

SOPHiA CarePath™ for DEEP-Lung-IV

Terms of Use

SOPHiA GENETICS is conducting a retrospective, prospective, observational, international and multicentric study on patients diagnosed with metastatic non-small cell lung cancer (“NSCLC”) (treated in the first line setting) (the “**DEEP-Lung-IV Study**”). As part of the performance of the DEEP-Lung IV Study, personal data is collected, processed, and stored (the “**Study Data**”) in accordance with the Protocol, the Data Transfer Plan, and the Subject Information Notice/Informed Consent Form of the DEEP-Lung IV Study (hereinafter collectively referred to as the “**Study Documentation**”).

SOPHiA GENETICS has developed the SOPHiA CarePath™, a web-services platform (“**CarePath**”) (i) to allow the visualization of the Study Data; and (ii) to provide statistical information (cohorting) related to the Study Data based on the aggregation and the meta-analysis performed as part of the DEEP-Lung-IV Study (collectively, the “**CarePath Content**”).

In this context, SOPHiA GENETICS grants the participant sites of the DEEP-Lung-IV Study (the “**Site(s)**”) a right for their authorized end-users (the “**End-User(s)**”) to access CarePath under the following conditions.

These TERMS OF USE (these “**Terms**”) govern the use of CarePath by any End-User. Any access or use of CarePath shall be deemed as full acceptance of these Terms. Any document provided by the Sites or their End-Users that contains or incorporates by reference any terms or conditions different from, or in addition to, the terms and conditions set forth in these Terms shall not be binding on the Parties or be construed to amend these Terms, even if accepted by SOPHiA GENETICS. SOPHiA GENETICS reserves the right to change these Terms at any time and without notice. To be informed of any changes, the Sites and their End-Users must refer before any use of CarePath to the latest version of the Terms accessible at any time on CarePath.

SOPHiA GENETICS, the Sites or their End-Users may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. Appropriate Use

1.1 General. SOPHiA GENETICS shall grant to the Sites and their End-Users access to CarePath which is in different stages of development and is for research use only and not for use in diagnostic procedures. The Sites and their End-Users are responsible for ensuring compliance with applicable international, national, and local clinical research regulations and other specific accreditation requirements. Such access shall be granted on a temporary basis by SOPHiA GENETICS and at no cost to the Sites or the End-Users, aside from their own internal cost associated with operating CarePath (e.g. internet costs). CarePath may not perform as specified. SOPHiA GENETICS shall provide reasonable technical, scientific and general assistance to the End-Users for the use of CarePath. The Parties acknowledge and agree that CarePath is not granted exclusively to the Sites and their End-Users. The

finalization, launch and/or commercialization of CarePath subject to SOPHiA GENETICS’ sole discretion cannot be guaranteed.

1.2 Right of use. Subject to full compliance by the Sites and their End-Users with these Terms, SOPHiA GENETICS grants to the Sites and their End-Users during the term of these Terms, a non-exclusive and non-transferable (in whole or in part) right to access CarePath and use the CarePath Content for their internal use only. No other use of CarePath shall be allowed.

1.3 Covenants. The Sites and their End-Users covenant and agree to use CarePath, in strict compliance with the instructions and directions provided by SOPHiA GENETICS. More specifically, but without limiting the generality of the foregoing, the Sites and their End-Users undertake not to:

- Use CarePath except as provided in these Terms;
- 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 CarePath, or any of its content, components or constitutive elements, design elements, graphical user interface and source codes, nor SOPHiA GENETICS’ names, logos, trademarks or distinctive signs, without the prior written authorization from SOPHiA GENETICS;
- Translate, reverse engineer, adapt, analyze, compile, decompile or disassemble in any way or perform any other operation intended to access all or part of CarePath, or attempt to do so;
- Rent, lease, sell, resell, assign, sublicense or otherwise transfer CarePath, or any part thereof;
- Merge all or part of CarePath, into other computer programs or create derivative works therefrom;
- Make any changes to CarePath, of any nature whatsoever, as this right is exclusively reserved to SOPHiA GENETICS;
- Download, distribute or publish in any other way, through the usage of CarePath, any content, information or other material that could (i) violate or infringe the rights of any third-party; (ii) be libelous, threatening, defamatory, obscene, or indecent or could give rise to any civil or criminal liability under any laws or regulation; (iii) include any bugs, viruses, worms, trap doors, Trojan horses or other harmful code; (iv) contain information that could be used to identify an individual in a way inconsistent with CarePath; or (v) violate any applicable laws and regulations;
- Allow, directly or indirectly, by advice, help or assistance, any third-party to carry out any of the above-mentioned acts or to infringe SOPHiA GENETICS’ intellectual property rights.

In addition, the Sites and their End-Users covenant to inform SOPHiA GENETICS as soon as it becomes aware of any hacking, breaches or any illegal or improper use of CarePath, or any part thereof.

