

EARLY ACCESS PROGRAM AGREEMENT

BETWEEN: **SOPHiA GENETICS SA**, a corporation established under the laws of Switzerland, with registered offices at Rue du Centre 172, CH-1025 Saint-Sulpice, Switzerland,

(hereinafter referred to as “**SOPHiA**”)

AND: **General University Hospital in Prague**, with registered offices at U Nemocnice 499/2, 128 08 Praha 2, Czech Republic ID.No: 00064165, represented by: prof. MUDr. David Feltl, Ph.D, MBA, Director

(hereinafter referred to as “**Partner**”)

RECITALS

WHEREAS SOPHiA provides services and products to support the bioinformatics analysis, quality assurance, visualization and banking of patient DNA sequence data;

WHEREAS SOPHiA invests in R&D and would like to collaborate with its customer to test certain features/products. [REDACTED]

WHEREAS the Partner has expressed its interest in collaborating with SOPHiA on the EAP SOPHiA for development of the SOPHiA [REDACTED] Product;

WHEREAS the Parties agree to collaborate on the EAP, under the terms and conditions set forth herein;

WHEREAS the Parties wish to witness in writing their agreement (“**Agreement**”), as follows.

NOW, THEREFORE, the Parties agree to the following:

1. **EAP OVERVIEW**

- 1.1. Partner shall participate in the EAP to test the Products. For that purpose, Partner (i) shall evaluate the functionalities, user experience, output and performance characteristics of the Products, under clinical conditions through the fully anonymized upload of genetic and clinical data on the Platform to have said data analyzed, and (ii) shall provide feedback to SOPHiA to this end (“**Feedback**”). Upon completion of the EAP, Partner shall provide final Feedback regarding the Products and, more generally, the EAP.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4.

1.5. SOPHiA shall provide reasonable technical, scientific and general assistance to the Partner throughout the EAP.

1.6. The Parties understand that SOPHiA may ask third parties to conduct other parts of the EAP, at SOPHiA's discretion, and that the EAP is not granted exclusively to Partner. Furthermore, the Parties may, through written agreement, add other Partners to the scope of the EAP within this Agreement.

1.7. The Parties shall perform the EAP in accordance with the schedule and conditions indicated in Annex A.

2. **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 Partner, the Partner's know-how, trade-secrets and its financial and technical documentation and information, and (b) in the case of SOPHiA, its know-how, trade secrets, intellectual property, including but not limited to its proprietary software, algorithms and information technology 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 far as is necessary to enjoy the rights granted or perform the obligations herein and for the completion of the Product's development phase. For the avoidance of doubt, SOPHiA shall be authorised to disclose the name of the Partner and information related to the successfulness of the EAP to bona fide Third Parties which may include the APR ("Analytical Performance Report") related to the Product'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. The foregoing obligation of confidentiality shall

remain in full force for the entire duration of this Agreement and after its termination for five (5) years.

3. RESULTS OF EAP

The Partner

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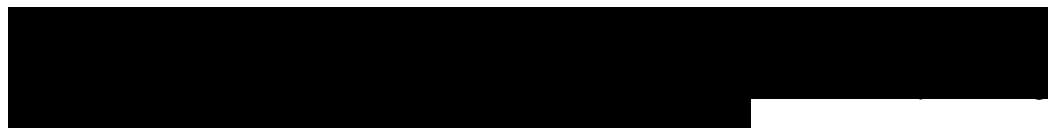
4. PUBLICITY

Subject to the terms of Sections 2 and 3, neither Party will use the name of the other in any publication, promotion or advertisement with respect to the EAP or its results, without the prior written consent of the other.

It is understood that Partner shall not, as part of the EAP, use the data, final reports, Feedback and data related therein for any scientific publication without the prior written consent of SOPHiA.

However, for the purpose of completing the Product's development phase and for the purpose of promoting the Product, Partner hereby authorizes SOPHiA to disclose information related to the EAP or its results to bona fide Third Party, including but not limited to, Partner's identity, APR and status of the EAP.

5. PARTNER DATA

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6. WARRANTY DISCLAIMER

SOPHiA provides all Products and other items and information hereunder "as is" without any express warranties or representations of any kind. Any use by the Partner of the Products and/or the Platform and/or the results from analysis of the data uploaded by the Partner is at the Partner's own risk. SOPHiA disclaim all implied warranties and representations, conditions and guarantees, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. SOPHiA does not warrant that the Products and/or the Platform and/or the analysis of the data uploaded by the Partner or any part thereof will meet the Partner's requirements or be uninterrupted, secure or error-free, or that errors will be corrected. It is also understood that SOPHiA does not warrant that the Products and/or the results of the EAP will be in production or be implemented in the Platform and/or any of its products and services.

