

PREVENT Terms of Use

These PREVENT Terms of Use (the “Terms”) are entered into between SOPHiA GENETICS SA, a Swiss corporation headquartered at Rue du Centre 172, 1025 St-Sulpice, Switzerland (including its subsidiaries SOPHiA GENETICS SAS, SOPHiA GENETICS LTD and SOPHiA GENETICS, Inc.), and you (“You”).

Contradictory terms and conditions laid down by You shall not be binding upon SOPHiA GENETICS. Any deviation must be done in writing and signed by the parties.

SECTION 1. Definitions

“**Platform**” shall refer to the PREVENT platform that may be found on the link indicated by SOPHiA GENETICS (and which includes any of its functionalities, design, look and feel, trademarks, logos, graphics, texts, images, recordings and other such information).

“**Products**” shall refer to individual boxes offered by SOPHiA GENETICS which contain kits and tubes for the collection of saliva samples from data subjects to enable the provision of the Services.

“**Personal Information**” shall refer to information that can be used, whether by itself or in combination with other information, to identify You or data subjects. As part of the Services, SOPHiA GENETICS collects and stores the following Personal Information:

- a. Your Registration Information (the information You provide when You register for and/or purchase Products and Services);
- b. Genetic Information from data subjects regarding the data subject’s genotype generated through the processing of his/her saliva by SOPHiA GENETICS or its contractors.
- c. Clinical information from the data subject, including without limitation age, number of children, BMI, height, tobacco consumption, hormonal therapy, etc.
- d. Your Content from all the information, data, text, software, audio, graphics, video or messages other than Genetic Information generated by You.

“**Services**” shall refer to SOPHiA GENETICS’ PREVENT business line, including its Products, Platform and Services) as accessed from time to time by You.

SECTION 2. Your Acceptance

These Terms govern any use of the Services and any order of Products, including but not limited to (a) ordering of Products from the Platform; (b) submission of saliva sample for DNA extraction and genotyping; (c) interacting with the Platform; and (d) creating a PREVENT account without providing any sample. In order to use the Service and order Products, You must first agree to the Terms. You may not use the Services if You do not accept the Terms. You can accept the Terms by (a) clicking “Accept” where this option is made available for You; (b) signing a Quotation which refers to these Terms; or (c) actually using the Services and/or the Products.

These Terms may be modified by SOPHiA GENETICS from time to time. When such changes occur, SOPHiA GENETICS will make available on its website and on the Platform a new copy of the Terms. Your continuous use of the Services shall be treated as Your acceptance of the new Terms.

SECTION 3. Who may use the Services

By using the Services, You recognize that You are a health institution that provides healthcare services to patients (a “Health Institution”). You shall authorize certain healthcare professionals that are affiliated to it (each, a “Professional”) in writing through a Professional Account Request (attached hereto). A Health Institution may not request accounts on behalf of third parties that are not affiliated to it. Any Professional using the Services and/or the Products shall be bound by these Terms.

SECTION 4. Consent from Data Subjects

You, along with the Professionals affiliated to You, agree to obtain all necessary consent from the data subjects from which You collect saliva samples as part of the Services. As such, You agree to disclose to the data subject that their saliva sample will be sent to a third-party which will extract the DNA, proceed to the genotyping and upload it on the Platform to be ran through an algorithm. You further represent that You have all legal and regulatory authorizations to collect the samples.

SOPHiA GENETICS accepts no liability should You fail to obtain the necessary consent from the data subject and You agree to indemnify and hold harmless SOPHiA GENETICS for any such failure.

SECTION 5. Description of the Services

The Services consist of an online secure Platform which You may access with Your own login credentials, the provision of saliva collection tubes and the provision of a report further to the genotyping of such sample through the Platform. They are aimed at assisting Professionals to determine whether or not the data subjects they treat could benefit from earlier screening and prevention procedures for specific diseases or conditions.

To enable a Professional to use the Platform, its Health Institution must have an agreement with SOPHiA GENETICS and the Health Institution must have added the Professional to the list of authorized users to through the Professional Account Request (as referred to in Schedule A).

