

SaaS Exhibit

Software as a Service Exhibit (SaaS)

This Software as a Service Exhibit ("**SaaS Exhibit**") is attached to and incorporated into the QIAGEN Digital Insights User Agreement (the "**Agreement**"). The terms and conditions of the Agreement and this SaaS Exhibit shall govern QIAGEN's provision of any Hosted Offerings and associated services to Customers. In the event of a conflict between the Agreement or this SaaS Exhibit, 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 SaaS Exhibit will refer to the applicable section in this SaaS 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.

"**Concurrent User**" means any individual provided access to the Licensed Materials in connection with a Concurrent User License (as defined below) or Limited Concurrent User License (as defined below) and who meets the concurrent user requirements set forth in the applicable Ordering Documents.

"**Concurrent User License**" (CL) means a license which enables any Concurrent User to access and use the Licensed Materials. The Ordering Document will specify the number of Concurrent Users able to access the Licensed Materials at any one time and the geographies and organizational units to which the Concurrent Users shall be limited. The CL may also limit a specified number of Named Users.

"**Concurrent License Number**" means the maximum number of Concurrent Users who may access the Licensed Materials in connection with a Concurrent User License at any one time, as set forth in the applicable Ordering Documents.

"**Derived Data**" means data, analyses, and information that is in an aggregated and anonymized form and that is derived from Customer's use of the Hosted Offering and/or input into the Hosted Offering, including statistical and performance information related to the provision, operation, and use of the Hosted Offering, file types and sizes, instrument diagnostics, biases, errors, frequencies and trends within and across data, general platform trends, products and services, features used, reagents used, instrument type, and identifiers.

"**Hosted Offering**" means the online, hosted, API-accessed or web-based application(s) hosted by QIAGEN for the following QIAGEN Digital Insights product lines: QIAGEN Ingenuity Pathway Analysis ("**IPA**"), QIAGEN OmicSoft ("**OmicSoft**"), QIAGEN Clinical Insight ("**QCI**"), QIAGEN HGMD Online ("**HGMD**"), QIAGEN HSMD Online ("**HSMD**"), Franklin ("**Franklin**"), and any knowledge bases or datasets that are made accessible to Customer by QIAGEN through the Hosted Offering, as applicable, by (i) a user account accessing one or more designated websites or servers, (ii) an API, or (iii) installation or download of software, software components, and databases, all associated Documentation, and any updates or upgrades of the same which are made available to Customer hereunder. QIAGEN may add new features to, upgrade, or modify the Hosted Offering at any time.

"**Limited Concurrent User License**" (LCL) means a license that enables up to five (5) named individuals as users to access and use the Licensed Materials. The Ordering Document will specify the number of Named Users who may access the Licensed Materials concurrently and the geographies and organizational units the Named Users shall be limited to.

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

"**Named User License**" (NUL) means a license that enables only the Named User to access and use the Licensed Materials through Customer's user account for the period defined in the Ordering Document.

“**Pay Per Use License**” means a panel, exome, genome, Variant Sample, or metered-use license that enables the Customer to access and use the Licensed Materials for a set period of time specified in the Ordering Document. The fees paid to QIAGEN for a Pay Per Use License are based on the number of data files or datasets uploaded or analyses executed.

“**Read Only License**” (1-User) means a license that enables a Named User or Concurrent User (as specified in the applicable Ordering Document) to access and use the Licensed Materials for the period of time specified in the Ordering Document but that grants no rights to upload Customer Data to the Hosted Offering or to run any analysis on Customer Data without a separate license that permits uploading of Customer Data or running of related analyses (e.g., a Pay Per Use License).

“**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 who has access rights to the Hosted Offering with the understanding that such Customer will be using the Hosted Offering to provide services to its clients.

“**Variant Sample**” means a single immutable set of called variants relative to a human reference genome sequence from one physical sample (e.g., a biopsy). A sample that includes variants from multiple people, or pooled samples from different tissues/time-points/disease states, or multiple independently called variant sets from the same individual or biological specimen will count as multiple Variant Samples. For example, sequencing and calling variants from two samples, one of healthy breast tissue and one of non-healthy breast tissue, will be deemed two Variant Samples. A Variant Sample may be a case Variant Sample or a control Variant Sample.