The Parties hereto represent that they have the necessary capacity and authority to enter into this Agreement.

7. LIMITATION OF LIABILITY

To the fullest extent permissible by applicable law, in no event shall SOPHiA 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 use the Products and/or the Platform, even if advised of the possibility of such damages.

8. INDEMNIFICATION

Partner shall defend, indemnify and hold harmless SOPHiA and all its personnel and/or representatives from any claim, demand, cause of action, liability, loss, damage, cost or expense (including reasonable attorney's fees) arising out of or in connection with (i) any act or omission by the Partner in connection with the use of the Products and/or the Platform or (ii) a breach of any of the Partner's representations, warranties or obligations as provided in this Agreement or (iii) claiming that use of the Feedback infringes or violates the third party's intellectual property or other rights.

9. 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, natural disasters, strikes, fires, war and insurrections and actions or government or regulatory bodies, which prevent a Party from performing under the Agreement 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.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1.** All work and research done in connection with the EAP will be done in compliance with all applicable laws, regulations and guidelines applicable to the Parties.
- 10.2.** Without limiting the generality of the foregoing, the Parties shall further comply with all applicable data protection laws and shall only process personal data in accordance with any such laws and regulations.
- 10.3.** Without limiting the generality of the foregoing, the Partner recognizes and accepts that SOPHiA may reuse any and all data uploaded by the Partner on the Platform or sent to SOPHiA to improve, modify or adapt its Products, the Platform and/or any of its products and services, as well as for demos to potential customers.

11. TERM AND TERMINATION

- 11.1.** This Agreement shall enter into force on the date of its last signature and shall remain in force up until the completion of the EAP, or two (2) months after its entry into force, whichever comes earlier. This Agreement will be automatically extended for one (1) other term of maximum two (2) months, provided that either Party may terminate this Agreement by notifying the other Party in writing at least fifteen (15) days prior to the expiration of the initial term.
- 11.2.** SOPHiA shall have the right to terminate this Agreement and Partner's participation in the EAP with or without cause by giving ten (10) business days prior written notice thereof to the Partner (email accepted) (the "**Termination Notice**"). Nothing in this Agreement 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.
- 11.3.** This Agreement shall be automatically and irrevocably terminated if either Party:
- 11.3.1. Breaches or defaults under any term or condition of this Agreement and such breach or default is not remedied within five (5) business days from the time of receipt of a written notice from the other Party; or
 - 11.3.2. Becomes bankrupt or insolvent.

12. MISCELLANEOUS

- 12.1.** This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland and the Parties shall attorn to the exclusive jurisdiction of the competent courts of Lausanne, Switzerland.
- 12.2.** This Agreement, which includes the attached Appendices, constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior communications, negotiations and agreements concerning the EAP.
- 12.3.** This Agreement may only be modified or amended by written agreement of both Parties. No amendment or waiver of terms of this Agreement, or in the EAP, is effective unless it is in writing and signed by both Parties.
- 12.4.** 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.
- 12.5.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the Agreement itself or any of its provisions.
- 12.6.** In addition to those provisions surviving by operation of law, sections "CONFIDENTIALITY", "RESULTS OF EAP", "PARTNER DATA", "WARRANTY DISCLAIMER", "LIMITATION OF LIABILITY" and "INDEMNIFICATION", as well as this provision, shall survive the termination or expiration of this Agreement.

12.7. Should it become useful or necessary to give a notice under the terms hereof, said notice must be given in writing by registered mail or courier or hand delivery (with acknowledgement of receipt) or served by bailiff. If the notice is given by registered mail or its equivalent, it shall be deemed to have been received seven (7) business days after the date on which it was mailed.

12.8. Any notice provided for or required under the terms of this Agreement shall be delivered or served at the following addresses:

For SOPHiA: xxx

For the Partner:

xxx

IN WITNESS WHEREOF, the said Parties have hereunto set their signatures:

(Signature page follows)

General University Hospital in Prague

SOPHiA GENETICS SA

Name:

Name:

Title:

Title:

Date:

Date:

Name:

Name:

Title:

Title:

Date:

Date: