QIAGEN Digital Insights User Agreement

IMPORTANT: PLEASE READ THIS QIAGEN DIGITAL INSIGHTS USER AGREEMENT ("**USER AGREEMENT**") AND THE SAAS EXHIBIT, THE CONTENT EXHIBIT AND/OR THE SOFTWARE EXHIBIT, AS APPLICABLE ("**EXHIBITS**") CAREFULLY. THE ORDERING DOCUMENT. TOGETHER THE USER AGREEMENT AND THE EXHIBITS SHALL BE REFERRED TO AS THE "**AGREEMENT**". ACCESSING OR USING ANY COMPONENT OF THE LICENSED MATERIALS (DEFINED BELOW) OR CLICKING THE "ACCEPT" OR SIMILAR BUTTON, IF SUCH A BUTTON IS AVAILABLE, CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERNS YOUR RIGHTS TO THE LICENSED MATERIALS AND SERVICES TO BE SUPPLIED BY QIAGEN HEREUNDER.

NOTWITHSTANDING ANYTHING ELSE STATED HEREIN, IF CUSTOMER AND QIAGEN HAVE EXECUTED A WRITTEN AGREEMENT IN CONNECTION WITH CUSTOMER'S ACCESS TO THE LICENSED MATERIALS OR COMPONENT THEREOF AND SUCH AGREEMENT ("SIGNED AGREEMENT") DOES NOT REFERENCE THIS AGREEMENT, THEN THE TERMS OF THE SIGNED AGREEMENT SHALL GOVERN AND CONTROL WITH RESPECT TO THE SAME AND THE TERMS OF THIS AGREEMENT SHALL NOT APPLY.

YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH QIAGEN AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY OR INSTITUTION NAMED AS THE CUSTOMER ON THE ORDERING DOCUMENT (DEFINED BELOW), AND TO BIND THAT COMPANY OR INSTITUTION TO THE AGREEMENT. THE TERM "**CUSTOMER**" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER ON THE ORDERING DOCUMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY COMPONENT OF LICENSED MATERIALS.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN AT ITS SOLE DISCRETION AT ANY TIME. When changes are made, QIAGEN will make a new copy of the Agreement available on the QIAGEN website or through the Hosted Offering. QIAGEN will also update the "Last updated" date at the end of this Agreement. QIAGEN will request that you assent to the updated terms, provided that if you do not assent to the updated terms, then you may decline and must discontinue all use of and access to the Licensed Materials. Otherwise, your continued use of any component of the Licensed Materials constitutes your acceptance of such change(s). Each of QIAGEN and Customer may be referred to herein as a "Party" or collectively as the "Parties".

IF CUSTOMER IS DEEMED TO HAVE ORDERED LICENSED MATERIALS OR OTHER SERVICES (AS RELEVANT), QIAGEN'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY THE CUSTOMER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OR ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF QIAGEN SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

QIAGEN SUGGESTS THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. Definitions

   "**Affiliate**" means (i) a person, undertaking or organization which directly or indirectly controls a Party to this Agreement; or (ii) a person, undertaking or organization which is directly or indirectly controlled by such Party, undertaking or organization; For the purposes of this definition, "control" is defined as owning more than fifty percent (50%) of the voting stock of a person, undertaking or organization or otherwise having the power, directly or indirectly, to direct the management and polices of such person, undertaking or organization.

"**API**" means any published application programming interface or integration modules made available by QIAGEN as part of the Licensed Materials that is provided or otherwise made available to Customer by QIAGEN.

"**Authorized Reseller**" means any authorized reseller of QIAGEN products who validly sells Customer rights to use the Licensed Materials subject to the terms and conditions of this Agreement.

"**Certified QIAGEN Digital Insights Partner Program**" means the program that allows third parties to integrate Content into their own offering making it accessible to end-customers.

"**Content**" means any information, data or content made available by QIAGEN directly or in connection with Customer's access, use or download of the Licensed Materials, including without limitation, QIAGEN's proprietary biological database, data, knowledge base, diagrams, graphs, analysis reports and any third-party content, including any derivative thereof.

"**Customer Biological Data**" means all data that Customer or Customer Representative uploads or processes in combination with the Licensed Materials or causes or requests that QIAGEN upload into the API, Hosted Offering, or Software during the term of this Agreement, including without limitation any variant samples, gene lists, custom variant lists or other data.

"**Customer Representative**" means any employee, agent, officer or contractor of Customer who accesses the Licensed Materials (or any component thereof) on behalf of Customer.

"**Customer Offering**" means a system of bioinformatics software that has been developed by Customer and is the intellectual property of Customer, and which is hosted on server(s) owned or controlled by Customer or distributed as executable code and which provides analytical results based on data including Content.