FOR PROFESSIONALS FOR WHICH AN ACCOUNT WAS CREATED: Should the Health Institution You are affiliated with have a signed agreement with SOPHiA GENETICS and You have been added by such Health Institution as an authorized user, You may access the Platform and create an Account. You may do so by entering the required information and selecting from the drop-down menu the Health Institution You are affiliated with. All information requested by the Platform is necessary and must be true and correct. To use the Services, You need to obtain a saliva collection tube from Your Health Institution. The Health Institution is the only authorized entity to order and distribute the Products to its authorized Professional. Once the Product is ready to be sent, You need to follow the instructions on the Platform to request a test to be executed, notably by inserting the reference number of the tube. Once completed, You may send the tube to the address indicated on the Platform. No other party (including Your Healthcare Institution) shall have access to the data of Your Account.

You will be notified once the results are uploaded and ready to be consulted, and You may login to consult them.

SOPHiA GENETICS reserves its rights to modify or discontinue the Services or Products, or any part thereof, as it deems appropriate. You shall be notified of such modification prior to its occurrence.

SECTION 6. Restricted Use and Representations

Accounts of Professionals only have access to the results from the data subjects they have directly requested a test for. You may not communicate or transfer Your login information with any third party and must keep such information secure, to

ensure the protection of the Personal Information thereto.

The Services are only offered to persons located in the United States, Canada, Switzerland or the European Union.

You shall only use the Products for the purpose of the Services and their provision in accordance with Section 5 hereinabove. Each Product shall be individually tracked by SOPHiA GENETICS to ensure it is used for such purpose. You shall not resale in any way, directly or indirectly, the Services or the Products, or any part thereof.

You may not use the Services except as provided for in the Terms, nor can You translate, reverse engineer, decompile or disassemble the Services. You may not rent, lease, assign or transfer the Services and/or the Products. You may not publish, distribute, upload or otherwise communicate through the Services any content, information or material that (i) violates or infringes the rights of third parties; (ii) is libellous, threatening, defamatory, obscene or indecent; (iii) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code; (iv) contains information that could be used to identify data subjects, except as requested by the Platform; or (v) violates any applicable laws.

You represent that:

- a. The information You consult on the Platform is not designed to diagnose or treat any condition or disease or ascertain the state of a data subject's health. The Services are intended for research and informational use only.
- b. The Services are based on current research and scientific knowledge as well as statistics, which are not complete or fail-proof. The Services may only help a healthcare professional determine if earlier prevention is likely to help a data subject for certain conditions, they cannot be interpreted as evidence of any condition or diagnosis.
- c. If You are located outside of the EU, You confirm that sending the saliva sample is not subject to any export ban or restriction in the country in which You reside.
- d. You agree that saliva samples and resulting data may be transferred and/or processed outside the country in which You reside.
- e. You represent that You are not an insurance company or an employer attempting to obtain information about an insured person or an employee.

- f. You give permission to SOPHiA GENETICS to perform genotyping services on the DNA You provide and specifically request SOPHiA GENETICS to provide the results of analyses performed on such DNA.

THE SERVICES ARE FOR RESEARCH, INFORMATIONAL AND EDUCATIONAL USE ONLY. SOPHiA GENETICS DOES NOT PROVIDE MEDICAL ADVICE.

SECTION 7. Product Delivery

The Services require ordering Products. Only a Healthcare Institution may order Products through the Platform. You shall purchase the Products at an agree price, indicated on the Quotation form. SOPHiA GENETICS shall ship the Products to the location indicated by the Healthcare Institution. The minimum quantity of Products that can be ordered for one (1) order is established at one hundred (100). All orders will be placed by the Healthcare Institution through a Purchase Order. SOPHiA GENETICS shall issue an order acknowledgement and each acknowledgement for the Products shall constitute a binding obligation upon the parties. You accept to pay for the ordered quantities of conforming Products on the terms set forth in Section 10.

