

PEER NETWORK TERMS OF SERVICE

These Peer Network Terms of Service (the “**Peer Network Terms**”) form part of the Agreement entered into between SOPHiA GENETICS (hereinafter “**SG**”) and Customer (as such terms are defined in the applicable agreement between the Parties for Customer’s access to SG’s Products and Services in the SG Platform) (the “**Agreement**”)

Customer and SOPHiA GENETICS are each a “**Party**”, and collectively the “**Parties**”.

WHEREAS the Peer Network Member desires to participate in a collaborative network (the “**Peer Network**”) in order to share information, insights, knowledge and data with peers through the SG Platform.

By doing any of the following: (i) accessing the Peer Network tab in the SG Platform; (ii) signing an Order Form under which SG agrees to activate the Peer Network tab in the SG Platform; or (iii) submitting a Purchasing Document referencing the Peer Network, Customer agrees to the following terms and conditions governing its use of the Peer Network offered by SG and acknowledges that it has read and understood these Peer Network Terms.

1. Definitions

1.1 Capitalized terms used in these Peer Network Terms shall, unless otherwise defined in these Peer Network Terms (including in the recitals), have the meaning ascribed to those terms in the SG General Terms and Conditions which can be found at <https://www.sophiagenetics.com/legal-documents/> (as amended from time to time) (“**Terms**”).

1.2 In these Peer Network Terms:

“**Confidential Information**” means information provided by any Peer Network Member via the Peer Network Tab or any information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, should be treated as confidential by the Receiving Party, and includes, without limitation: (i) information relating to Disclosing Party’s current or prospective customers, services, and strategic plans; (ii) Disclosing Party’s business policies or practices; (iii) technical, financial, marketing, or other technical or business information or trade secrets of Disclosing Party (whether or not marked as “confidential”); (iv) the licensed software, documentation and developments (as hereinafter defined), and any proprietary information associated with such licensed software, documentation and developments; and (v) information received from third parties that Disclosing Party is obligated to treat as confidential. Notwithstanding the foregoing, the Receiving Party shall have no obligations with respect to any information which: (i) is or becomes publicly available through no act of the Receiving Party in breach of the Agreement; (ii) was in the possession of the Receiving Party prior to its disclosure or transfer as evidenced by written documentation; (iii) is independently developed by the Receiving Party and the Receiving Party can so prove; or (iv) is received from another source without any restriction on use or disclosure; and

“**Peer Network**” means any network formed by specific users of the SG Platform who have agreed to share content with one another on the Peer Network Tab in accordance with the Peer Network Terms.

“**Peer Network Members**” means, for any Peer Network, users of the SG Platform who have unanimously agreed to share content with one another on the Peer Network Tab.

2. Purpose of the Peer Network

2.1 In any Peer Network, relevant Peer Network Members intend to share information, insights, knowledge and data with their peers in order to enhance collaboration across Peer Network Members and foster the use and adoption of data-driven medicine in routine.

- 2.2 Peer Networks are available only to customers of SG and may encompass all or only a limited number of SG Applications falling into the scope of one or several "disease areas" (or similar category) under SG's internal classification, as applicable.
- 2.3 Customer shall be entitled to request to join any Peer Network from time to time upon request to, and subject to acceptance by, SG and all Peer Network Members that have formed or joined the relevant Peer Network prior to that date. SG will be in charge of collecting each relevant Peer Network Member's consent, which may be granted by email.
- 2.4 For each Peer Network, the specific information, insights, knowledge and data available in the Peer Network Tab relating to any selected Application Family shall only be accessed and viewed by the relevant Peer Network Members, without prejudice for the ability for SG to share anonymized data derived from the analysis of the Customer Data performed by each Peer Network Member through the SG Platform as otherwise set out in the Agreement (including, without limitation, the ability for SG to share aggregated data with the SG community).