"**Documentation**" means written, audio, visual, and/or other user materials made available as part of the Licensed Materials provided to Customer including without limitation, requirements, online help, and getting-started, training and tutorial information made available through QIAGEN's website.

"**License**" means one of the forms of license set forth the Exhibits as documented in the Ordering Document and granted herein by QIAGEN to Customer as set forth herein.

"Licensed Materials" means, collectively, the API, Hosted Offering, Software, Content (as defined in each Exhibit), Documentation, QIAGEN Background Materials, data upload utilities and any updates or upgrades of any of the foregoing accessed, delivered, generated or made available by QIAGEN to Customer, Affiliates or Customer Representatives, and each component thereof.

"Models" means models or algorithms derived from or trained with Content, processed Content or combinations of Content or processed Content with Customer Biological Data by the use of, including but not limited to, machine learning or artificial intelligence. Models may include, but are not limited to, neural networks, transformers, regression models, sequence models, support vector machines, random forests, and natural language processing models.

"Named User" means the specific individual provided access to the Licensed Materials by QIAGEN.

"Ordering Document(s)" means (a) a QIAGEN quote, invoice or other ordering document that includes certain commercial terms relating to the access toand use of the Licensed Materials, including pricing terms, geography, sharing of Results, any associated services purchased, and/or the period of access (asrelevant) and limitations or restrictions related to Customer's access or use of the Licensed Materials; or (b) if in connection with any free access granted for anearly access, beta, evaluation, promotional or other program, an email or other correspondence from QIAGEN personnel describing the terms and durationof such early access, beta, evaluation, promotional or other program; or (c) an Authorized Reseller invoice or other ordering document agreed to between Customer and Authorized Reseller based on a valid QIAGEN quote to the Authorized Reseller, where the access and use rights are indirectly purchased from QIAGEN through the Authorized Reseller; or (d) an Ordering Document mutually approved by the Parties that is attached hereto as an exhibit (if any). Multiple Ordering Documents may apply to this Agreement, provided that unless expressly stated otherwise in a mutually agreed upon Ordering Document, the terms specified in an Ordering Document shall be relevant only to the specific items listed on the relevant Ordering Document.

"**Product Terms and Conditions**" ("Product T&C") means the product specific terms and conditions for specific Licensed Materials set forth in the Exhibits and incorporated herein by this reference. If there is a conflict between this QIAGEN Digital Insights User Agreement and the Product T&C, the Product T&C shall prevail.

"QIAGEN Background Materials" means any Content incorporated into or contained in any Results, and any proprietary formatting, "look and feel" orother proprietary materials, content or technology of QIAGEN incorporated into or contained in any Results.

"Results" means the outputs generated through analysis using the Licensed Materials, and/or Customer Biological Data. For clarity, Results include QIAGEN Background Materials, including without limitation the network lists and diagrams, and the functional analysis of Customer Biological Data, such as networks, upstream regulators and downstream effects and may include Customer Biological Data. Results must be specific and limited to Customer Biological Data analyzed.

"Report" means Results obtained by use of the Hosted Offering to execute a Variant Test.

"**Service Provider**" means a Customer of QIAGEN who uses the Hosted Offering as part of a Read Only License on behalf of a third party or to whom QIAGEN has granted access rightsto the Hosted Offering with the stated understanding that such Customer will be using the Hosted Offering to provide services to its clients.

"Software" means executable code that Customer can install on a computer system, device, workstation, terminal, cloud instance or other digital electronic device.

2. Rights of Access and Use

QIAGEN hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non sub-licensable License to use the Licensed Materials subject to the License terms and conditions as set forth in the Ordering Document, and restrictions, limitation and obligations set forth in the Exhibits and this User Agreement, solely on behalf of and for the benefit of Customer for Customer's internal research and internal business purposes. Customer's use of and access to Licensed Materials depends on Customer's License specified in the Ordering Document, which may or may not include Affiliates. Multiple Licenses may apply as indicated on the Ordering Documents:

3. Customer Restrictions, Obligations and Limitations

3a. **User Accounts**. The Customer account contact will provide QIAGEN with relevant information to enable QIAGEN to provide Customer with a user account for each Customer Representative that Customer identifies for access to the Licensed Materials. Customer understands and agrees that user accounts may not be shared by multiple individuals. For purposes of clarification, each user of the Licensed Materials may require a unique user account. Customer agrees that activities or inactivity of a Customer Representative will be deemed actions or inactions ofCustomer and Customer is responsible and liable for any Customer Representative's activities or inactivity in connection with this Agreement. QIAGENreserves the right to restrict and register the number of computers to be used per user account. QIAGEN reserves the right to delete all user's data including Customer Biological Data, analysis results, and user preferences associated with the user's account after license expiration or as required by law.