SOPHiA CarePath™ for DEEP-Lung-IV

Terms of Use

1.4 Account information. The End-Users shall provide SOPHiA GENETICS an email address and generate its own password on Azure AD. SOPHiA GENETICS shall provide the End-Users with a web link allowing the authorized user(s) to access CarePath with the email communicated to SOPHiA GENETICS and generated password. These log-in credentials are, and shall remain, as Confidential Information, as defined below. The End-Users shall immediately inform SOPHiA GENETICS in the event of (i) loss or theft of log-in credentials, or (ii) a person other than the applicable authorized user is aware of such authorized user's log-in credentials. In such case, the End-Users shall comply with the instructions provided by SOPHiA GENETICS. The End-Users shall be responsible for the use of CarePath through log-in credentials allocated to it.

1.5 Cooperation. The Sites and their End-Users shall at all times during its access to CarePath and use of CarePath Content: (a) be responsible for the acquisition, installation, testing, monitoring, and maintenance of adequate hardware, network connections, and services necessary to access CarePath and use CarePath Content; (b) provide all cooperation and assistance as SOPHiA GENETICS may reasonably request; (c) use CarePath Content in compliance with all applicable laws, rules, regulations, recommendations and documentation provided by SOPHiA GENETICS; and (d) retain sole responsibility for all access to CarePath and use of CarePath Content by themselves.

1.6 Suspect activity - Monitoring. SOPHiA GENETICS reserves the right to monitor, without further notice, the Sites and their End-Users' access to CarePath and use of CarePath Content and the Sites and their End-Users consent thereto by their access to CarePath. SOPHiA GENETICS' monitoring may include, without limitation, the monitoring, collecting, accessing, recording, disclosing, inspecting, reviewing, and retrieving, of log-ins, data entries and data transfers, recordings, and other uses of CarePath Content. SOPHiA GENETICS may also store copies of such data and communications after they are created and may delete such copies from time to time without notice.

In addition, SOPHiA GENETICS may collect aggregated information of the Sites and their End-Users' activities while accessing CarePath and using CarePath Content (including, but not limited to, the use of cookies), (i) to respect SOPHiA GENETICS' legitimate interests; (ii) to improve and/or develop CarePath, and/or any other products and services; and (iii) to compile statistics, select suppliers or promote CarePath, or any other products and services.

1.7 Suspension. SOPHiA GENETICS reserves the right to, without any cause, interrupt, suspend or limit access to all or part of CarePath, and notably in the event that: (a) the Sites or their End-Users or any third party engages in activities that SOPHiA GENETICS reasonably deems a risk to the security or integrity of SOPHiA GENETICS, CarePath, or any Study Data, or that are prohibited pursuant to these Terms; (b) SOPHiA GENETICS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires SOPHiA GENETICS to do so; (c) SOPHiA

GENETICS reasonably believes that the Sites or their End-Users have failed to comply with these Terms, or have been or are likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with CarePath. The Sites and their End-Users expressly acknowledge that any interruptions, suspensions or limitations may occur at any time without prior notice. This Section does not limit any of SOPHiA GENETICS' other rights or remedies, whether at law, in equity, or under these Terms.

2. Evaluation & Feedback

2.1 When using CarePath, SOPHiA GENETICS may contact the Sites and their End-Users for their evaluation and feedback about the functionalities, user experience, output and usability performance characteristics of CarePath ("**Feedback**"). The Sites and their End-Users shall provide Feedback to SOPHiA GENETICS.

2.2 SOPHiA GENETICS will not provide any compensation for the Sites and their End-Users for the provision of the Feedback.

3. Results - Intellectual Property

3.1 All right, title, and interest in and to CarePath and CarePath Content, including all intellectual property rights therein, is and shall remain the sole and exclusive property of SOPHiA GENETICS. The Sites and their End-Users acknowledge that any intellectual property generated or conceived as part of accessing CarePath and using CarePath Content shall be solely owned by SOPHiA GENETICS. In this respect, the Feedback shall be owned exclusively by SOPHiA GENETICS. Accordingly, the Feedback may be used by SOPHiA GENETICS to improve, modify or adapt CarePath, and/or any of its products and services, at SOPHiA GENETICS' discretion. It is also understood that the Feedback may be used for research and for commercial purposes.

3.2 Except for the rights expressly granted to the Sites and their End-Users in these Terms, the Sites and their End-Users are not provided with any other right to CarePath, CarePath Content, or the intellectual property rights therein, whether by implication, estoppel, or otherwise. The Sites and their End-Users is not granted any right to use any trademark, service mark, logo or trade name of SOPHiA GENETICS.