“**Variant Test**” means one or more analyses (as specified in the Documentation and/or applicable Ordering Document) run in the Hosted Offering or API on one (1) Variant Sample for an affected or unaffected tissue from an individual, patient, or proband and, optionally, one or more control Variant Samples.

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 SaaS 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;
 - iv. To share Results through the Hosted Offering only as permitted by standard functionality enabled by an API or Hosted Offering in accordance with any Documentation, subject to the restrictions identified in Section 3; and
 - v. 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 and 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 based on an evaluation, trial, early access, beta testing, promotion, or other similar program, or if Customer has promotional Variant Tests in connection with a promotion, in either case as identified in the relevant Ordering Document, then the following shall also apply, notwithstanding any contrary terms specified in any other sections of this SaaS Exhibit or the Agreement:
- 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 Document 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 the Agreement and this SaaS Exhibit, QIAGEN grants Customer a limited, nonexclusive, non-transferable, non-sublicensable license to use the API solely for the purposes of:
- i. Creating sanctioned and custom interfaces and links from an internal Customer application to the Hosted Offering;
 - ii. Accessing the Content or Hosted Offering via such links to upload and analyze relevant Customer Data; and
 - iii. Generating, using, viewing, analyzing, exporting, and saving Results through these custom interfaces as permitted by the Documentation and Ordering Documents, provided 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 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 in performing the course syllabus work.
- e. **Open Software/Third-Party Software.** The Agreement and this SaaS 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 or Hosted Offering (collectively the “**Open Software**”). Furthermore, this SaaS Exhibit and the Agreement 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 or Hosted Offering 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 Hosted Offering 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 SaaS Exhibit are expressly reserved for QIAGEN and its suppliers.

If the Customer has obtained Named User Licenses, Limited Concurrent User Licenses, or Concurrent User Licenses, the foregoing licenses to access the Content or Hosted Offering and use the Licensed Materials are limited to access through the unique user account(s) provided to Customer. If Customer has obtained a Named User License, the individual identified under the Named User License must be confirmed by the applicable Ordering Document. If Customer has obtained a Concurrent User License, Customer's license to access the Content or Hosted Offering and use the Licensed Materials shall be limited to the Concurrent License Number. If limitations on geographical use are identified in the Ordering Documents, this SaaS Exhibit, or the Agreement, then such limitation will apply to the Named User or Concurrent User as applicable.

3. Customer Restrictions, Obligations and Limitations

- a. **General Restrictions.** Except as expressly permitted in this SaaS Exhibit, the Agreement, 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 a Service Provider having a Search and Explore License and/or a Pay Per Use License and using Content or Hosted Offering 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 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 or that the Licensed Materials or Results provide any diagnoses of disease or condition;
 - 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 parties in accordance with Section 3(c) below;
 - 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)(v) or the Product T&Cs; and

- B. Sharing with other users of the Hosted Offering 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;
 - 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. Perform any general or mass downloads of the Content or Results unless explicitly allowed in the Documentation and Ordering Documents;
 - xvii. Upload (or cause to be uploaded) any Customer Data if uploading it is unlawful, illegal, or otherwise in violation of a third-party right or obligation Customer has to a third party;
 - xviii. For Customers located outside of People's Republic of China, if the Customer Data is Chinese HGR Data, upload such data unless the Customer has obtained approval from competent Chinese government authority. Chinese HGR Data is defined as data generated from Chinese HGR Materials, which means human genetic materials that contain human genome, genes, and other genetic substances from Chinese citizens, whether or not such data is de-identified;
 - xix. Use the Content for commercial use or any purpose other than Customer's internal research, Customer's internal business use, or generating Results;
 - xx. Use Results to recreate the Content, whether in full or in part;
 - xxi. Modify or alter in whole or any part of an API or Hosted Offering, merge any part of an API or Hosted Offering with other software, separate any components of the Hosted Offering from the Hosted Offering, 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 Content or Hosted Offering or attempt to do any of the foregoing;
 - xxii. Use the Licensed Materials in any manner that infringes the intellectual property or other rights of QIAGEN or any other party;
 - xxiii. Mask, hide, distort, or falsify their IP address, if the user has access to a Hosted Offering and is restricted to a given IP address or IP address range specified in the Ordering Documents;
 - xxiv. Remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Hosted Offering;
 - xxv. Access or attempt to gain access to the Hosted Offering in an unauthorized or fraudulent manner; or
 - xxvi. 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. No part of the Licensed Materials may be used or accessed by competitors of QIAGEN to develop, design, or market data or content or functionality similar to or competitive with the Licensed Materials.

