

SOPHiA CarePath™ Terms of Use

These SG CarePath Terms of Use (the "**SG CarePath Terms**") form part of the agreement entered into between SOPHiA GENETICS SA or any Affiliate thereof (hereinafter "**SG**") and the user (hereinafter "**Customer**") for Customer's access to SG's Products and Services (the "**Agreement**").

Customer and SG are each a "**Party**", and collectively the "**Parties**".

By accessing or using SG CarePath or any content thereof on the SG Platform, Customer agrees to the following terms and conditions governing its use of SG CarePath and acknowledges that it has read and understood these SG CarePath Terms of Use (the "**SG CarePath Terms**").

1. Definitions

1.1 Capitalized terms used in these SG CarePath Terms shall, unless otherwise defined in these SG CarePath Terms, 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) (the "**SG Terms**").

1.2 In these SG CarePath Terms:

"**SG CarePath**" means SG's proprietary SOPHiA CarePath™ software module available on the SG Platform, or any replacing application or module, enabling users to (i) harmonize and visualize multimodal oncology data, (ii) harness advanced AI algorithms to uncover actionable insights and (iii) facilitate single and multicentric research studies.

"**SG Digital Twins Workflow**" means the set of functionalities and workflows available within SG CarePath that enable users to generate a virtual representation of individual cases compared against a curated cohort of longitudinal data, in order to simulate potential treatment outcomes. The scope and size of available cohorts may vary depending on the therapeutic area and shall be communicated to Customer upon onboarding.

2. Conditions of Use

2.1 Customer shall at all times during its access to SG CarePath and use of the content thereof: (i) be responsible for the acquisition, installation, testing, monitoring, and maintenance of adequate hardware, network connections, and services necessary to access SG CarePath and use of the content thereof; (ii) provide all cooperation and assistance as SG may reasonably request; (iii) use the SG Digital Twins Workflow and other content of SG CarePath for its internal use only and not for use in diagnostic purposes, and in compliance with all applicable laws, rules, regulations, recommendations and documentation provided by SG; and (iv) retain sole responsibility for all access to SG CarePath and use of the content thereof by its authorized users. Customer agrees to inform SG as soon as it becomes aware of any hacking, breaches or any illegal or improper use of SG CarePath or any part thereof.

2.2 More specifically, but without limiting the generality of the foregoing, Customer undertakes not to:

(a) use SG CarePath or the SG Digital Twins Workflow except as otherwise provided for in the Agreement;

(b) 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 SG CarePath or the SG Digital Twins Workflow, or any of its content, components or constitutive elements, design elements, graphical user interface and source codes, or SG's names, logos, trademarks or distinctive signs, without the prior written authorization from SG;

(c) translate, reverse engineer, adapt, analyze, compile, decompile or disassemble in any way or perform any other operation intended to access all or part of SG CarePath or attempt to do so;

(d) rent, lease, sell, resell, assign, sublicense or otherwise transfer SG CarePath or the SG Digital Twins Workflow or any part thereof, or extract, download, export or otherwise transfer to any third party any data or outputs made available through SG CarePath or the SG Digital Twins Workflow;

(e) merge all or part of SG CarePath into other computer programs or create derivative works therefrom;

(f) download, distribute or publish in any other way, through the usage of SG CarePath, any content, information or other material that could (1) violate or infringe the rights of any third party; (2) be libelous, threatening, defamatory, obscene, or indecent or could give rise to any civil or criminal liability under any laws or regulations; (3) include any bugs, viruses, worms, trap doors, Trojan horses or other harmful code; (4) contain information that could be used to identify an individual in a way inconsistent with SG CarePath; or (5) violate any applicable laws and regulations; and

(g) allow, directly or indirectly, by advice, help or assistance, any third party to carry out any of the above-mentioned acts or to infringe on SG's intellectual property rights.

3. Access to SG CarePath

3.1 SG shall open an account for Customer in the SG Platform in accordance with the applicable provisions of the SG Terms.

3.2 Access to and use of SG CarePath by Customer shall be governed by these SG CarePath Terms. Customer acknowledges that the SG Digital Twins Workflow relies on proprietary data developed and maintained by SG. Access to SG CarePath and the SG Digital Twins Workflow is granted solely for Customer's own internal research use and not for diagnostic purposes.

3.3 SG shall provide reasonable technical assistance to Customer throughout the term of Customer's access to SG CarePath.

4. Confidentiality

The provisions of Section 6 (*Confidentiality*) of the SG Terms shall apply *mutatis mutandis* to all Confidential Information disclosed in connection with SG CarePath and the SG Digital Twins Workflow. The Parties will treat all information provided in connection with SG CarePath or the SG Digital Twins Workflow as Confidential Information under the Agreement.

5. Data Protection

5.1 The provisions of Section 5 (*Data Security and Privacy*) of the SG Terms shall apply *mutatis mutandis* to all Customer Data uploaded into or processed through SG CarePath and the SG Digital Twins Workflow.

5.2 Customer represents and warrants that it has obtained all necessary rights, consents, approvals or waivers as required under applicable laws and regulations in relation to the Customer Data uploaded into SG CarePath or otherwise provided to SG, to the extent required by applicable laws.

6. Proprietary Rights

The provisions of the SG Terms relating to the SG Technology shall extend to SG CarePath and the SG Digital Twins Workflow. Customer acknowledges that all right, title, and interest in and to the SG Technology (as defined in the SG Terms), SG CarePath and the SG Digital Twins Workflow, including all intellectual property rights therein, is and shall remain the sole and exclusive property of SG.

7. Liability

7.1 Except as otherwise provided in this Section 7, the provisions of Sections 8 (*Representations, Warranties, and Covenants; Disclaimer*), 9 (*Indemnification*) and 10 (*Limitations of Liability*) of the SG Terms shall apply *mutatis mutandis* to Customer's access to and use of SG CarePath and the SG Digital Twins Workflow.

7.2 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 SG CarePath, the SG Digital Twins Workflow or the SG Platform, even if advised of the possibility of such damages.

8. Term and Termination

8.1 These SG CarePath Terms shall be effective from the date on which Customer first accesses SG CarePath and shall remain in effect for the duration of the Agreement, unless earlier terminated in accordance with this Section or the SG Terms.

8.2 SG may suspend or terminate Customer's access to SG CarePath at any time in the event of a breach by Customer of the SG Terms or these SG CarePath Terms, in accordance with the provisions of the SG Terms.

- 8.3 Upon termination or expiration of Customer's access to SG CarePath, Customer shall immediately cease all use of SG CarePath and the SG Digital Twins Workflow. The provisions of the SG Terms relating to the effects of termination shall apply.

9. Miscellaneous

SG may update, amend or modify these SG CarePath Terms from time to time. Customer will be notified of any update through the SG Platform and/or SG's legal documents page at <https://www.sophiagenetics.com/legal-documents/>.