3b. **Regulatory or FDA Compliance**. QIAGEN and Customer agree that the Licensed Materials, Reports and Results are not intended to be used as a medical device to directly diagnose a disease or other condition. The Licensed Materials, Reports and Results are not intended as a primary diagnostic tool by physicians or to be used as a substitute for professional healthcare advice. The Customer is responsible for ensuring compliance with applicable international, national and local clinical laboratory regulations and other specific accreditation requirements. In case Customer is using the Licensed Materials as a clinical decision support tool to generate patient reports, it is the Customer's responsibility to ensure the Reports or Results are reviewed by a health care professional, in compliance with such rules, regulations and best practices. QIAGEN shall not be responsible in any manner for ensuringthat Customer's use of the Licensed Materials, Reports or Results in the context of Customer's interpretation of Customer Biological Data complies with the rules

and regulations of the U.S. Food and Drug Administration or any other regulatory bodies. Customer shall not represent to any third parties that QIAGEN's Licensed Materials, Reports or Results provide any diagnosis of any disease or condition.

4. Payment

4a. In consideration for the rights granted herein, Customer shall pay QIAGEN the fees set forth in the applicable Ordering Document(s) (if any), in accordance with the payment terms set forth therein, provided that, if no payment terms are specified, payments will be due within thirty (30) days of QIAGEN's delivery of the applicable invoice to Customer. Additionally, if QIAGEN determines that Customer exceeded any applicable limitations or restrictions in connection with Customer's use of the Licensed Materials, then QIAGEN reserves the right to charge the Customer the fees outlined in QIAGEN's price list for such use. QIAGEN shall be entitled to increase the prices at any time with 30 calendar days' notice for new licenses, renewals, and services. Unless otherwise specified in writing by QIAGEN or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes. Customer shall pay all such fees, duties, and taxes in addition and in the manner and at the rate prescribed by the relevant authority or reimburse QIAGEN for all federal, state or local sales, use or other taxes, fees or duties arising out of this Agreement, or the transactions contemplated by this Agreement, if any (other than taxes based on QIAGENs net income).

4b. QIAGEN will have the right, in addition to any of its other rights or remedies, to suspend access to uploaded Customer Biological Data and/or the Licensed Materials, without liability to Customer, if Customer fails to pay amounts owed in accordance with this Agreement or if QIAGEN determines it is necessary to protect the security of the Licensed Materials. Payment shall be made in the currency of the country set forth in the Ordering Document(s).

4c. QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the 1st day following the invoice due date. Any check or remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owing by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

5. Intellectual Property

5a. **Licensed Materials.** Customer acknowledges that QIAGEN and its supplier(s) own and shall retain all intellectual property rights and other proprietary rights in and to the Licensed Materials and any other materials and information QIAGEN provides to Customer as part of this Agreement, including without limitation any derivatives, improvements or modifications of the foregoing, whether or not made by QIAGEN. Customer Biological Data are not considered Licensed Materials. For clarity, biological discoveries that Customer makes while using the Licensed Materials derived from Customer data are not considered to be QIAGEN intellectual property.

5b. **Adverse Actions**. Customer hereby acknowledges QIAGEN's ownership and rights in the Licensed Materials. To the extent legally enforceable in the jurisdiction relevant to the Licensed Materials in issue, Customer and its Affiliates shall not participate as an adverse party in or otherwise provide material support to any legal action, litigation, arbitration, mediation, opposition, re-examination, revocation, nullity proceeding or other legal or administrative proceeding anywhere in the world that:

i. Challenges the enforceability, scope, validity or essentiality or seeks to determine the value or construction of any patent of the Licensed Materials or part thereof; or

ii. Alleges unfair competition or patent misuse involving the Licensed Materials. In the event Customer or any of its Affiliates actively participates as an adverse party in or otherwise provides material support to any such action, unless all claims of all Licensed Materials involved in the

action have been declared invalid, Customer shall pay all of QIAGEN's costs associated with the action, including without limitation travel and attorney's fees.

5c. **Feedback**. To the extent Customer (and/or Affiliates or Customer Representatives) provide or make available to QIAGEN any suggestions, ideas, improvements, modifications, feedback, error identification, Content corrections or additions, variant classifications, pooled anonymized allele frequency data, opinions regarding the appropriateness of a particular curated article to the clinical assessment of one or more variants, or other content or information related to the Licensed Materials (other than the Customer Biological Data) ("Feedback"), Customer, Affiliates and Customer Representatives hereby grant QIAGEN a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with full rights to sublicense, to

i. Use and exploit such Feedback to improve QIAGEN's products and services; and

ii. Use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute products and services incorporating or utilizing such Feedback.

5d. **De-identified Data Use**. QIAGEN may utilize data capture, syndication and analysis tools and other similar tools, to create, extract, compile, keep, aggregate or synthesize data, usage patterns or information which has been de-identified consistent with applicable data privacy laws and associated data protection standards resulting from Customer's use of the Licensed Materials, which shall include but not be limited to Customer Biological Data and Results ("De-identified Data"). QIAGEN may:

i. Use and analyze the De-identified Data internally to test, develop and improve QIAGEN's products and services; and

ii. Use usage patterns as part of QIAGEN's products and services.