- 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 that is in violation of this SaaS Exhibit or the Agreement;
 - ii. Be responsible, assume the risk, and be liable for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer, Affiliates, and Customer Representatives acquire, upload, transmit, and process Customer Data;
 - iii. 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;
 - iv. Use the Licensed Materials only in accordance with QIAGEN Documentation, this SaaS Exhibit, the Agreement, the Product T&Cs, and applicable laws and government regulations;
 - v. Make any disclosures to and obtain any consents or permission as required by any applicable law, rule, regulation (including privacy laws), or contractual obligation (including confidentiality obligations) for the use, uploading, processing, transfer, disclosure, sharing, storage, or access to Customer Data. By submitting the Customer Data for processing in the Hosted Offering, Customer represents and warrants that it has done so and that consent, or other applicable legal basis for processing, has been obtained in accordance with applicable laws;
 - vi. Access only Content to which Customer has all active licenses necessary from QIAGEN and third-party content providers (as applicable);
 - vii. Ensure that Customer Data will not include any information that personally identifies an individual or permits QIAGEN or any of its customers to identify an individual in accordance with local privacy and personal data regulations;
 - viii. 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 systems, internet access, and web browser; and
 - ix. 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.** 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 Hosted Offering. 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 of the Hosted Offering requires a unique user account. Customer agrees that the 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 this SaaS Exhibit, the Agreement, or the Product T&Cs. QIAGEN reserves 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 Data, analysis results, and user preferences associated with the user's account after license expiration or as required by law.
- d. **Sharing Results and Customer Data with Other Users Using a Hosted Offering.** Customer understands and acknowledges that:
- i. Sharing Results with Customer Representatives (or, in the case of a Service Provider, with a client) is permitted for internal research and internal business purposes only; and
 - ii. Sharing Results refers to transferring a copy of the Results by hard drive, email, electronic means, on paper, or any other means, and Customer assumes all responsibility for ensuring that Results are shared only with appropriate individuals consistent with any privacy, confidentiality, or other contractual restrictions and applicable laws. QIAGEN is not responsible for policing such sharing in

any way. Customer will ensure that all sharing is done in compliance with this SaaS Exhibit, the Agreement, the Product T&Cs, and any Ordering Document and that sharing Results is legal under applicable laws and consistent with all privacy laws or confidentiality or other contractual obligations Customer has with third parties. Customer further understands that once it has shared Customer Data or Results with a recipient, that recipient will have access to the relevant Customer Data or Results. QIAGEN is not responsible for deleting Customer Data, Results, and/or for contacting recipients of shared information to return copies of or to remove their access to the same. QIAGEN reserves the right to limit sharing on a case-by-case basis if it determines that such sharing is unlawful or prohibited by the Agreement, this SaaS Exhibit, a third-party right, applicable laws, or the interests of QIAGEN or its customers. Results for specific patient cases may not be used for subsequent, other, or additional patient cases.

e. 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 6 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 exceptions: For the United States, the Licensed Materials and Results 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.

Only the version of QIAGEN Clinical Insight Interpret that fully complies with Regulation 2017/746 (IVDR) is permitted for use in the EU, EFTA, and UK.

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. Intellectual Property

a. **Customer Data and Security.** As between the Parties, Customer and its supplier(s) own and shall retain title to all intellectual property rights and other proprietary rights in and to the Customer Data, if any, uploaded by Customer, its Affiliates, or Customer Representatives into the Hosted Offering. Customer grants QIAGEN the right to reproduce, adapt, distribute, publish, use, and share any Customer Data solely for the purposes of:

- i. Processing Customer's requests, transactions, and analyses contemplated herein; and
- ii. For internal purposes, such as running tests on the Hosted Offering or QIAGEN's computer systems in order to improve the Hosted Offering. QIAGEN agrees to maintain commercially reasonable security procedures with respect to access and storage and sharing of the Customer Data. These procedures are intended to provide reasonably appropriate technical and organizational safeguards against unauthorized disclosure or access. QIAGEN has no obligation to maintain access to Customer Data and may delete Customer Data from its systems at any time, excluding Customer Data underlying unexpired Variant Samples or Variant Tests.