All costs of transportation, duties and taxes shall be paid by You and You shall bear the risk of loss when the Products leave SOPHiA GENETICS' place of business. You shall inform SOPHiA GENETICS without undue delay (but no later than five (5) business days from receipt) of any non-conformity of the products.

SECTION 8. Your Content

SOPHiA Genetics does not claim ownership of Your Content (which shall refer to any information, data or content created, collected or processed, as required by the Products and/or the Services). Unless otherwise specified, You retain copyrights and other rights You already hold over Your Content that You create and submit. However, by submitting Your Content, You give to SOPHiA GENETICS and its affiliates a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat and create derivative works from any of Your Content.

You understand that SOPHiA GENETICS, in performing the required steps to provide the Services, may (a) transmit or distribute Your Content over various public networks and in

various media; and (b) make such changes to Your content as are necessary to conform and adapt that content to technical requirements of connecting networks, devices, services or media. You acknowledge that this license shall permit SOPHiA GENETICS to take these actions. You represent that You have all the rights, power and authority to grant the above license.

SECTION 9. Limited license

You acknowledge that all of Your Content, whether publicly posted or privately transmitted is the sole responsibility of the person from which such Your Content originated. This means that You, and not SOPHiA GENETICS, are entirely responsible for all Your Content that You upload, post, email or otherwise transmit via the Service.

You acknowledge that the Services content presented to You as part of the Services, are protected by copyright and/or other intellectual property rights that are owned by SOPHiA GENETICS. SOPHiA GENETICS grants You a Limited License solely towards the formatting, look and feel of the reports produced to copy and distribute free of charge, for non-commercial purposes only, provided You: (i) provide the Services content as it appears with no changes, (ii) include the following attribution on the materials You distribute: © SOPHiA GENETICS 2018. All rights reserved; and (iii) agree to have no right to offer anyone else any further right with respect to this Services content. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Services content unless You have been specifically authorized in writing to do so in by SOPHiA GENETICS.

SECTION 10. Payment terms

When an Institutional Account orders Products, an invoice shall be issued once You receive a confirmation order from SOPHiA GENETICS. The invoice shall be sent to the e-mail address You provided as part of the registration process for the Institutional Account.

SOPHiA GENETICS shall consider that a test has been ordered when a Professional inputs the required data from a data subject along with the tube number in its Account. For each calendar month where tests are ordered by a Account, an invoice shall be issued by SOPHiA GENETICS. The invoice shall be sent to the Healthcare Institution linked to the Account of the Professional and shall not contain Personal Information. The Healthcare Institution hereby agrees to pay any and all amounts resulting from the orders of Accounts of its authorized Professionals..

Invoices are due thirty (30) days after the date of the invoice. In case of late payment, an administrative fee of one and a half percent (1 1/2 %) per commenced month of delay shall be automatically added to the invoice.

SOPHiA GENETICS may amend its prices at any time. All amounts shall be paid in EUROS (EUR).

Any issue regarding invoicing should be communicated to SOPHiA GENETICS at receivables@sophiagenetics.com.

SECTION 11. Support

Support for the Platform is offered free of charge to You. Any request should be submitted to support@sophiagenetics.com. The request shall be deemed received once You receive a confirmation of receipt. Support shall provide its services in accordance with internal policies and shall ensure follow-up of requests in accordance with the prioritization it deems necessary, at its sole discretion. Support is offered Monday through Friday during regular business hours (CET and EST) every day except during national holidays in the United States and Switzerland.

SECTION 12. Indemnification

You agree to defend and hold SOPHiA GENETICS and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors and assigns harmless from any claim or demand (including reasonable attorneys' fees) made by any third party due to or arising out of User Content You submit, post to or transmit through the Services, Your use of the Services, Your connection to the Services or Your violation of the Terms.