6. Support

A Customer who is covered by a current annual License for Licensed Materials shall receive support for such Licensed Materials pursuant to https://digitalinsights.qiagen.com/technical-support/maintenance-and-support/

7. Confidentiality

QIAGEN and Customer each agree to retain in confidence all non-public information disclosed pursuant to this Agreement that is designated as proprietary and/or confidential ("Confidential Information"). Notwithstanding the foregoing, all Licensed Materials and the results of any evaluations or testing of Licensed Materials by Customer, Affiliates and/or Customer Representatives shall constitute trade secrets and Confidential Information of QIAGEN without need for any marking or designation. All Customer Biological Data shall constitute Confidential Information of Customer without need for any marking or designation. Each Party to this Agreement agrees to:

7a. Preserve and protect the confidentiality of the other Party's Confidential Information;

7b. Refrain from using the other Party's Confidential Information except as expressly permitted herein; and

7c. Not disclose such Confidential Information to any third party except to its employees or agents who are reasonably required to exercise its rights or perform its obligations under this Agreement and provided such third party is subject to restrictions which are at least as restrictive as the restrictions outlined in this Agreement.

7d. Notwithstanding the above, Confidential Information shall not include information that:

i. Has become publicly known and made generally available other than through any act or omission of the receiving Party;

ii. Was already or becomes known by the receiving Party from a third party who was not under a duty of confidential restriction as to use or disclosure; or

iii. Was independently developed by the receiving Party as evidenced by appropriate records.

Either Party may disclose Confidential Information without violating this Section 7 to the limited extent required to comply with law or regulation, provided that the Party required to disclose the Confidential Information provides prompt advance notice to enable the other Party to seek a protective order or otherwise prevent such disclosure. QIAGEN may disclose Customer Biological Data to the extent required to implement sharing or opt-in community requests made by Customer, Affiliates or Customer Representative.

8. Warranty Disclaimer; Customer Acknowledgement

QIAGEN AND ITS SUPPLIERS PROVIDE THE LICENSED MATERIALS AND ANY SERVICES IN CONNECTION WITH THIS AGREEMENT ON AN "AS IS" BASIS, AND MAKE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WITH RESPECT TO LICENSED MATERIALS, SERVICES DELIVERED HEREUNDER OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, DATA ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER QIAGEN NOR ANY OF ITS SUPPLIERS WARRANTS THAT THE LICENSED MATERIALS OR ANY PART THEREOF OR SERVICES DELIVERED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

CUSTOMER HEREBY ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND QIAGEN DOES NOT AND CANNOT GUARANTEE THAT CUSTOMER BIOLOGICAL DATA OR OTHER INFORMATION CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. IN PARTICULAR, THE LICENSED MATERIALS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CUSTOMER BIOLOGICAL DATA, OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT QIAGEN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE LICENSED MATERIALS, RESULTS AND/OR CUSTOMER BIOLOGICAL DATA. QIAGEN SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUCH ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF CUSTOMER'S INFORMATION AND SYSTEMS.

VARIANT CLASSIFICATIONS AND FILTERS ARE CUSTOMIZABLE AND ARE INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY. THE LICENSED MATERIALS ARE NOT TO BE USED DIRECTLY FOR TREATMENT OR THERAPEUTIC DECISION-MAKING, AND UNDER NO CIRCUMSTANCES REPRESENT QIAGEN RECOMMENDATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH. QIAGEN ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERLYING LITERATURE AND DATABASES NOR FOR THE OPINIONS AND RECOMMENDATIONS OF AUTHORS OF CURATED LITERATURE AND DATABASES.

CUSTOMER ACKNOWLEDGES THAT QIAGEN PROVIDES MULTIPLE, CONFIGURABLE OPTIONS FOR VARIANT FILTERING AND CLASSIFICATION, AND CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR SPECIFYING AND/OR SELECTING THE APPROPRIATE VARIANT CLASSIFICATION AND/OR FILTERING OPTIONS, AS APPROPRIATE. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT OR CARE OF PERSONS OR ANIMALS, AND NO PHYSICIAN- PATIENT RELATIONSHIP IS, OR IS INTENDED TO BE, CREATED BY CONTENT PROVIDED THROUGH THE SERVICES. THE CONTENT IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT DISEASE WITHOUT SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