5. **Personal Data.** To the extent Personal Data (as defined in the applicable data protection laws) from the European Economic Area (EEA), the United Kingdom, and Switzerland are processed by QIAGEN, the EU-U.S. Data Privacy Framework and/or the Swiss-U.S. Data Privacy Framework shall apply, provided that the U.S. recipient is certified under the applicable framework. If the U.S. recipient is not certified, the EU Standard Contractual Clauses shall apply. For the purposes of the EU Standard Contractual Clauses, Customer and its

applicable Affiliates are each the data exporter, and Customer's acceptance of the Agreement and this SaaS Exhibit shall be treated as its execution of the EU Standard Contractual Clauses and Appendices. To the extent that the Health Insurance Portability and Accountability Act ("HIPAA") is applicable to either Party, such Party agrees to comply with all of its requirements and obligations as it pertains to Personal Health Information as defined under HIPAA. To the extent that the California Consumer Privacy Act ("CCPA") is applicable to either Party, such Party agrees to comply with all of its obligations under the CCPA, including but not limited to:

- a. Not to sell the Personal Data;
- b. Not to retain, use, or disclose the Personal Data for any purpose other than for the specific purpose of performing the services;
- c. Not to retain, use, or disclose the Personal Data for a commercial purpose other than providing the services; and
- d. Not to retain, use, or disclose the information outside of the direct business relationship between the Parties.

6. QIAGEN Digital Insights Product Terms and Conditions

These Product T&Cs apply to certain Licensed Materials that Customer accesses through QIAGEN Hosted Systems, website(s), Software, or are otherwise identified in Customer's order, Statement of Work, or Ordering Document and incorporated into and made part of the Agreement. These Product T&Cs are in addition to any rights and restrictions included in the Agreement. If Customer has ordered or is accessing Licensed Materials not listed below, the below Product T&Cs do not apply to Customer's order. Any terms not defined in these Product T&Cs have the meaning given to them in the Agreement.

a. Franklin

i. General Terms and Conditions.

- A. Customer may not use Results for interpretation of Variant Samples outside the Hosted Offering.
- B. Customer may upload Customer Data into the Hosted Offering subject to the terms of the Agreement and these Product T&Cs.
- C. Customer may not falsify a Variant Sample by uploading datasets that are not derived from authentic biological samples. This prohibition includes, but is not limited to, datasets that are simulated, computer-generated, edited, engineered, reshuffled, or otherwise combined; provided, however, that Customer may upload in-silico samples for qualification purposes only.
- D. **Customer Data and Results Storage.** QIAGEN will store Customer Data and Results for the subscription term set forth on the applicable Ordering Document. Following the expiration of the subscription, QIAGEN may, at any time and at its sole discretion, permanently delete Customer Data and Results.
- E. **De-identified Data and Derived 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 De-Identified Data and Derived Data. QIAGEN may use De-Identified Data and Derived Data obtained through Franklin for commercial use and other applications, including, without limitation, health, research, or patient care. QIAGEN will ensure that no personally identifiable information provided by Customer is disclosed to any third party without Customer's consent. Customer understands that it is not entitled to any compensation from QIAGEN for the use of the De-Identified Data or any Derived Data based thereon.