3. Peer Network Features available in the SG Platform

- 3.1 Customer shall be granted a specific access to the SG Platform that enables it to view and access the "Peer Network" tab (the "**Peer Network Tab**") in the SG Platform.
- 3.2 To join a Peer Network, Customer shall request access to such Peer Network. Customer shall become a Peer Network Member for such Peer Network once all existing Peer Network Members have approved its request to join the Peer Network, and Customer shall subsequently be able (i) to share information, insights, knowledge and data with other Peer Network Members of such Peer Network through the Peer Network Tab and (ii) to visualize the shared information, insights, knowledge and data available at the relevant time in the Peer Network Tab for the Peer Network it has successfully joined.
- 3.3 The features available in the Peer Network Tab are the flagging, comments and publications attached to a specific variant, as follows:
 - 3.3.1 name of the Peer Network Members for each relevant Peer Network;
 - 3.3.2 full variant table (SNVs/Indels tab) to display the variant flagging distribution among Peer Network Members willing to share such information;
 - 3.3.3 comprehensive variant summary across the relevant Peer Network, detailing when and how each Peer Network Member who has agreed to share such information flagged specific variants; and
 - 3.3.4 information contributed by other Peer Network Members willing to share such information, including (without limitation) disease information and related publications.
- 3.4 Additional features may be added from time to time depending on the needs of the Peer Network Members, at SG's sole discretion, and may be subject to payment of associated fees.

4. Undertakings of the Parties

- 4.1 The Customer shall:
 - 4.1.1 access, use and upload Customer Data in, the SG Platform in accordance with the Agreement;
 - 4.1.2 be responsible for all contents posted, shared or otherwise visible to other Peer Network Members and SG on the Peer Network Tab; and

- 4.1.3 not make available personally identifiable data to other Peer Network Members (whether through the Peer Network Tab or otherwise).
- 4.2 SG shall:
 - 4.2.1 provide Customer, with the SG Products and/or Service purchased from SG in accordance with the terms of the applicable Agreement;
 - 4.2.2 grant access to the Peer Network Tab to the Customer as long as the Agreement remains in place between Customer and SG.

5. Confidentiality and Use Restrictions

- 5.1 **Obligations.** In connection with these Peer Network Terms, any Peer Network Member (a “**Disclosing Party**”) may disclose, make available, or provide access to Confidential Information to SG or other Peer Network Members (each, a “**Receiving Party**”). Receiving Party shall only use Confidential Information or Confidential Materials (as defined below) for the limited express purpose of these Peer Network Terms. Except as specifically permitted in these Peer Network Terms, including (without limitation), any disclosure of Confidential Information in the Peer Network Tab, or as required by law (with reasonable prior notice to the Disclosing Party to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent), Receiving Party shall not disclose any Confidential Information or Confidential Materials to any third party without the prior written consent of Disclosing Party. Receiving Party shall at all times keep the Confidential Information and Confidential Materials confidential and shall take all reasonable security precautions (and in any event at least as great as the precautions Receiving Party takes to protect its own comparable confidential information) to keep confidential and protect the Confidential Information and Confidential Materials from unauthorized access and use. References to Receiving Party or Disclosing Party shall be deemed to include their respective Affiliates. For the avoidance of doubt, Customer acknowledges and agrees that by agreeing to share information with other Peer Network Members, it authorizes SG to disclose such information, whether Confidential Information or not, to such other Peer Network Members via the Peer Network Tab.
- 5.2 **Rights and Remedies.** Receiving Party shall notify Disclosing Party and/or SG, that shall subsequently notify Disclosing Party, immediately upon discovery of any unauthorized use or disclosure of any Confidential Information or Confidential Materials, or any other breach of these Peer Network Terms, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information or Confidential Materials and prevent their further unauthorized use. At Disclosing Party’s request, Receiving Party shall promptly, but in any case within sixty (60) days, return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials or, at Disclosing Party’s option, certify destruction. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the other party’s Confidential Information or Confidential Materials and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 5.3 The provisions of this Section 5 (*Confidentiality and Use Restrictions*) shall control over and supersede the confidentiality provisions of the Agreement as between SG and Customer in respect of information, insights, knowledge and data disclosed in the Peer Network Tab.

6. Peer Network Tab, Press Releases, Publications and Disclosure

- 6.1 Notwithstanding any contrary provision of the relevant Agreement, (i) the Parties agree that any publication, advertisement, solicitation, or public announcement about the existence of any Peer Network joined by Customer or these Peer Network Terms must be first approved by SG in writing, such approval not to be unreasonably withheld or delayed; (ii) Customer hereby authorizes SG to use its name in the Peer Network Tab, as well as in any publication, advertisement, solicitation, or public announcement about the existence of any Peer Network joined by Customer, these Peer Network Terms

or the relationship created thereunder; and (iii) the Peer Network Members shall be allowed to make public announcements about the existence of any Peer Network to which they belong including the names of the Peer Network Members.