ALTHOUGH MOST CONTENT IS OBTAINED FROM SOURCES CONSIDERED BY QIAGEN TO BE RELIABLE, SOME CONTENT IS SOURCED FROM THE COMMUNITY OF USERS AND LABS WORLDWIDE. THE ACCURACY AND COMPLETENESS OF CONTENT IS NOT GUARANTEED AND NEITHER QIAGEN NOR ANY OF ITS THIRD-PARTY LICENSORS OR CONTENT PROVIDERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ERRORS, DELAYS, INTERRUPTIONS, OMISSIONS OR MALFUNCTIONS WITH RESPECT TO CONTENT OR ITS DELIVERY, REGARDLESS OF THE CAUSE OR SOURCE THEREOF. QIAGEN ASSUMES NO RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE, INACCURATE, MISLEADING OR UNLAWFUL THIRD-PARTY CONTENT MADE AVAILABLE AS PART OF LICENSED MATERIALS. CONTENT PROVIDERS MAY REQUIRE SEPARATE CONTENT LICENSES DIRECTLY WITH CUSTOMER, AND QIAGEN MAY RESTRICT ACCESS TO ANY SUCH THIRD-PARTY CONTENT UNTIL THE CONTENT PROVIDER

NOTIFIES QIAGEN THAT CUSTOMER MAY ACCESS SUCH THIRD-PARTY CONTENT. QIAGEN IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY THIRD-PARTY CONTENT OR ANY REPRESENTATIONS OR STATEMENTS MADE BY A CONTENT PROVIDER ABOUT ITS THIRD-PARTY CONTENT AND ITS INTENDED USE, INCLUDING (BUT NOT LIMITED TO) ANY STATEMENTS THAT CONTRADICT THIS PARAGRAPH, AND CUSTOMER AGREES THAT IN NO EVENT WILL QIAGEN BE LIABLE TO CUSTOMER, AFFILIATES OR ANY CUSTOMER REPRESENTATIVE IN CONNECTION WITH ANY THIRD- PARTY CONTENT, MATERIALS OR PRACTICES OF ANY THIRD PARTY.

QIAGEN IS NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES ARISING FROM CUSTOMER UPLOADING BIOLOGICAL DATA, OPTING-IN FOR COMMUNITY FEATURES (INCLUDING, BUT NOT LIMITED TO, SHARING OF POOLED, ANONYMOUS ALLELE FREQUENCY INFORMATION), OR SHARING OR ACCESSING CONTENT OR RESULTS IN VIOLATION OF ANY AGREEMENT OR LAW OR POLICY OR ANY THIRD-PARTY AGREEMENT OR RIGHTS; CUSTOMER IS SOLELY LIABLE AND RESPONSIBLE FOR THESE ACTIONS BY CUSTOMER, AFFILIATES AND CUSTOMER REPRESENTATIVES.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY OR SERVICES, LOSS OF PROFITS, THEFT, CORRUPTION, LOSS OR DESTRUCTION, UNAUTHORIZED ACCESS TO, UNINTENTIONAL DISCLOSURE OR ALTERATION OF ANY DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THE PROVISION OF ACCESS TO ANY PRODUCTS OR ANY SERVICES HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID TO QIAGEN BY CUSTOMER FOR THE SPECIFIC LICENSED MATERIALS OVER THE PRECEDING TWELVE (12) MONTH PERIOD (AND IN THE CASE OF CUSTOMER'S LIABILITY ANY AMOUNTS PAID OR DUE FOR THE SPECIFIC LICENSED MATERIALS OVER THE PRECEDING TWELVE (12) MONTH PERIOD) IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY FEES DUE TO QIAGEN HEREUNDER OR ANY BREACH OF "RIGHTS OF ACCESS AND USE", "CUSTOMER RESTRICTIONS, OBLIGATIONS AND LIMITATIONS" OR "CONFIDENTIALITY", OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS "INDEMNIFICATION". THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT WILL QIAGEN BE RESPONSIBLE FOR THE PROVISION, FUNCTIONALITY, COSTS OR PERFORMANCE OF ANY SOFTWARE, HARDWARE OR SYSTEM PROVIDED BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE AMAZON WEB SERVICES, OR CLOUD-BASED SERVICES ("CLOUD SERVICES"). THE SOFTWARE INCLUDING THE CLOUD SERVICES INFRASTRUCTURE LEVERAGES AND SATISFIES THE CURRENT SECURITY REQUIREMENTS AND STANDARDS INHERENT TO THE CLOUD SERVICES IT IS DEPLOYED AND RUN ON. HOWEVER, IT IS THE CUSTOMERS SOLE RESPONSIBILITY TO CHECK AND ENSURE THAT THE SOFTWARE INSTALLATION AND CONFIGURATION ON CUSTOMER'S AMAZON WEB SERVICES ACCOUNT ADHERES TO ITS STANDARDS AND LEVEL OF SECURITY DESIRED BY CUSTOMER.