- F. **Derived Data.** Notwithstanding anything to the contrary in the Agreement or this SaaS Exhibit, QIAGEN may monitor Customer's use of the Hosted Offering and collect, derive, analyze, compile, use, and disclose Derived Data based on such use or based on Customer Data input into the Hosted Offering. As between QIAGEN and Customer, all right, title, and interest in Derived Data belong to and are retained solely by QIAGEN, and Customer hereby assigns to QIAGEN on Customer's behalf, and on behalf of its employees, contractors, and agents, all right, title and interest in and to the Derived Data. Customer shall have no right to any attribution, approval, or compensation with respect to QIAGEN's use of Derived Data. Customer agrees that QIAGEN may (A) make Derived Data publicly available in compliance with applicable law and (B) use Derived Data to the extent and in the manner permitted under the Agreement, this SaaS Exhibit, and applicable law; provided that such Derived Data do not identify Customer or disclose Customer's Confidential Information.
- G. **Franklin Community Sharing.** Franklin allows Customer Representatives to enable data sharing and collaboration of de-identified data (as defined in applicable privacy regulations) insights through the Franklin Community as an opt-in feature, through which Customer Representatives may share variant classification, interpretation, genotype-phenotype association, and additional type of insights in order to improve their interpretation process.
- H. **Publicity.** QIAGEN may issue press releases and provide statements to the media, which include Customer's name and logos, for the purpose of making announcements related to Customer's use of the Licensed Materials. QIAGEN may include statements and use the Customer's name and logos in its website, commercial advertisements, and promotional materials for the sole purpose of indicating that Customer is a user of the Hosted Offering.
- I. **Preferred Customer.** As a "preferred customer" of QIAGEN for Franklin, Customer shall: (i) display QIAGEN's logo on Customer's websites with QIAGEN's approval; (ii) permit QIAGEN to display Customer's logo on QIAGEN's website; (iii) act as a customer reference for Franklin; and (iv) actively engage in other public relations and marketing initiatives mutually agreed to by the Parties (including publications, webinars, and customer talks). Customer acknowledges and agrees that the "Preferred Customer Discount" set forth in the Ordering Document is conditioned upon Customer's satisfaction of its obligations under this subsection.
- J. **Research Partner.** As a "research partner" of QIAGEN for Franklin, Customer shall be required to collaborate with QIAGEN on research activities relating to the use of Franklin throughout the Term for the purpose of joint publications. Franklin is intended to be a vehicle for such research, and Customer shall publicly disclose the use of Franklin in developing its various press releases, media events, and/or scientific publications, each of which shall require the prior approval of QIAGEN. Customer acknowledges and agrees that the "Research Partner Discount" set forth in the Ordering Document is conditioned upon Customer's satisfaction of its obligations under this subsection.
- K. Customer shall obtain applicable consents to submit data into Franklin. Once the data are submitted into Franklin, the data shall be de-identified by QIAGEN and made available for unrestricted distribution at the individual variant level. Customer shall de-identify any variant comments that Customer shares with the Franklin community.
- L. **Data Processing Agreement.** The Parties acknowledge and agree that, to the extent either Party processes Personal Data (as defined in the applicable data protection laws) on behalf of the other Party in connection with the Agreement and Customer's use of Franklin, such processing shall be governed by the terms of the Data Processing Agreement ("**DPA**") executed by and between the Parties. The DPA is hereby incorporated by reference and forms an integral part of the Agreement and this SaaS Exhibit.

ii. Customer Obligations

- A. Customer is responsible for determining variant classifications and selecting the variants to be reported in Franklin.
- B. By submitting data through the Hosted Offering, Customer grants QIAGEN a free and irrevocable perpetual license to utilize the De-Identified Data and any Derived Data based thereon for QIAGEN's legitimate interests, which includes improving QIAGEN's commercial Licensed Materials and research purposes.
- C. Customer is solely responsible for complying with any and all local, state, and federal laws, rules, and regulations related to Customer's provision of Customer Data (including obtaining any applicable consents for use of Customer Data or Derived Data) and use of the Hosted Offering.

iii. Prohibited Uses. Customer agrees not to use the Hosted Offering:

- A. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US and/or Israel or other countries);
- B. To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Agreement or this SaaS Exhibit;
- C. To diagnose, treat, cure, mitigate, or prevent any disease or condition;
- D. To attempt in any way to re-identify an individual data subject relating to any De-Identified Data or Derived Data;
- E. To attempt to elude or evade QIAGEN security systems;
- F. To use any robot, spider, or other automatic device, process, or means to access the Hosted Offering for any purpose, including monitoring or copying any of the material made part of the Licensed Materials; or
- G. To use any manual process to monitor or copy any of the material on or in the Licensed Materials for any purpose without QIAGEN's prior written consent.

b. HGMD Online

In addition to the rights granted in the Agreement, if Customer has a license 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 any 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 identified in Section 3 of the Agreement.

c. HSMD Online

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 use, review, and analyze Content and Results in accordance with any Documentation, solely for Customer's internal research and development purposes;

- iii. To archive one copy of each such Report; and
- iv. 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 identified in Section 3 of the Agreement.

d. Ingenuity Pathway Analysis (IPA)

Customer may save Results outside of the Software or Hosted Offering as permitted by the Documentation and the terms and conditions of the Agreement.

"My Findings" means an IPA tool that enables users to import molecular relationships in a defined format.