4. Confidentiality

The Parties will treat as confidential all information that is reasonably identifiable as confidential or proprietary based on the circumstances of its disclosure or by its nature are not intended to be disclosed to unauthorized third parties ("**Confidential Information**"). Confidential Information includes: (a) in the case of the Sites, the Study Data, the Sites' know-how, trade-secrets and its financial and technical documentation and information; and (b) in the case of SOPHiA GENETICS, its know-how, trade secrets, intellectual property, including but not limited to CarePath, its proprietary software, algorithms and information technology

SOPHiA CarePath™ for DEEP-Lung-IV

Terms of Use

architecture and its financial and technical documentation and information. The Parties recognize and accept that the Feedback shall not be considered as Confidential Information. The Parties shall keep strictly confidential all Confidential Information of the other Party, provided that the receiving Party is entitled to disclose to its employees and bona fide third parties Confidential Information only as reasonably necessary to enjoy the rights granted or perform the obligations herein and for the completion of CarePath's development phase. The Parties shall also ensure that all employees and third parties undertake the same or similar confidentiality obligations. The preceding undertakings shall not apply to information given that the receiving Party can show such information is available in the public domain or is publicly accessible or is independently developed. The foregoing obligation of confidentiality shall remain in full force for the entire duration of these Terms and after its termination for five (5) years, except the obligations of these Terms shall continue to apply to all trade secrets disclosed hereunder for so long as they remain trade secrets or are otherwise protected by applicable law.

5. Publication

5.1 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: (i) the Sites grant to SOPHiA GENETICS a non-exclusive, non-transferable, worldwide license to use and reproduce the Sites' names and logo for the purpose of disclosing the Parties' business relationship and use of CarePath; and (ii) the Sites are authorized to use SOPHiA GENETICS' name solely to identify SOPHiA GENETICS as the supplier of CarePath.

5.2 Without limitation to this Section 5, it is understood that neither the Sites nor their End-Users shall use the data, final reports, and other information provided as part of the access to CarePath and use of CarePath Content for any scientific publication without the prior written consent of SOPHiA GENETICS.

6. Study Data

SOPHiA GENETICS will process the Study Data in accordance with the Study Documentation and not for other purposes or activities.

7. Warranty - Disclaimer

7.1 SOPHiA GENETICS provides CarePath and other items and information hereunder "as is" without any express warranties or representations of any kind. Any use by the Sites and their End-Users of CarePath or information provided is at the Sites' and their End-Users' own risk. SOPHiA GENETICS disclaims all implied warranties and representations, conditions and guarantees, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. It is also understood that SOPHiA GENETICS does not warrant that CarePath will be in production or be implemented. In particular, the Sites acknowledge and accept that CarePath is in

different stages of development and is for research use only and not for use in diagnostic procedures. The Sites and their End-Users are responsible for ensuring compliance with applicable international, national, and local clinical research regulations and other specific accreditation requirements.

7.2 The Parties hereto represent that they have the necessary capacity and authority to enter into these Terms.

8. Limitation of Liability

To the fullest extent permissible by applicable law, in no event shall SOPHiA GENETICS 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 to access CarePath and use CarePath Content, even if advised of the possibility of such damages.

9. Indemnification

The Sites shall defend, indemnify and hold harmless SOPHiA GENETICS and all its personnel and representatives from any claim, demand, cause of action, liability, loss, damage, cost or expense (including reasonable attorney fees) arising out of or in connection with: (i) any act or omission by the Sites or their End-Users in connection with the access to CarePath and use of CarePath Content or (ii) a breach of the Sites or their End-Users' representations, warranties or obligations as provided in these Terms; or (iii) claiming that use of the Feedback infringes or violates any third party intellectual property or other rights.

10. Force Majeure

Neither Party shall be held responsible to the other Party for any default or delay in the execution of its obligations caused by circumstances beyond its control. Without limiting the generality of the foregoing, pandemics, natural disasters, strikes, fires, war and insurrections and actions or government or regulatory bodies, which prevent a Party from performing under these Terms shall be deemed to constitute force majeure, provided however, that the Party that is excused from performance takes all measures necessary to prevent, control or limit the effect of the force majeure so that performance may resume as soon as possible.

11. Termination

11.1 SOPHiA GENETICS shall have the right to terminate or suspend the Sites' and their End-Users' access to CarePath with or without cause by giving ten (10) business days prior written notice thereof to the Sites (email accepted) (the "**Termination Notice**"). Nothing in these Terms shall rescind the obligations that may have accrued or the rights and privileges of each Party up to the date specified in the Termination Notice.

SOPHiA CarePath™ for DEEP-Lung-IV

Terms of Use

11.2 In addition to the provisions surviving by operation of law, sections “CONFIDENTIALITY”, “RESULTS – INTELLECTUAL PROPERTY”, “STUDY DATA”, “WARRANTY – DISCLAIMER”, “LIMITATION OF LIABILITY” and “INDEMNIFICATION”, as well as this Section, shall survive the termination or expiration of these Terms.

12. Miscellaneous

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland and the Parties shall submit to the exclusive jurisdiction of the competent courts of Lausanne, Switzerland.

12.2 The Parties agree that SOPHiA GENETICS may subcontract the performance of all or any part of its obligations to one or more subcontractors of its choice.

12.3 Nothing contained herein or done hereunder shall be construed as establishing any agency, employment, partnership or joint venture relationship between the Parties for any purpose whatsoever.

12.4 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of these Terms itself or any of its provisions.