10. Indemnification

10a. Customer as indemnitor will indemnify, defend and hold harmless QIAGEN, its directors, officers, employees and representatives as indemnitees from and against any and all third-party losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs arising out of any third-party claim alleging that Customer Biological Data or Customer's use of Licensed Materials in violation of this Agreement violates, infringes, misappropriates third-party right or violates applicable laws. In addition, Customer will indemnify the QIAGEN Indemnitees from and against all losses, damages, liability, costs and expenses incurred by the QIAGEN Indemnitees arising out of any breach by Customer of Section 3.b.

10b. If Customer has paid for a license to access Licensed Materials, then QIAGEN as indemnitor will defend or settle, and hold harmless Customer, its directors, officers, employees and representatives ("Customer Indemnitees") from and against any and all losses, damages, liability,

costs and expenses awarded by a court or agreed upon in settlement, to the extent based on any claim, suit or proceeding brought by a third party against Customer Indemnitees alleging that Customer's use of the Licensed Materials in accordance with this Agreement and applicable Documentation for which Customer has paid QIAGEN a fee directly infringes a third party patent or copyright and pay such damages or costs as are finally awarded against the indemnitees attributable to such claim. If such claim occurs, or in QIAGEN's opinion is likely to occur, QIAGEN may, at its option and expense, procure for the indemnitee the right to continue using the infringing item(s) or to replace or modify the same so that it becomes non-infringing or, if neither of the foregoing alternatives is reasonably available, cease providing the Licensed Materials and refund to Customer all paid and unused amounts on a pro-rata basis for any unused term. Notwithstanding the foregoing, QIAGEN shall have no liability for any claim to the extent arising from or relating to:

i. The combination, operation, or use of the Licensed Materials with equipment, devices or software not supplied by QIAGEN; or

ii. Any alteration or modification of or any illegal use of the Licensed Materials or use of the Licensed Materials in violation of this Agreement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF QIAGEN AND ITS SUPPLIERS WITH RESPECT TO CLAIMS OUTLINED ABOVE, INCLUDING INFRINGEMENT OF PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS.

Each Party's forgoing obligations related to indemnification are subject to:

a. The indemnitee promptly notifying the indemnitor in writing of the third-party proceeding or action;

b. The indemnitee giving the indemnitor full authority and control of the action with counsel of indemnitor's choice; and

c. The indemnitee providing the indemnitor information and assistance for defense of such claim.

11. Term and Termination

11a. This Agreement commences when Customer first accepts the terms herein or accesses any component of the Licensed Materials. It continues until terminated by either Party in accordance with the terms herein ("Term"). For clarity, for so long as any license remains valid, this Agreement will continue, and if access rights are renewed based on a new license, this Agreement will apply to the new license for as long as the user account is still valid and not terminated. Customer may terminate this Agreement for convenience at any time upon notice to QIAGEN without any right of refund and any fees payable for the full Term or other outstanding amounts under this Agreement shall be immediately due and payable. QIAGEN may terminate this Agreement for convenience at any time upon notice to Customer provided that QIAGEN refund prorated pre-paid unused fees, if any, associated with remaining license term or unused Variant Tests. QIAGEN has the right to terminate this Agreement at any time if the terms of this Agreement are breached by Customer, Affiliates and/or any Customer Representative and such breaching Party fails to remedy such breach within ten (10) days after written notice thereof.

11b. Upon termination or expiration, Customer must cease all use of and destroy all copies in Customer's possession or control of:

i. Licensed Materials (excluding any QIAGEN Background Materials included in Results). Background Materials are subject to the terms and conditions of this Agreement until such Background Materials have been deleted, destroyed and are no longer in use by Customer.

ii. Processed Content

iii. Models

iv. Output generated by indexing, text mining, and natural language processing (NLP) using Licensed Materials or processed Content.

11c. The Customer shall certify in writing to QIAGEN, within 90 days, that such actions have occurred in a form reasonably acceptable to QIAGEN, on Customer letterhead and signed by a legally authorized representative of Customer. If such certification is not provided within 90 days, termination by Customer is void and QIAGEN is entitled to invoice Customer for continued access to Licensed Materials based on QIAGEN's then current list price. Failing to provide certification of the destruction of the Licensed Materials as set forth above shall be deemed a material breach of this Agreement by Customer. QIAGEN shall be entitled to seek any remedy or right it may have from any court of competent jurisdiction, as well as any other relief or remedy available to it at law or in equity.

11d. Except as otherwise expressly provided herein, the rights and obligations of QIAGEN and Customer in Sections 1 "Definitions", 3 "Customer Restrictions, Obligations and Limitations", 4 "Payment", 5 "Intellectual Property", 7 "Confidentiality", 8 "Warranty Disclaimer; Customer Acknowledgement", 9 "Limitation of Liability", 10 "Indemnification", 11 "Term and Termination" and 12 "General" shall survive termination or expiration of this Agreement. Nothing contained herein shall limit any other remedies that either Party may have for the default of the other Party under this Agreement nor relieve the other Party of any of its obligations incurred prior to such termination.

