

Content Exhibit

Content-Based QIAGEN Digital Insights Product Exhibit

This content-based QIAGEN Digital Insights Product Exhibit (this “**Content Exhibit**”) is attached to and incorporated into the QIAGEN Digital Insights User Agreement (the “**Agreement**”). The terms and conditions of the Agreement and this Content Exhibit shall govern QIAGEN’s provision of any Content Offerings and services to Customers. In the event of a conflict between the Agreement, this Content Exhibit, and the Product T&Cs, the Agreement shall control. Capitalized terms used but not otherwise defined herein will have the meaning set forth in the Agreement. Any reference to “Section” in this Content Exhibit will refer to the applicable section in this Content Exhibit unless otherwise indicated.

1. Definitions

“**API License**” (as specified in an Ordering Document) means a license that allows a user to access the Licensed Materials via an API.

“**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 License**” means a license to download or access Content via an API as part of the Licensed Materials as indicated in an Ordering Document.

“**Content Offerings**” shall mean QIAGEN Biomedical KB-HD, QIAGEN Discovery KB, QIAGEN Discovery KB+, COSMIC, HGMD, HSMD, Genome Trax, and QIAGEN Pharmacogenomic Insights.

“**Customer Offering**” means a system of bioinformatics software that has been developed by Customer, is the intellectual property of Customer is hosted on server(s) owned or controlled by Customer or distributed as executable code, and that provides analytical results based on data that includes Content to Customer’s clients. The Customer Offering shall be set forth in the Ordering Document for the Licensed Materials.

“**Download License**” means a license that enables the Customer to download Content text files that can be saved on a local computer.

“**Named User**” means the specific individual provided access to the Licensed Materials by QIAGEN.

2. Rights of Access and Use

QIAGEN hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Materials subject to the terms and conditions of the Agreement and this Content Exhibit, 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. Multiple licenses may apply as indicated on the Ordering Documents:

- a. **Standard End User License.** The Standard End User License provides Customer with the following rights:
 - i. To access and use Licensed Materials in accordance with any Documentation;
 - ii. To generate Results;
 - iii. To use, review, and analyze Content and Results in accordance with any Documentation; and
 - iv. To publish Results and insights derived from Content, other than Models, in a scientific journal or other academic publication, poster, or presentation, provided, however, that:
 - A. Any such publication that discloses QIAGEN Background Materials that exceeds five hundred (500) data points of Content shall require QIAGEN’s prior written consent;
 - B. Any such publication shall include recognition of the contributions of QIAGEN and/or use of Licensed Materials and third-party content providers, either through authorship or acknowledgement as may be appropriate, according to standard practice for assigning scientific credit; and

- C. Only the minimum amount of QIAGEN Background Material needed to support the specific scientific claims is included. Customer agrees that all Results published by Customer, Affiliates, or Customer Representatives will contain the QIAGEN or applicable third-party proprietary rights notices contained therein.
- b. **Early Access/Beta/Evaluation/Trial/Promotion License Special Provisions.** If QIAGEN has granted Customer access rights to Content-based Licensed Materials on an evaluation, trial, early access, beta testing, promotion, or other similar program as identified in the relevant Ordering Document, then the following shall also apply, notwithstanding any contrary terms specified in any other sections of the Agreement or this Content Exhibit:
 - i. The license and or access rights are limited to the term permitted by QIAGEN;
 - ii. The Licensed Materials are provided “as is” without any warranty of any kind;
 - iii. Customer shall not be entitled to indemnification by QIAGEN
 - iv. Customer shall not be entitled to any support services; and
 - v. QIAGEN may terminate access or use rights in its own discretion at any time without prior notice to Customer.
 - vi. All additional restrictions and limitations identified in the Ordering Documents shall apply notwithstanding anything else herein.
- c. **License to API.** If QIAGEN delivers an API to Customer, then subject to Customer’s compliance with the terms of this Agreement, QIAGEN grants Customer a limited, nonexclusive, non-transferable, non-sublicensable license to use the API solely for the purposes of:
 - i. Accessing the Content via such links to upload and analyze relevant Customer Data; and
 - ii. Generating, using, viewing, analyzing, exporting and saving Results through the API as permitted by the Documentation and Ordering Documents, provided that the API is only used on a case-by-case basis, unless otherwise specified in the Product T&Cs and not used for any bulk or mass exports or downloads of Content not authorized in the Documentation. QIAGEN reserves the right to modify any API and to revoke Customer rights to use any API.
- d. **Educational License.** An educational license (“Educational License”) is a special case of a Standard End User License granted to academic institutions only. It allows the Customer to use the Licensed Materials exclusively for its educational business purpose by performing the course syllabus work.
- e. **Open Software/Third-Party Software.** The Agreement and this Content Exhibit do not apply to any other software components identified as subject to an open-source license in the applicable notice, license, and/or copyright files included with the Content (collectively the “Open Software”). Furthermore, the Agreement and this Content Exhibit do not apply to any other software for which QIAGEN is only granted a derived right to use (“Third-Party Software”). Open Software and Third-Party Software may be supplied in the same electronic file transmission as the Content but are separate and distinct programs. If and insofar as QIAGEN provides Open Software or Third-Party Software, the license terms for such Open Software or Third-Party Software shall additionally apply and prevail. QIAGEN shall provide Customer with the corresponding source code of relevant Open Software, if the respective license terms of the Open Software include such obligation. QIAGEN shall inform Customer if the Content contains Third-Party Software and/or Open Software and make available the corresponding license terms on request.