SECTION 13. Warranties and limitation of liability

SOPHiA GENETICS shall provide the Services and the Products in accordance with industry standards, using reasonable skills and care to conform to the published description.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. SOPHiA GENETICS DISCLAIMS ANY AND ALL WARRANTY RELATED TO THE INTERPRETATION OF THE RESULTS. SUCH RESULTS ARE PROVIDED "AS IS". SOPHiA GENETICS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PURPOSE, AND NON-INFRINGEMENT. SOPHiA GENETICS DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE UNINTERRUPTED, TIMELY OR UNFAILINGLY SECURE. ANY MATERIAL OBTAINED

FROM THE SERVICES IS DONE AT YOUR OWN DISCRETION. SOPHiA GENETICS SHALL NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED THEREIN AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES, UNLESS SOPHiA GENETICS WAS GROSSLY NEGLIGENT OR WILFULLY MISCONDUCTED.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

SECTION 14. Term and Termination

These Terms will continue to apply until terminated by either You or SOPHiA GENETICS. Should You wish to terminate the agreement between You and SOPHiA GENETICS, You may notify SOPHiA GENETICS at any time in writing, which will entail closing Your accounts for all of the Services that You use. You may also follow instructions online in Your account to terminate the agreement.

The closing of an Account will not entail the termination of the Agreement with the Healthcare Institution. However, the termination of the Agreement with the Healthcare institution will result in the closure of all of the affiliated Professional Accounts without further notice.

SOPHiA GENETICS shall, at any time, terminate its legal agreement with You if You have breached any of the Terms, if SOPHiA GENETICS is required to do so by law, if the partner with whom SOPHiA GENETICS offers the Services to You has terminated its contractual relationship with SOPHiA GENETICS for any reason whatsoever, or if we choose to discontinue the Services.

SECTION 15. Anti-corruption

You agree to fully comply with all applicable laws, regulations, orders, ordinances, resolutions and requirements having the force of law in the U.S., the E.U. and Switzerland, relating to anti-bribery and anti-money laundering.

SECTION 16. Governing law and Jurisdiction

These Terms shall be interpreted in accordance with the laws of Switzerland, except for its conflict of laws provisions. The United Nations Convention on Contracts for the International

Sale of Goods is expressly excluded. You agree to the jurisdiction of the courts of Lausanne, Switzerland.

SECTION 17. Regulatory

It is Your responsibility to comply with all applicable laws and regulations when using the Services and/or the Products.

SECTION 18. Proprietary Rights

Nothing in these Terms or in any related documents thereto shall transfer any ownership rights or license under trademark, patent, copyright or any other right, as they relate to the Services and/or the Products from SOPHiA GENETICS to You.

You acknowledge that SOPHiA GENETICS owns all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services. The Services may contain information which is designated confidential by SOPHiA GENETICS and You shall not disclose such information without SOPHiA GENETICS' prior written consent. Information presented to You as part of the Services is protected by proprietary rights and laws, You agree not to, and not to permit anyone, to

modify, rent, lease, loan, sell, distribute or create derivative works or otherwise attempt to extract the source code of the Services or the Platform or any part thereof. If any Platform or software is ever suggested as part of the Services to be downloaded, it shall remain the copyrighted work of SOPHiA GENETICS.

SECTION 19. HIPAA

Should You be located in the United States and are subject to the Health Information Portability and Accountability Act (“HIPAA”), You recognize that Your use of the Services and any data that You put on the Platform shall be subject to SOPHiA GENETICS' Business Associate Agreement, which may be found at <http://www.sophiagenetics.com/legal>.

SECTION 20. GDPR

Should You be located within a Member State of the European Union or handle data from citizens of an EU Member State, Your use of the Services shall be governed by SOPHiA GENETICS' GDPR Addendum, which may be found at <http://www.sophiagenetics.com/legal>.

SCHEDULE A

Professional Account Request

Name of Healthcare Institution	_____
Customer Number:	_____
Address:	_____ _____ _____
Contact person, e-mail, phone number:	_____ _____ _____
<p>Name and full contact information of new Professional to be included (list all if more than one). Please include:</p> <ul style="list-style-type: none"> - Name; - E-mail address; - Phone number. 	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
Effective date:	_____
Type of diseases or conditions to include in the Account:	_____
Authorized signature of Healthcare Institution:	_____ Name: _____ Title: _____