12. General

12a. Language. This Agreement, any disputes hereunder, and all services to be provided hereunder by QIAGEN to Customer (if any) shall be conducted and provided in the English language. Any translated version of this Agreement shall be only for convenience and filing with the appropriate government agency, if required, and not for interpretation of this Agreement.

12b. Entire Agreement; Modifications. This Agreement includes the terms herein and the attached exhibits, and any terms incorporated herein by reference, including terms identified herein which are to be incorporated as part of an Ordering Document (collectively the "Agreement") and constitutes the entire agreement between the Parties with respect to the Licensed Materials and other services or products delivered by QIAGEN hereunder as identified in the relevant Ordering Document. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations and agreements relating the subject matter contained herein. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order, acknowledgement or conformation or other document issued by Customer, even if signed and returned by QIAGEN, shall take precedence over the terms of this Agreement.

12c. Force Majeure. QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, changes in weather conditions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event QIAGEN shall (a) promptly notify Customer in writing and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than one calendar month, QIAGEN may terminate this Agreement without liability upon written notice to Customer.

12d. Third-Party Beneficiary. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever unless otherwise specifically set forth herein or in the Product T&Cs.

12e. Waiver. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver

by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12f. Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries and not to transfer or authorize the transfer of the Licensed Materials to a prohibited country or otherwise in violation of any such restrictions or regulations. Customer shall obtain any and all import licenses necessary or proper for the import and use of the Licensed Materials, as relevant.

12g. Government Restrictions. Any components of the License Materials that constitute software or services delivered hereunder and any related documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government end users acquire access to the Licensed Materials with only those rights set forth herein. Access to all components of the Licensed Materials is provided to any unit or agency of the United States Government ("Government") on a "restricted rights" basis only: use, duplication or disclosure by the Government is subject to the restrictions set forth in this Agreement, pursuant to DFARS 227.7202- 3(a) and 252.227-7013(c), or its equivalent and pursuant to subparagraph (c)(1) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as well as to FAR 12.212(b), or their equivalents. The licensor of the Licensed Materials is QIAGEN, who reserves and retains all rights in Licensed Materials not granted to the Government in this Agreement pursuant to DFARS 252.227-7013(c), to FAR 12.212(b) or their equivalents.

12h. Choice of Law; Venue. This Agreement is governed and interpreted, by the laws applicable to and exclusively subject to jurisdiction of the courts in place of business of QIAGEN entity which is a party to the Agreement. Nothing in this paragraph shall limit the right of QIAGEN to take proceedings against the Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement.

12i. Legal Fees. The Party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

12j. Notice. Any and all notices or other information to be given by one of the Parties to the other shall be deemed sufficiently given when sent by certified mail (receipt requested) or by courier or by hand delivery to the other Party. Such notices shall be deemed to have been effective on the first business day following the day of such delivery.

12k. Equitable Relief. The Parties agree that a material breach of this Agreement adversely affecting QIAGEN's intellectual property rights in the Licensed Materials may cause irreparable injury to QIAGEN for which monetary damages would not be an adequate remedy and QIAGEN shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

12l. Assignment. Except as expressly permitted herein, Customer shall not transfer, assign or delegate this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of QIAGEN. Any such purported transfer, assignment or delegation shall be null and void. QIAGEN may transfer, assign or delegate this Agreement. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties to it and their respective heirs, successors, assigns and legal representatives.

12m. Illegality. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable under any applicable statute or rule of law, such term or provision shall be modified, limited or eliminated to the minimum extent necessary to effectuate the original intent and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

12n. Headings. Headings are solely for reference and shall not affect the meaning of any term.

12o. Compliance Review. Upon the written request of QIAGEN and not more than once in each calendar year, Customer shall permit QIAGEN, at QIAGEN's expense, to have access during normal business hours to Customer systems and to receive other information and documentation reasonably requested by QIAGEN for the sole purpose of confirming Customer's compliance with the terms and conditions of this Agreement. QIAGEN shall provide a written compliance review request to Customer at least ten (10) business days prior to commencement of the compliance review.

12p. Arbitration. If the Customer's address provided in connection with gaining access to the Licensed Materials is located outside of the United States, then the following shall apply: In the event of any dispute between Customer and QIAGEN arising out of or in connection with this Agreement, the Parties shall submit the dispute to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") then in effect. The arbitration proceeding shall take place in Washington, DC, and be conducted in English under the State of Maryland law, unless the Parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, DC or that the laws of a state of the United States other than Maryland governs. The Parties shall mutually choose a commercial arbitrator with substantial experience in licensing and contract disputes, who may or may not be selected from the appropriate list of ICC arbitrators. If the Parties cannot agree upon the arbitrator within fifteen (15) days of a request for arbitration by a Party, then a single arbitrator shall be selected in accordance with the Arbitration Rules and Procedures of ICC, provided any arbitrator so selected shall have substantial experience in licensing and contract disputes. The arbitration shall be commenced and conducted as follows:

i. The Parties shall request that the arbitrator conduct the arbitration proceeding in an expedited fashion to complete the proceeding and render a written decision within twelve months of the date upon which the arbitration proceedings began. The Parties shall use their best efforts to cooperate with the arbitrator to complete the proceeding and render a decision within such twelve-month period.