Reservation of Rights. Except as expressly set forth in this section, QIAGEN grants Customer no licenses of any kind to use or access the Licensed Materials, whether by implication, estoppel or otherwise. All rights in and to Licensed Materials not expressly granted to Customer in the Agreement and this Content Exhibit are expressly reserved for QIAGEN and its suppliers.

If the Customer has obtained Named User Licenses, the foregoing license to access the Content and use the Licensed Materials is limited to access through the unique user account(s) provided to Customer. If limitations on geographical

use are identified in the Ordering Documents or Agreement, then such limitation will apply to the Named User(s) as applicable.

3. Customer Restrictions, Obligations, and Limitations

- a. **General Restrictions.** Except as expressly permitted in the Agreement, this Content Exhibit or the Product T&Cs, Customer, Customer Affiliates, and Customer Representatives agree not to:
 - i. Access or use the Licensed Materials except as otherwise set forth herein;
 - ii. Access or use the Licensed Materials if Customer, its Affiliates, or Customer Representative is, or is acting on behalf of or in collaboration with, a competitor of QIAGEN (including, without limitation, providers of sequence or expression data interpretation software and/or curated life science content), except with QIAGEN's prior written consent;
 - iii. Access or use the Licensed Materials for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes;
 - iv. Access or use the Licensed Materials through any commercial software or system except those authorized under the Certified QIAGEN Digital Insights Partner Program;
 - v. Use or reproduce the Licensed Materials on behalf of or for the benefit of any third party or to provide services or products to any third party, whether on a service bureau or time-sharing basis or otherwise, unless Customer is licensed as a Service Provider and using Content in compliance with the terms herein or as detailed elsewhere in the Agreement or the Product T&Cs;
 - vi. Use or reproduce the Licensed Materials to: (a) develop functionality, data, or content similar to, or competitive with, any component of the Licensed Materials or (b) to create a process or algorithm that would enable Customer to generate or reproduce the Licensed Materials;
 - vii. Use the Licensed Materials
 - A. In connection with any product or service that is similar to, or competitive with, the Licensed Materials; or
 - B. To extract or download the Content from the Licensed Materials or Results and incorporate it into any competitive application or service or offering;
 - viii. Use the Licensed Materials or Results as a diagnostic product or service;
 - ix. Modify or translate any portion of the Licensed Materials or Results to create any derivative work based on all or any portion of the Licensed Materials or Results, except to the extent expressly permitted herein;
 - x. Share an individual user account or Named User Account information with another Customer Representative or third party;
 - xi. Grant any rights, assign, sell, rent, lease, loan, deal in, distribute, make available, or otherwise transfer all or any portion of the Licensed Materials to a third party without the prior written consent of QIAGEN excluding the:
 - A. Exporting, publishing, or disclosing of Results in a manner expressly permitted herein including, but not limited to, Section 2(a)(iv) or the Product T&Cs; and
 - B. Sharing of QIAGEN Background Materials contained in Results in a manner expressly permitted herein;
 - xii. Reverse engineer, decompile, decrypt, disassemble, or reduce any Licensed Materials to human-readable form, or otherwise attempt to recreate all or any portion of the Licensed Materials, unless specifically authorized by QIAGEN within the Licensed Materials Documentation;

