both Parties' authorized signatories.

Schedule A

Definitions

"***Accepted Order***" means the terms of an Order Form and corresponding Confirmed Purchasing Document or, as applicable, order confirmation through SG's online ordering portal.

"***Access Credentials***" means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Software Services.

"***Affiliate***" means, with respect to a Person, any legal entity which directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the power to direct a Person (or to cause the direction of the management of such Person), whether through ownership of more than fifty percent (50%) of the voting securities of such Person, by contract, or otherwise.

"***Agreed Purposes***" means the following purposes: access, extract, use, host, reproduce, display and analyze Customer Data to (i) provide the Services; and (ii) to maintain, develop, improve and demonstrate the SG Technology, Products and Services.

"***Agreement***" means collectively, these Terms and an Accepted Order, together with any respective appendices.

"***Authorized Users***" means an individual who is permitted to receive, have access to, or use or display the Software Services or Licensed Software pursuant to the terms of the Agreement, and shall mean specifically a named or specified (by password, license number or other user identification) individual authorized by Customer to use the Software Services or Licensed Software, regardless of whether the individual is actively using the Software Services or Licensed Software at any given time.

"***Claim***" means any claim, suit, action, or other proceeding asserted by a third party.

"***Confirmed Purchasing Document***" means a Purchasing Document which: (a) references, or is issued in connection with, an Order Form and/or the Agreement; and (b) SG has accepted in writing (including via email), provided that SG will be deemed to have accepted a Purchasing Document if SG issues an invoice or delivers the Products or Services with respect to such Purchasing Document. Notwithstanding anything to the contrary in the Agreement, any terms included in a Confirmed Purchasing Document which add to, vary from, or conflict with the terms of the applicable Order Form or the Agreement shall be null and void, and the terms of such Order Form and the Agreement shall govern. Without limiting the generality of the foregoing, terms in a Confirmed Purchasing Document other than (a) the type and quantity of Products and Services being purchased and (b) the amounts payable for such Product and Services (which must be consistent with the pricing set forth in the applicable Order Form) shall be null and void.

"***Customer Data***" means any and all information, biological samples, data (including clinical data), communications, messages or other materials or content, uploaded, submitted through the Software Services or the Licensed Software or otherwise provided by Customer (including by Authorized Users) in connection with the Agreement or as part of an EAP or EVAL. For clarity, Customer Data does not include Feedback.

"***Early Access Program***" or "***EAP***" means a collaboration program under which SG shall grant early access to prototype software services developed by SG, as described in the applicable Order Form, to Customer in beta testing mode in exchange for Customer's feedback about the functionalities, user experiences, output and performance of, and any other purposes as may be set forth in the applicable Order Form.

"***Effective Date***" means, in relation to the supply of the Products and/or Services described in an Accepted Order, the date set forth in the corresponding Order Form.

"***EVAL***" means a temporary access to Products and/or Services, as described in the applicable Order Form, granted by SG to Authorized Users of Customer via a dedicated account ("***EVAL Account***").

"***Flagged Analysis Claim***" means any analysis run performed by SG pursuant to the Agreement, with respect to which Customer has notified SG in writing of an error in such analysis run or otherwise requested a deletion of such analysis run. For the avoidance of doubt, SG shall incur no obligation under Section 1.8 in respect of related Customer Data.

"***Feedback***" means any error reports, suggestions, feedback, written reports, ideas, or concepts regarding the Services or Products which Customer or its Authorized Users provide to SG, including reports, suggestions, improvements, error corrections and variant classifications, as well as any feedback, written reports, ideas, or concepts, and all the developments made to the prototypes as part of any EAP.

"***Fees***" means the fees and other charges payable to SG for the provisions of Products and/or Services as set forth in the corresponding Order Form.

"***Force Majeure Event***" means any event affecting a Party which is beyond such Party's reasonable control and not due to such Party's fault or negligence, including without limitation any force majeure event as defined under applicable laws, rules, or regulations, acts of God, internet or telecommunications breakdowns, utility or transmission failures, power failures, denial of service attacks, governmental restrictions, acts of war, epidemics or pandemics, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, explosions, or floods.

"***Harmful Code***" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the SG Platform or Licensed Software as intended by the Agreement.

"***Licensed Software***" means any proprietary software(s) provided by SG to Customer, as set forth in any Order Form; provided that the subscription to Alamut™ Visual Plus and Alamut™ Batch shall be governed by the applicable Terms of Use, as published here: https://www.sophiagenetics.com/legal-documents/ (as amended from time to time).

"***Losses***" means any and all liabilities, losses, damages, penalties, awards, settlements, costs, or expenses, including without limitation reasonable attorneys' fees or other expenses of litigation.

"***Order Form***" means a document provided to Customer by SG, setting forth: (a) the Products and Services to be provided and/or, as applicable the Licensed Software to be licensed, pursuant to the Agreement; (b) the Term during which such Products will be supplied and/or Services will be provided; and (c) certain other material terms.

"***Person***" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"***Personal Data***" means any information related to an identified or identifiable natural person.

"***Products***" means tangible goods, as described in an Order Form.

"***Professional Services***" mean any implementation, training, or other services (other than the Software Services) to be provided by SG to Customer, as set forth in an Order Form, or as separately agreed in writing between SG and Customer.

"***Purchasing Document***" means any document (including a purchase order) provided by Customer to SG in relation to the purchase of Products and/or Services referred to in an Order Form.

"***Representatives***" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"***Software Services***" means SG's provision of the features and functionalities of the SG Platform on a software as a service basis, as described in an Order Form; for EAPs, the term Software Services shall be deemed to include access to, use and testing of, the features and functionalities of the SG Platform that are subject to the EAP, in development stage.

"***Services***" means, collectively Software Services, Professional Services, and any other services provided by SG in connection with the Agreement.

"***SG Platform***" means SG's proprietary software platform that enables Authorized Users to upload, visualize, and analyze Customer Data. SG Platform includes the current SOPHiA DDM™ platform.

"***SG Technology***" means, collectively: (a) the SG Platform; (b) the Licensed Software; (c) all computer software, source code, scripts, application programming interfaces (APIs), methodologies, processes, templates, workflows, diagrams, tools, algorithms, formulas, user interfaces, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical materials, information, and works of authorship that underlie, support, or are otherwise used in the development, operation, or provision of the SG Platform or the Licensed Software; (d) the information technology infrastructure underlying or otherwise used to operate or make the SG Platform or the Licensed Software available, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by SG or through the use of third-party services; (e) all Updates; (f) all derivative works of any of the foregoing; and (g) all intellectual property rights in or to any of the foregoing. For clarity, (i) SG Technology does not include Customer Data; and (ii) for the purpose of EAPs, SG Technology includes any of the foregoing intellectual property rights under development during the applicable EAP.

"***Updates***" mean all upgrades, enhancements, improvements, maintenance releases, additions, and modifications of the SG Platform or Licensed Software made available by SG pursuant to the Agreement.