

These **TERMS AND CONDITIONS** (these “**Terms**”) govern the relationship between SOPHIA GENETICS, Inc. (“**SG**”), a Delaware corporation with its principal office located at 185 Dartmouth Street, 5th Floor, Boston MA, 02116, USA, and the Customer (“**Customer**”) identified on the Order Form, and Customer’s purchase of SG’s Products and Services described on the Order Form entered into by the Parties. In the event of a conflict between a provision of these Terms and any provision set forth in the Order Form, these Terms shall control unless the Order Form expressly states the intent to supersede such conflicting provision of these Terms. Any purchase order or other ordering document provided by Customer that contains or incorporates by reference any terms or conditions different from, or in addition to, the terms and conditions set forth in this Agreement shall not be binding on the Parties or be construed to amend this 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. Purchased 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 pursuant to the Order Form. During the Term, subject to the terms of this 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 this Agreement, SG will use commercially reasonable efforts to provide the Professional Services, if any, in accordance with the Order Form.

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 the Order Form. 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 the Order Form. 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 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 the Order Form. Subject to and in accordance with this Agreement, including without limitation, payment of all applicable Fees, SG grants Customer during the Term a non-transferable, non-exclusive license (without rights to sublicense) to install and use one copy of the Licensed Software, solely for Customer’s internal use by Authorized Users. If the Order Form for Licensed Software specified that license thereto is a “Floating License”, then the number of simultaneous users may not at any time, throughout the term of the License, be greater than the maximum number of Authorized Users set out in the Order Form. If SG provides Customer with an Update of the Licensed Software, Customer shall install and use such Update. If Customers 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.

1.5 Third Party Vendors. With respect to any third-party vendors used by SG to perform Services under an Order Form, Customer shall not solicit such vendors to perform any services directly for Customer during the Term of such Order Form and one year thereafter. SG shall not be responsible for such third party’s acts or omissions.

2. Use Restrictions; Suspension

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 this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure that its Representatives shall not, except as this 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 (i) access or use the Software Services, SG Technology, or Products beyond the scope of the express authorization granted under this Agreement.

3. Customer Responsibilities

3.1 Cooperation. Customer shall at all times during the Term: (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 this 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 the Order Form 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.

4. Financial Terms

4.1 Fees; Payment Terms. Customer agrees to pay SG the Fees. In the event that: (a) a Flagged Analysis Claim occurs; or (b) Customer’s use of the Services or Products exceeds the scope of use of such Services or Products purchased under the Order Form, then in each case ((a) or (b)), SG is permitted to charge Fees for the Flagged Analysis Claim or such excess use at the price specified for such Services or Products in the Order Form, or if no such price is specified in the Order Form, at SG’s then-current applicable price.

4.2 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 U.S. Consumer Price Index (all urban consumers) at the end of each twelve (12)-month period from the Effective Date. Any such increase in Fees shall be effective automatically (without further notice to Customer) upon commencement of a Renewal Term. 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. 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. 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. SG shall review its security controls regularly, but no less than annually, and update and maintain them to ensure they are commercially reasonable. SG will comply with all laws applicable to its processing of Personal Information.

5.2 Customer Data – Data Protection.

(a) In the event SG provides Services to Customer hereunder for which SG would be considered a “Business Associate” (as that term is defined under *HIPAA*), then the Parties shall enter into and comply with the terms of a mutually acceptable Business Associate Agreement, as defined and in accordance with *HIPAA*. Customer acknowledges and agrees that SG shall have the right to immediately terminate all applicable Order Forms or suspend the performance of applicable Services if Customer fails to enter into such agreements promptly following SG's reasonable request. 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 following purposes: (i) for performing this Agreement; (ii) to pseudonymize and anonymize Customer Data; (iii) for statistical, scientific, or research purposes; (iv) for creating Insights; (v) for providing biomarker identification; (vi) for researching, developing, maintaining, or promoting the SG Technology, Products, or Services; or (vii) as permitted or required by applicable laws, rules, and regulations.

(b) 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 this Agreement. Customer hereby consents to such transfer. SG shall, in connection with such transfers, comply with all applicable laws, rules, and regulations.

6. Confidentiality

6.1 Confidential Information. Each Party (the “**Disclosing Party**”) may from time to time during the Term 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 this 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 this 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 this Agreement, including, without limitation, the misappropriation of the Confidential Information.

6.3 Exceptions. The Receiving Party's obligations under this Section 6.3 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 this 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 this Agreement or any Order Form, the Receiving Party's obligations under this Section 6 shall remain in effect for five (5) years following the expiration or termination of this Agreement or the applicable Order Form. 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 this 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 or the 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 this Agreement), sublicensable, royalty-free, fully paid-up license to access, extract, use, host, reproduce, distribute, display, analyze, modify, and prepare derivative works of all Customer Data solely for the following purposes: (a) for performing this Agreement; (b) to pseudonymize and anonymize Customer Data; (c) for statistical, scientific, or research purposes; (d) for creating Insights; (e) for providing biomarker identification; (f) for researching, developing, maintaining, or promoting SG Technology or SG's products or services; or (g) as permitted or required by applicable laws, rules and regulations. For clarity, Customer Data does not include Insights and Feedback.

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 this Agreement, then as its sole and exclusive remedy, Customer shall have the right to terminate the Order Form 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 this 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 Publicity. 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 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 relating to this Agreement; (b) Customer hereby authorizes SG and its Affiliates to use and reproduce Customer's name for the purpose of providing Insights and biomarker identification correlation to any customers of SG; 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 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 this 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. 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 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. 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 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. 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.

(a) 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. Unless otherwise specified in the Order Form, SG Technology, Services, and Products are for research use only, and are not designed, approved, authorized or licensed by any regulatory authority for any specific or intended use.