- xiii. Display or disclose the Licensed Materials or copies or parts thereof to any person other than for Customer's internal research and internal business purposes, excluding export, sharing, or publication of Results in the manner expressly permitted herein;
- xiv. Remove, alter, cover, or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in any Licensed Materials or Results;
- xv. Fail to use commercially reasonable efforts to prevent the transmission of any code, files, scripts, agents, or programs containing viruses, worms, Trojan horses, or other harmful, malicious, or deleterious computer code, files, scripts, agents, or programs;
- xvi. Use the Content for commercial use or any purpose other than Customer's internal research or internal business use, or for generating Results;
- xvii. Use Results to recreate the Content, whether in full or in part;
- xviii. Represent to any third parties that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition;
- xix. Modify or alter in whole or any part of an API, merge any part of an API with other software, or, except to the extent and in the circumstances permitted by law, create derivative works from, reverse engineer, decompile, disassemble, or otherwise derive source code from the API or attempt to do any of the foregoing;
- xx. Use the Licensed Materials in any manner that infringes the intellectual property or other rights of QIAGEN or any other party; or
- xxi. Cause, authorize, or assist any third party (including Customer Affiliates or Customer Representatives) to do any of the foregoing.

The Licensed Materials are trade secrets of QIAGEN and its licensors.

b. Other Customer Responsibilities and Limitations. Customer shall:

- i. Be responsible and liable for any action or inaction of its Affiliates and/or Customer Representatives in violation of the Agreement and this Content Exhibit;
- ii. Use commercially reasonable efforts, including, but not limited to, technical and organizational safeguards to prevent unauthorized access to or use of the Licensed Materials by anyone other than a Customer Representative and notify QIAGEN promptly of any such unauthorized access or use;
- iii. Use the Licensed Materials only in accordance with QIAGEN Documentation, the Agreement, this Content Exhibit, and applicable laws and government regulations;
- iv. Access only Content to which Customer has an active license;
- v. Be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access, or otherwise use the Licensed Materials, including, without limitation, computers, computer operating system, internet access, and web browsers; and
- vi. Maintain industry standard computing environment and security systems to ensure that the Licensed Materials are secure and not accessible to unauthorized third parties.

c. User Accounts. If Customer has licensed a Content License, then the Customer's account contact will provide QIAGEN with all relevant information to enable QIAGEN to provide a user account for each Customer Representative identified by Customer. Customer understands and agrees that each user account can only be used and accessed by one person and cannot be shared with another person. For the avoidance of doubt, each individual user requires a unique user account. Customer agrees that activity or inactivity of a Customer Representative will be deemed actions or inactions of Customer, and Customer is responsible and liable for any Customer Representative's activity or inactivity in connection with the Agreement and this

Content Exhibit. QIAGEN reserves the right to restrict and register the number of computers to be used per user account.

- d. **Regulatory or FDA Compliance.** QIAGEN and Customer agree that the Licensed Materials and Results do not recommend any therapy or treatment. Customer acknowledges that none of the products referred to in Section 4 has been approved as a medical device by any regulatory body in any jurisdiction worldwide, so their use is limited to **research use purposes only** with the following exception: For the United States, the Licensed Materials and Results provided by these products are considered support tools that provide healthcare professionals with recommendations on prevention, diagnosis, or treatment. Such support tools enable healthcare professionals to independently review the basis for the recommendations without relying primarily on any such recommendations to make a clinical diagnosis or treatment decision regarding an individual patient. Under these limited circumstances, these support tools are deemed Clinical Decision Software functions which are excluded from the definition of medical device by the FDA, and the products can be used for the purposes stated above.

QIAGEN shall not be responsible in any manner for ensuring that Customer's use of the Licensed Materials or Results in the context of Customer's interpretation of Customer Data complies with the rules and regulations of the U.S. Food and Drug Administration, IVDR, MDR, or any other medical device regulations. Customer shall not represent to any third parties that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition.