"My Findings Repository" means the IPA data storage provided by QIAGEN to store relationships imported using My Findings for the purpose of utilizing Customer Data in the Hosted Offering for Customer-specific analysis and Customer access only.

i. IPA Specific Licenses

A. IPA Search and Explore License / Pay Per Use License

If Customer has obtained access to the IPA Hosted Offering under a Search and Explore License and/or a Pay Per Use License, then the following will apply. A Pay Per Use License for IPA requires Customer to also have a supporting Search and Explore License. QIAGEN grants to Customer a limited, nonexclusive, non-transferable license to access the Hosted Offering for each Search and Explore or Pay Per Use License as follows:

1. To upload Customer Data into the Hosted Offering and to run analyses on Customer Data on behalf of and for the benefit of Customer;
2. To use, review, and analyze Content and Results in accordance with any Documentation, solely for Customer's internal research and internal business purposes;
3. To share Customer Data or Results with other users of the Hosted Offering, as permitted by standard functionality enabled by the Hosted Offering and Documentation; and
4. To export, as permitted by standard functionality enabled by the Hosted Offering, publish, or disclose Results outside of the Hosted Offering in accordance with any Documentation.
5. The license is limited to access through the unique user account(s) provided to Customer by QIAGEN.

B. IPA Service Provider Search and Explore License

If Customer is acting as a Service Provider of QIAGEN for Customer's clients ("Client(s)") and maintains an IPA Service Provider Search and Explore License, the license rights of access and use in Section 2(a) of the Agreement shall not apply to Customer under such a license. Conditioned upon Customer and Customer Representative's compliance with the terms and conditions of the Agreement, this SaaS Exhibit, and subject to any limitations in the Ordering Documents, QIAGEN grants to Customer a limited, nonexclusive, nontransferable license to access the Hosted Offering for each license:

1. To upload one dataset of Customer Data into the Hosted Offering on behalf of a Client and to run analyses on Customer Data on behalf of and for the benefit of that Client;
2. To use, review, and analyze Content and Results in accordance with any applicable Documentation solely on behalf of the relevant Client for that Client's internal research and internal business purposes;

3. To share Results with the relevant Client and to provide a Read Only License to that Client as permitted by any Documentation for a period specified by QIAGEN, subject to the Client's acceptance in writing of QIAGEN's user terms for access to the Hosted Offering; and
4. To export, as permitted by standard functionality enabled by Hosted Offering, disclose to Client, and enable Client to publish or disclose Results outside of the Hosted Offering in accordance with any Documentation, subject to the restrictions identified in Section 3 of the Agreement.

Notwithstanding any of the foregoing, QIAGEN reserves the right to revoke a Service Provider's rights at any time.

C. IPA Read Only License

Sections 2(a) through (c) of the Agreement shall not apply. A Client of a Service Provider may access the IPA Hosted Offering to view Results based on a Service Provider's use of the Hosted Offering on Client's behalf, subject to the following. Conditioned upon Client's compliance with the terms and conditions of the Agreement and this SaaS Exhibit as a Customer, QIAGEN grants to Client a limited, nonexclusive, nontransferable license to access the Hosted Offering and view and analyze Content and Results in accordance with any applicable Documentation, and to export, as permitted by standard functionality enabled by the Hosted Offering, publish, or disclose Results outside of the Hosted Offering in accordance with any applicable Documentation and subject to the restrictions identified in Section 3 of the Agreement. Notwithstanding any contrary terms specified in any other sections of the Agreement:

1. The license and access rights are limited to the term permitted by QIAGEN;
2. The Licensed Materials are provided "as is" without any warranty of any kind;
3. All additional restrictions and limitations identified in the Ordering Documents shall apply notwithstanding anything else herein;
4. Client shall not be entitled to indemnification by QIAGEN and/or any support services; and
5. Client does not have rights to upload Customer Data or run analyses of Customer Data (unless otherwise approved in the Ordering Documents).