ii. The Arbitrator shall not under any circumstance consolidate, join or otherwise combine the arbitration proceeding with any other proceeding or Party, except by mutual consent of the Parties; and

iii. The arbitrator proceedings shall be governed by this Agreement, by the ICC and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of California without regard to conflicts of laws principles. The arbitrator shall have the authority to grant specific performance and to allocate between the Parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing Party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, QIAGEN shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.

12q. Addendum for Customers Located in the People's Republic of China. Notwithstanding anything to the contrary herein and only to the extent the laws of the People's Republic of China are deemed to apply to this Agreement in some capacity with respect to a Customer because the Customer is located or domiciled in the People's Republic of China, then the following shall also apply with respect to such Customers only:

i. Limited Warranty. QIAGEN owns or has the rights to license the Licensed Materials

ii. Export/Import. Customer shall take all actions necessary or proper to comply with China's Regulations on Administration of Technology Import and Export Laws and related laws, statutes, regulations, ordinances or government directives.

iii. Waiver of Sovereign Immunity. Customer and QIAGEN hereby unconditionally and irrevocably agree that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or governmental acts. To the extent that any Party to this Agreement shall be entitled in connection with any suit, action, judicial or arbitral proceeding arising out of or relating to this Agreement at any time brought against such Party, or with respect to any suit, action or judicial proceeding at any time brought for the purpose of enforcing or executing any judgment or arbitral award in any jurisdiction, to any immunity, on the grounds of sovereignty or otherwise, from suit or arbitral proceeding, from the jurisdiction of any court, from attachment prior to judgment or arbitral award, from attachment in aid of execution of judgment or arbitral award, from execution of a judgment or arbitral award or from any other legal or judicial or arbitral process or remedy, and to the extent that in any such jurisdiction there shall be attributed such an immunity, each Party hereby unconditionally and irrevocably agrees not to claim and unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

iv. Confidential Information; copyright Violations. Customer agrees that $2,000,000 (two million U. S. Dollars) is a reasonable estimate of QIAGEN's damage if Confidential Information of QIAGEN is disclosed by Customer or any of its employees or agents or if used in violation of this Agreement or for any copyright infringement of the Licensed Material (or any components thereof). In the event of such disclosure or infringement and upon the delivery of a written demand by QIAGEN, Customer shall pay such sum to QIAGEN as liquidated damages. Such payment is not intended as a forfeiture or penalty, but instead, is intended to constitute liquidated damages to QIAGEN. The Parties acknowledge that the amount of the payment to QIAGEN and the timing of such payment have been specifically contemplated and weighed as a part of accepting the terms of this Agreement and obtaining access to Confidential Information and Licensed Materials. Other than an injunction to stop ongoing or future disclosures, the liquidated damages shall be QIAGEN's sole remedy for an intentional or unintentional disclosure of its Confidential Information. Other than an injunction to stop ongoing or future violations, the liquidated damages shall be QIAGEN's sole remedy for an intentional or unintentional infringement of copyrights.

v. Administrative Regulations on Human Genetic Resources (HGR) of People's Republic of China ("HGR Regulation"). QIAGEN shall implement technical measures and internal controls to fully comply with HGR Regulation. Terms including Section 5 "Intellectual Property" subsection (e) of this Agreement shall not be applicable as far as they collide with the HGR Regulation.

vi. The Customer shall carry out all necessary filing and approval procedures as required by the applicable Chinese laws and regulations for uploading the Customer Biological Data onto the Licensed Materials and use of the services and software hereunder.

12r. Additional International Provisions. The following provisions shall apply only if Customer, Affiliates or Customer Representative is located in the countries listed below.

i. United Kingdom, except as provided in Section 12 "General" subsection c), a third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

ii. Germany. Notwithstanding anything to the contrary in Section 9 "Limitation of Liability", QIAGEN is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (*vertragswesentliche Pflichten*).

12s. Compliance with Laws. In conformity with the United States Foreign Corrupt Practices Act, Authorized Reseller and/or Service Provider and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government or political party or the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision to assist QIAGEN in obtaining, retaining or directing any such business.

12t. Basis of the Bargain. Customer acknowledges and agrees that QIAGEN has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

Exhibits

☐ Software as a Service Exhibit (Saas Exhibit)

☐ Content Exhibit

☐ Software Exhibit

Last updated: January 2025

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN user manual. QIAGEN user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.