9. Indemnification

9.1 Generally. 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 this Agreement; (b) Customer's use of the Software Services, SG Technology, or Products; (c) Customer's material breach of this Agreement; or (d) gross negligence, willful misconduct, or violation of applicable laws, rules, or regulations by Customer or its Representatives in connection with this Agreement. Customer's indemnification obligations under this Section 9.1 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 THIS AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID UNDER THIS 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 THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION 10 ARE ESSENTIAL TO THEIR INTENT TO ENTER INTO THIS 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 this Agreement shall commence on the Effective Date and continue for the period set forth in the Order Form (the "**Initial Term**"). Unless otherwise provided in the Order Form, upon expiration of the Initial Term, the term 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 this Agreement shall expire without renewing upon the expiration of the Initial Term or the then-current Renewal Term.

11.2 Termination.

(a) Termination for Breach. In the event that either Party materially breaches any provision of this Agreement, the non-breaching Party may terminate this 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.

(b) Termination without Cause. Either Party may terminate this 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.

11.3 Effect of Termination or Expiration. Upon any expiration or earlier termination of this 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.

11.4 Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 2, 5.2(a), 5.2(b), 6, 7, 8.3, 9, 10, 11.3, 11.4, and 12.

12. Miscellaneous

12.1 Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this 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 this 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 this 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 this 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. This Agreement shall be binding upon and inure to the benefit of the permitted assigns of the Parties. Any attempted assignment of this Agreement or any rights or obligations hereunder in contravention of this Section 12.3 shall be void ab initio.

12.4 Notices.

(a) Addresses. All notices required to be provided pursuant to this Agreement must be in writing and addressed to the address of the applicable Party as set forth in the Order Form, 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 this 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 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. This 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 this 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. This Agreement (including, for the avoidance of doubt, any provisions contained in the Order Form) may not be amended or modified except by the written consent of both Parties.

12.8 Governing Law; Arbitration; Forum Selection. This Agreement and action related thereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Massachusetts, USA, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. In the event a dispute shall arise between the Parties, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for arbitration in accordance with the rules of the American Arbitration Association. A single arbitrator shall conduct all arbitration proceedings in Boston, Massachusetts. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorneys' fees for having to compel arbitration or defend or enforce the award.

12.9 U.S. Government Restricted Rights. The Licensed Software, if any, licensed under this Agreement is "Commercial Computer Software" and "Commercial Computer Software Documentation" as those terms are defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense FAR Supplement (DFARS). Such Licensed Software is provided to end users for use, by and for the U.S. Government, with only those rights as are granted to all other end users pursuant to this Agreement. Use of such Software is permitted only by parties who are authorized by an appropriate U.S. Government official. This

provision is in lieu of, and supersedes, any FAR, DFARS, or any other provision that relates to use of the commercial computer software licensed under this Agreement.

12.10 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.

12.11 Construction; Interpretation. This 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 this Agreement are for convenience only, and shall be of no effect in construing or interpreting any provision. As used in this 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.

12.12 Severability. If any provision of this 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 this 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.

12.13 Signatures; Counterparts. Any documents to be signed by the Parties in connection with this Agreement (including the Order Form) 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 electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., DocuSign), or via other transmission method.

Schedule A

Key Definitions

“**Access Credentials**” means any user name, 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.

“**Agreement**” means collectively, these Terms and an Order Form executed by Customer and SG.

“**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 this 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.

“**Customer Data**” means any and all information, biological samples, data (including clinical data), communications, messages or other materials or content, uploaded, submitted or otherwise provided by Customer (including by Authorized Users) through the Software Services or the Licensed Software.

“**Effective Date**” means the date upon which this Agreement shall commence, as set forth in the Order Form.

“**Flagged Analysis Claim**” means any analysis run performed by SG pursuant to this Agreement, with respect to which: (a) Customer has notified SG in writing of an error in such analysis run; (b) SG refunded, or did not charge Customer, for such analysis run; and (c) after investigation, SG determines that there was no such error caused by SG’s Products.

“**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.

“**Fees**” means the fees and other charges payable to SG set forth in the 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 this Agreement.

“**HIPAA**” means the *Health Insurance Portability and Accountability Act of 1996* and associated rules, as amended from time to time.

“**Licensed Software**” means the proprietary software(s) provided by SG to Customer, as set forth in the Order Form. Licensed Software includes, without limitation, Alamut™, Radiomics, and Prevent software.

“**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 an order form or other purchasing document signed by an authorized representative of each Party and to which these Terms are attached or incorporated into by reference, setting forth: (a) the Products and Services to be provided pursuant to this Agreement, if any; (b) the Licensed Software to be licensed pursuant to this Agreement, if any; (c) the Term; and (d) 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 Information**” means any information related to an identified or identifiable natural person.

“**Products**” means the tangible goods purchased by Customer, as set forth in the 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 the 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 may be further described in the Order Form.

“**Services**” means, collectively Software Services, Professional Services, and any other services provided by SG in connection with this 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 SG DDM™ platform.

“**SG Technology**” means, collectively: (a) the SG Platform; (b) the computer software, computer code, scripts, neural networks, artificial intelligence, application programming interfaces, methodologies, processes, templates, work flows, diagrams, tools, algorithms, formulas, user interfaces, know-how, trade secrets, techniques, designs, inventions, third-party services and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to operate and make the SG Platform available; (c) the information technology infrastructure underlying or otherwise used to operate or make the SG Platform 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; (d) the Licensed Software; (e) all Updates; (f) all derivative works of any of the foregoing; (g) the aggregated, anonymized data that is derived from the analysis performed by SG or its Affiliates on Customer Data (“**Insights**”); and (h) all intellectual property rights in or to any of the foregoing. For clarity, SG Technology does not include Customer Data.

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