D. IPA My Findings License

Customer may upload Customer Data into the My Findings Repository associated with Customer's specific account, as applicable, and run analyses on Customer Data on behalf of and for the benefit of Customer. Customer may also use, review, analyze, and save Content and Results in accordance with any applicable Documentation, solely for Customer's internal research and internal business purposes in the provided My Findings Repository of Customer's Account.

e. OMICSOFT

- i. **General Terms.** As part of the license for OmicSoft modules, Customer is subject to the following rights and restrictions:
 - A. Customer may save Results outside of the Software or Hosted Offering as permitted by the applicable Documentation, provided that in each case, Customer and Customer Representatives comply with the terms and conditions of the Agreement, including, without limitation, Section 3, and these Product T&Cs;
 - B. Customer may not use OmicSoft Licensed Materials, purchased through QIAGEN's local representatives or Resellers in the People's Republic of China, Taiwan, or Hong Kong, outside of or for the benefit of users outside of the country of purchase; and

- C. Customer must (1) obtain written approval from QIAGEN for any third party to access the OmicSoft Lands Licensed Materials as a Customer Representative and (2) obtain from such third party a written agreement that they will comply with these Product T&Cs and the Agreement.
- ii. **AACR GENIE Data.** Users of AACR GENIE data in OncoLand Licensed Materials, such as GENIE Land, agree to the following terms: (A) users will not attempt to identify or contact individual participants from whom these data were collected by any means; (B) users will not redistribute the data without express written permission from the AACR Project GENIE Coordinating Center (info@aacrgenie.org); and (C) when publishing or presenting work using or referencing the AACR Project GENIE dataset, users will include the following attribution:

“The AACR Project GENIE Consortium. AACR Project GENIE: Powering Precision Medicine Through An International Consortium, Cancer Discov. 2017.”

- iii. **OmicSoft Specific Licenses**

- A. **OmicSoft Bytes API License**

OmicSoft Bytes requires a separate license outside of the OmicSoft modules.

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

1. Section 11(b) of the Agreement regarding deletion on termination shall not apply to OmicSoft Bytes. However, all Results, Reports, or Content obtained from OmicSoft Bytes shall remain subject to the rights and restrictions of the license in perpetuity;
2. The license is restricted to the use by a single laboratory or department of a core facility as listed on the QIAGEN quotation; and
3. Customer IP addresses must be provided to QIAGEN to be assigned user access.

- f. **QIAGEN Clinical Insight (“QCI”)**

- i. **QIAGEN Clinical Insight Interpret (“QCII”)**

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

- A. Only the version of QIAGEN Clinical Insight Interpret that fully complies with Regulation 2017/746 (IVDR) is permitted for use in the EU, EFTA, and UK;
- B. Customer may not use Results for interpretation of Variant Samples outside the Hosted Offering;
- C. Customer may upload Customer Data into the Hosted Offering subject to the terms of the Agreement and these Product T&Cs;
- D. Customer may not falsify a Variant Sample by uploading datasets that are not derived from authentic biological samples. This prohibition includes, but is not limited to, datasets that are simulated, computer-generated, edited, engineered, reshuffled, or otherwise combined; provided, however, that Customer may upload in-silico samples for qualification purposes only;
- E. **Customer Data and Result Storage.** QIAGEN will store Customer Data and Results for the term set forth on the applicable Ordering Document. Following the expiration of the term set forth in the Ordering Document, or if no term extension is agreed upon, QIAGEN may, at any time and at its sole discretion, permanently delete Customer Data and Results; and
- F. **De-identified Data Use.** QIAGEN may use De-Identified Data obtained through QCI for commercial use and other applications, including, without limitation, health, research, or patient care. QIAGEN will ensure that no personally identifiable information provided by Customer is disclosed to any third party without Customer’s consent.

ii. **QIAGEN Clinical Insight-Secondary Analysis (“QCI-SA”)**

- A. Customer may not use Results for interpretation of Variant Samples outside the Hosted Offering;
- B. Customer may upload Customer Data into the Hosted Offering subject to the terms of the Agreement and these Product T&Cs;
- C. **Customer Data and Analysis.** QIAGEN will store QCI-SA Customer Data and QCI-SA analysis data for a period of fifteen (15) days from the date QIAGEN returns the QCI-SA analysis to Customer. After the fifteen (15)-day period, all such QCI-SA Customer Data and QCI-SA analysis data shall be deleted; and
- D. **De-identified Data Use.** QIAGEN may use De-Identified Data obtained through QCI for commercial use and other applications, including without limitation, health, research, or patient care. QIAGEN will ensure that no personally identifiable information provided by Customer is disclosed to any third party without Customer’s consent.

Last updated: December 2025