4. QIAGEN DIGITAL INSIGHTS PRODUCT TERMS AND CONDITIONS

These Product T&Cs apply to certain Licensed Materials that Customer may access through its Content License set forth in the applicable Ordering Document and are incorporated into and made part of the Agreement. These Product T&Cs are in addition to any rights and restrictions set forth in the Agreement. If Customer has ordered or is accessing Licensed Materials not listed below, the below Product T&Cs do not apply to the order. Any terms not defined in the Product T&Cs have the meaning given to them in the Agreement.

a. QIAGEN Biomedical KB-HD ("BKB-HD")

As part of the License for BKB-HD Customer is subject to the following rights and restrictions:

- i. The Licensed Materials may only be accessible by the Customer from the following geographical locations: the United States, Canada, Japan, the United Kingdom, Australia, Switzerland, and the European Union countries;
- ii. BKB-HD Content and processed Content, whether on its own or within third-party software, must be contained behind Customer's security firewall and only accessed by Customer Representatives;
- iii. Customer must (A) obtain approval from QIAGEN for any third party to access BKB-HD as a Customer Representative and (B) obtain from such third party a written agreement that the third party will comply with the Product T&Cs and the Agreement; and
- iv. The BKB-HD third-party data may be subject to rights claimed by such third parties, including, but not limited to patent, copyright, and other licensing or intellectual property rights. It is the responsibility of Customer and Customer Representatives to ensure that their exploitation of such third-party data does not infringe upon such third-party rights.

b. QIAGEN Discovery KB ("DKB")

As part of the License for DKB, Customer is subject to the following additional rights and restrictions:

- i. The Licensed Materials may only be accessible by the Customer from the following geographical locations: the United States, Canada, Japan, the United Kingdom, Australia, Switzerland, and the European Union countries;
- ii. DKB Content and processed Content, whether on its own or within third-party software, must be contained behind Customer's security firewall and only accessed by Customer Representatives;

- iii. Customer must (A) obtain approval from QIAGEN for any third party to access DKB as a Customer Representative and (B) obtain from such third party a written agreement that the third party will comply with the Product T&Cs and the Agreement;
- iv. The DKB third-party data may be subject to rights claimed by such third parties, including, but not limited to patent, copyright, and other licensing or intellectual property rights. It is the responsibility of Customer and Customer Representatives to ensure that their exploitation of such third-party data does not infringe upon such third-party rights; and
- v. Customer will not train models using DKB Content to reproduce the DKB predictions or capabilities or use intelligence gained from the DKB to enhance other products or inform future product design.

c. QIAGEN Discovery KB+ (“DKB+”)

As part of the License for DKB+, Customer is subject to the following additional rights and restrictions:

- vi. The Licensed Materials may only be accessible by the Customer from the following geographical locations: the United States, Canada, Japan, the United Kingdom, Australia, Switzerland, and the European Union countries;
- vii. DKB+ Content and processed Content, whether on its own or within third-party software, must be contained behind Customer’s security firewall and only accessed by Customer Representatives;
- viii. Customer must (A) obtain approval from QIAGEN for any third party to access DKB+ as a Customer Representative and (B) obtain from such third party a written agreement that the third party will comply with the Product T&Cs and the Agreement;
- ix. The DKB+ third-party data may be subject to rights claimed by such third parties, including, but not limited to patent, copyright, and other licensing or intellectual property rights. It is the responsibility of Customer and Customer Representatives to ensure that their exploitation of such third-party data does not infringe upon such third-party rights; and
- x. Customer will not train models using DKB+ Content to reproduce the DKB+ predictions or capabilities or use intelligence gained from the DKB+ to enhance other products or inform future product design.

d. COSMIC

As part of the license for COSMIC, Customer is subject to the following rights and restrictions, applicable to the specific COSMIC License set forth in the Ordering Documents.

i. COSMIC Specific Licenses

“COSMIC License” means a license that enables a Customer Representative to access and use the Licensed Materials in accordance with the Agreement and in compliance with Customer’s specific COSMIC license as defined below and as set forth in the Ordering Documents.

A. COSMIC Internal R&D License

If Customer has licensed COSMIC under a COSMIC Internal R&D License, Customer is permitted to:

1. Only use and copy COSMIC internally solely for internal research and development purposes; and
2. Disclose Content from COSMIC, as reasonably necessary to enable Customer to publish scientific or regulatory papers describing the results of its internal research and development using COSMIC, subject to the publication acknowledgment provisions set forth in this Exhibit under Section 2(a)(iv) above.