- 6.2 Peer Network Members may jointly make press releases or public announcements regarding any Peer Network to which they belong, these Peer Network Terms or any matter covered thereunder, provided that no Peer Network Member shall use the name, trademark, trade name or logo of SG, its Affiliates or their respective employee(s) in any publicity, promotion, news release or public disclosure relating to the Peer Networks, these Peer Network Terms or their subject matter, without the prior express written permission of SG, such permission not to be unreasonably withheld, except as may be required by law or applicable regulations.
- 6.3 Notwithstanding the foregoing, each Party reserves the right to publicly disclose the Agreement and Customer's participation into one or several Peer Networks to satisfy reasonable transparency and disclosure policies and/or reporting obligations.
- 6.4 No Peer Network Member shall use the Confidential Information or Confidential Materials shared by other Peer Network Members through the Peer Network Tab for scientific or research publications without the prior express written permission of the Disclosing Party.

7. Intellectual Property Rights

- 7.1 Nothing in the Agreement, including these Peer Network Terms, shall be deemed to transfer any ownership rights or license under trademark, patent, copyright, or any other right, in the SG Products and/or Services, or related Feedback to Peer Network Members. SG Technology shall remain owned exclusively by SG.
- 7.2 By sharing or uploading content to the Peer Network Tab, Customer grants SG a non-exclusive, royalty-free, fully paid-up, non-assignable, non-transferable, non-sublicensable, worldwide license to use, host, distribute, modify, copy, perform or display, translate, and create derivative works of such content in order to provide, develop, test, an improve the Peer Network Tab or other services provided to relevant Peer Network Members.
- 7.3 Each Peer Network Member shall retain its right, title and interest in its Confidential Information and Confidential Materials. Nothing contained in these Peer Network Terms shall be construed as creating, conveying, transferring, granting or conferring upon SG or any other Peer Network Member any rights or authority in and to such Peer Network Member's Confidential Information or Confidential Materials. No license or conveyance of any intellectual property rights is granted or implied by these Peer Network Terms.
- 7.4 Customer acknowledges and agrees that SG shall have no responsibility or liability whatsoever arising from the use of Customer's content by another Peer Network Member with whom Customer has agreed to share, or shared, content via the Peer Network Tab.

8. Representations & Warranties

- 8.1 Each Party represents and warrants that:
- 8.1.1 it has the right, power, and authority to enter into these Peer Network Terms and perform according to its terms; and
- 8.1.2 the performance of its obligations under these Peer Network Terms will not breach any agreements with a third party.
- 8.2 Customer represents and warrants that it has obtained and possesses all consents or approvals of competent ethical, health, local or governmental regulations, authorities or committees and other persons that are necessary for it to join any Peer Network to which it belongs and perform its obligations

under these Peer Network Terms. In particular, Customer represents and warrants that it has obtained the informed consent in writing or authenticated electronic confirmation ("**Informed Consent**") from each patient from whom Customer Data is disclosed in the Peer Network Tab (if applicable) after providing necessary information to the patients, unless such Informed Consent is not required under applicable laws and regulations.

8.3 **Disclaimer**

Except as provided herein, the Parties disclaim all other express, implied, or statutory warranties. This includes the warranties of merchantability, fitness for a particular purpose, title, and non-infringement. This also includes any implied warranty arising from course of performance, course of dealing, or usage of trade.

9. **Indemnification**

9.1 Customer (as "**Indemnifying Party**") will indemnify, defend, and hold harmless SG and its officers, directors, employees, contractors, affiliates, and agents (collectively, the "**Indemnified Parties**") from and against any and all third-party claims, suits, demands, costs, liabilities, penalties, fines, expenses, and damages (including reasonable attorneys' costs and fees) ("**Claims**") arising from the Indemnifying Party's (i) use of any Peer Network to which it belongs, or (ii) infringement of any third-party Intellectual Property Rights. The Indemnified Party may participate in the defense of any Claim with its own counsel at its sole expense. The Indemnifying Party will not settle or resolve any such Claims without the prior written consent of the Indemnified Party. Such consent shall not be unreasonably withheld.

9.2 To the maximum extent permitted by law, in no event will either Party be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages (including, but not limited to, damages for loss of data, revenue, and/or profits) arising out of or that relate in any way to these Peer Network Terms. This exclusion will apply regardless of the legal theory upon which any claim for such damages is based, whether the liable Party has been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.

9.3 SG shall not be liable to the Peer Network Member for any damages arising in connection with the Peer Network Tab, the Peer Network-related services or these Peer Network Terms.