B. COSMIC Static Reporting License

If Customer has licensed COSMIC under a COSMIC Static Reporting License, Customer is permitted to:

1. Exercise the rights granted under the COSMIC Internal R&D License;

2. Provide reports generated by a Customer Representative using internal analytical tools as part of a reporting service, provided that such reports are distributed only within the geographies covered by the COSMIC license;
3. Include a COSMIC ID in such reports from a reporting service. For the purposes of this clause, reporting service means the provision of a static pre-defined single-purpose report (either paper or electronic, such as PDF or secure link to a specific webpage) that has been generated in response to a specific inquiry (*e.g.*, per-patient diagnostic reports); and
4. If Customer is using COSMIC to develop commercial physical consumable products (such as off-the-shelf or custom gene panels or other genetic assays), Customer must include the COSMIC accession numbers and the following information about the specific variants covered by the specific commercial product in the product documentation and supporting web pages: genomic position, amino acid changes, nucleotide changes, associated cancer types, gene names, and identifiers.

C. COSMIC Dynamic Software Tool License

1. **General Terms.** If Customer has licensed COSMIC under a COSMIC Dynamic Software Tool License Customer is permitted to:
 - i. Exercise the rights granted under the COSMIC Static Reporting License;
 - ii. Include COSMIC Content as part of a Customer Offering, provided that Customer shall not include direct access to the COSMIC database in its Customer Offering or otherwise to any third party; and
 - iii. Use COSMIC-related branding in accordance with branding guidelines provided by QIAGEN.
2. **Rights and Restrictions.** Customer Offerings shall be subject to the following rights and restrictions:
 - i. A Customer Offering shall only disclose Results to Customer's customer(s);
 - ii. A Customer Offering shall not permit Customer's customer(s) direct access to the COSMIC Content, whereby such Customer's customer(s) could:
 - a. Directly interrogate, manipulate, or mine Content;
 - b. Extract Content (in whole or part) from a Customer Offering; or
 - c. Use Content for any purpose other than the analytical process provided by the Customer Offering;
 - iii. Data displayed in a Customer Offering or in any report or output from a Customer Offering must be limited to the following:
 - a. Mutation COSMIC ID (COSV/COSM) and associated genomic location/coordinates;
 - b. Frequency for a given somatic variant, including the number of samples in COSMIC where the mutation is reported;
 - c. Related gene information (including role);
 - d. Tissues mutation occurring in (most prevalent only);
 - e. Tumor counts; and
 - f. Clinical cases that include COSMIC;
 - iv. Customer shall not provide any other data in a Customer Offering or in a report or output from a Customer Offering other than the foregoing;

- v. Customer shall provide industry standard data security within Customer Offerings to prevent any downloading or acquiring copies of COSMIC Content in whole or part via such Customer Offerings (other than the provision of the specific result generated by such Customer Offerings); and
- vi. Customer must reference the use of COSMIC Content (including the specific version number) used in the Customer Offering.

D. COSMIC Enterprise License

If Customer has obtained a COSMIC Enterprise License in conjunction with a specific COSMIC License, then Customer's associated rights under such COSMIC License are extended to all of Customer's Affiliates in one geographic region (*i.e.*, North America, LATAM, EMEA, APAC as generally defined).

E. COSMIC Platform Provider License

If Customer has licensed COSMIC under a COSMIC Platform Provider License, Customer is permitted to:

1. Exercise the rights granted for the specific COSMIC License; and
2. Exercise the rights granted as a COSMIC Enterprise License for worldwide use, with the exclusion of any countries under current trade restrictions by government or regulatory bodies for any geographic area.

ii. General COSMIC Requirements and Restrictions

- A. Customer must (A) obtain approval from QIAGEN for any third party to access COSMIC as a Customer Representative and (B) obtain from such third party a written agreement that the third party will comply with these Product T&Cs and the Agreement and the specific license rights and restrictions.
- B. Licensee shall acknowledge COSMIC in any publication arising from activities carried out under the Agreement (including links and citations to COSMIC) as set forth in the COSMIC Branding Guidelines provided by QIAGEN.
- C. Customer may only share Results generated using COSMIC as set forth in these Product T&Cs and subject to the restrictions identified in Section 3 of the Agreement.
- D. Disclosing the organization's IP address or address range is mandatory to access COSMIC website. Email domain and IP addresses are used to whitelist commercial customers on registration.
- E. Customer may, at the discretion of the Wellcome Sanger Trust ("**Sanger**"), receive website access to COSMIC Online, which is hosted by Sanger. COSMIC Online is not licensed or hosted by QIAGEN. Customer access to and use of COSMIC Online is subject to the terms and conditions referenced on Sangers website.
- F. The access and use of COSMIC by Customer's clients, if applicable, are subject to the rights and restrictions herein.