10. **Term and Termination**

10.1 **Term.** These Peer Network Terms shall be binding upon Customer on the date of last signature by the Parties of the relevant Order Form and shall continue until (i) the expiration of the, (or, as applicable, all) Agreement(s) between SG and Customer, or (ii) Customer notifies SG in writing that it wishes to terminate its access to the Peer Network Tab or (iii) SG notifies Customer that it wishes to discontinue the Peer Network Tab, whichever occurs first. In the event of termination, Customer's access to the Peer Network Tab shall cease and, unless otherwise agreed with Customer, SG shall remove Customer content from the Peer Network Tab within ninety (90) days of receipt of such termination.

10.2 **Termination for Cause.** In the event of a material breach of the Agreement by Customer, SG may terminate Customer's access to the Peer Network Tab and remove Customer and its content from the Peer Network Tab, subject to a thirty (30) day prior notice, unless the breach is remedied to SG's reasonable satisfaction during the thirty (30) day notice period.

11. **Data Protection**

11.1 Pursuant to these Peer Network Terms, each Peer Network Member may process Personal Data of other Peer Network Members' personnel (such as contact details: name, address, email address, phone number, position or title).

11.1.1 The above-mentioned Personal Data will be processed by each Peer Network Member (i) for the

purposes set out in these Peer Network Terms, (ii) to respect the legitimate interest pursued by each Peer Network Member and (iii) to comply with legal obligations applicable to each Peer Network Member, including for the purpose of managing requests for the exercise of rights of access, rectification, limitation, restriction, opposition, erasure, and portability of Personal Data.

- 11.1.2 The above-mentioned Personal Data is subject to processing and is kept by each Peer Network Member or its processors in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the Personal Data are processed. In this respect, such Personal Data shall be kept for the duration of the applicable Peer Network(s), without prejudice to any retention obligations or limitation periods.
- 11.2 The data subjects have a permanent right of access, rectification, limitation, restriction, opposition, erasure, and portability to all their Personal Data by the data protection legislation. They also have a right to lodge a complaint with a supervisory authority if they consider that any processing of their Personal Data infringes the requirements of data protection legislation. They may at any time request to SG to request each relevant Peer Network Member to find out what is the Personal Data processed about them by such Peer Network Member and, upon request, may modify these Personal Data by sending an e-mail to the following address:
- To SOPHiA GENETICS, that will notify the relevant Peer Network Member accordingly:
privacy@sophiagenetics.com.
- 11.3 No information, data (including clinical data), communications, messages or other materials or content, uploaded, submitted, or otherwise provided by any Peer Network Member through the Peer Network Tab shall contain Personal Data.
- 11.4 Any Peer Network Member willing to share Customer Data containing Personal Data with other Peer Network Members shall procure that:
- 11.4.1 such Customer Data shall be processed by SG in accordance with a legal and valid data protection agreement; and
- 11.4.2 it is and will at all relevant times remain duly and effectively authorized to provide said Personal Data to other Peer Network Members. In particular, in accordance with applicable data protection regulations.

12. Miscellaneous provisions

- 12.1 **Entire Agreement.** These Peer Network Terms constitutes the entire agreement and understanding between the Peer Network Members concerning the Peer Network to which they belong and supersede all prior communications, negotiations and agreements concerning the relevant Peer Network.
- 12.2 **Amendment.** SG may update, amend or modify these Peer Network Terms from time to time. Peer Network Members will be notified of any update, change or modification of these Peer Network Terms through the SG Platform.
- 12.3 **Independence.** Peer Network Members are and will be independent contractors to one another, and nothing herein will be deemed to cause these Peer Network Terms to create an agency, partnership, or joint venture between the Parties.
- 12.4 **Severability.** The provisions of these Peer Network Terms are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of the Peer Network Terms shall be held invalid, illegal, or unenforceable in whole or in part as applied to any particular circumstance in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality, or unenforceability as to that circumstance and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of that provision as to any other circumstance or of the remaining provisions in that jurisdiction or any provision of these Peer Network Terms in any other jurisdiction. The unaffected portion and provisions of these Peer Network Terms will be enforced to the maximum extent

permitted by law.

- 12.5 **No Third Party Beneficiaries.** Nothing in these Peer Network Terms shall be construed to give any person other than Customer, SG and the Peer Network Members of the Peer Networks joined by Customer any benefits, rights, or remedies.
- 12.6 **Governing Law and Competent Jurisdictions.** These Peer Network Terms shall be governed by, construed, and interpreted in accordance with the laws of Switzerland. In the event no amicable resolution can be reached, the dispute (including a dispute relating to non-contractual obligations arising out of or in connection with these Peer Network Terms) shall be submitted for resolution to the competent courts of Lausanne, Switzerland. The applicability of the UN Convention on the International Sales of Goods is hereby excluded.