- iii. **Third-Party Beneficiary.** Genome Research Limited shall be a third-party beneficiary to the Agreement and the Product T&Cs with respect to Customer's license of COSMIC and shall have the right to enforce the terms of the Agreement and these Product T&Cs directly with Customer to the extent Genome Research Limited deems such enforcement necessary or advisable to protect its rights with respect to COSMIC.

e. Genome Trax

Customer may use, export, publish, or disclose Results outside of the Licensed Materials and as permitted by standard functionality enabled by Licensed Materials in accordance with Documentation solely for the following purposes pursuant to the Customer's License:

i. **Research Use License.**

- A. For Customer's internal research and development excluding the interpretation of patient samples to support diagnosis, prognosis, or treatment selection;
- B. The Research Use License does not extend Customer's rights to Customer Representatives from different geographies;
- C. Research use for commercial enterprises covers the entire organization in one geography; and
- D. Research use for academic or government use falls into three license sizes as set forth below:
 - 1. **Laboratory License:** for an academic or governmental laboratory which allows access to the Content by all members of a single research laboratory or working group. The Content may not be accessed by other members of the department or institute.
 - 2. **Department License:** allows access to the Content by all members of a single research department. The Content may not be accessed by other members of the same institute.
 - i. **Institute License:** allows access to the Content by all Customer Representatives of a single institute. The Content may not be accessed by members of other institutes.
 - ii. **Clinical use License:** includes research use and the interpretation of patient samples to support diagnosis, prognosis, or treatment selection.
 - 3. **Developer License:** grants commercial software developers a Research Use License and allows them to test and validate integration of the Content into the Customer Offering under the Certified QIAGEN Digital Insights Partner Program so end customers who have their own Genome Trax Content License can use it within the Customer Offering. The Developer License does not include the right to distribute the Genome Trax Content to end-customers who do not have a valid License to Genome Trax.

TRANSFAC® and Proteome™ data content were frozen in 2024.

f. **HGMD Download License**

In addition to the rights granted in the Agreement, if Customer has a license for HGMD that states "Clinical Use" in the Ordering Documents, Customer may use, export, publish, or disclose Results outside of the Licensed Materials and as permitted by standard functionality enabled by Licensed Materials in accordance with Documentation solely for the following purposes:

- i. To generate, analyze, interpret, and distribute Reports for Customer's clients;
- ii. To archive one copy of each such Report; and
- iii. To archive one copy of the QIAGEN Background Materials contained in the Results to develop each such Report, provided that Customer's rights to use such QIAGEN Background Materials will continue to be governed by the Agreement and subject to the restrictions that are identified in Section 3 of the Agreement.

g. **HSMD Download License**

Customer may use, export, publish, or disclose Results outside of the Licensed Materials and as permitted by standard functionality enabled by Licensed Materials in accordance with Documentation solely for the following purposes:

- i. To generate, analyze, interpret, and distribute Reports for Customer's clients;
- ii. To archive one copy of each such Report; and
- iii. To archive one copy of the QIAGEN Background Materials contained in the Results to develop each such Report, provided that Customer's rights to use such QIAGEN Background Materials will continue

to be governed by the Agreement and subject to the restrictions that are identified in Section 3 of the Agreement.

h. QIAGEN Pharmacogenomic Insights (PGXI)

As part of the license for QIAGEN PGXI, Customer is subject to the following additional rights and restrictions:

- i. Content and processed Content, whether on its own or within third-party software, must be contained behind Customer's security firewall and only accessed by Customer Representatives;
- ii. Customer must (a) obtain approval from QIAGEN for any third party to access PGXI as a Customer Representative and (b) obtain from such third party a written agreement that the third party will comply with these Product T&Cs and the Agreement;
- iii. The QIAGEN PGXI third-party data may be subject to rights claimed by such third parties, including, but not limited to patent, copyright, and other licensing or intellectual property rights. It is the responsibility of Customer and Customer Representatives to ensure that their exploitation of such third-party data does not infringe upon such third-party rights; and
- iv. PGXI is a knowledgebase subsystem designed for integration into broader workflows or systems and is not intended as a standalone finished product for direct clinical use.

PGXI Content may be accessed via two different licenses:

- i. PGXI Download via a flat file download from MYQDI; or
- ii. PGXI API - via an API hosted by an external partner site.

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