

# Software Exhibit

## Software-Based QIAGEN Digital Insights Products Exhibit

This software-based QIAGEN Digital Insights Products Exhibit (this “**Software Exhibit**”) is attached to and incorporated into the QIAGEN Digital Insights User Agreement (the “**Agreement**”). The terms and conditions of the Agreement, the Product T&Cs, and this Software Exhibit shall govern QIAGEN’s provision of any software offerings and services to Customers. In the event of a conflict between the Agreement, this Software 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 Software Exhibit will refer to the applicable section in this Software Exhibit unless otherwise indicated.

### 1. Definitions

“**API License**” (as specified in an Ordering Document) means a license which 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 by QIAGEN in connection with a Concurrent User License or Limited Concurrent User License 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 in the manner identified herein. 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.

“**Desktop License**” means a license that allows installation of desktop Software only on a single computer, laptop, device, workstation, terminal, or other digital electronic or analogue device.

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

“**Network License**” (as specified in an Ordering Document) means a license that permits Customer to use one seat at a time of the Software on multiple computer systems, devices, workstations, terminals, or other digital electronic or analogue devices provided that such devices are connected to the Network License manager.

“**Server License**” means a license that allows installation of server Software only on a single computer system, device, workstation, terminal, or other digital electronic or analogue device. QIAGEN may permit the installation of licensed server Software on a second device solely for the purposes of testing Software compatibility on new installation environments.

“**Static License**” (as specified in an Ordering Document) means a license that permits Customer to use only one copy of the Software on a single specific computer system, device, workstation, terminal, or other digital electronic or analogue device.

### 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 Software 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 Software only as permitted by standard functionality enabled by the Software and in accordance with Documentation, subject to the restrictions identified in Section 3;
  - v. If the Software is an upgrade from a previous version, the Customer must be properly licensed to use Software that is covered under maintenance and is identified by QIAGEN as being eligible for the upgrade to use the Software. Software labelled as an upgrade replaces or supplements (and may disable) the Software that formed the basis for the Customer's eligibility for the upgrade. The Customer may use the resulting upgraded product only in accordance with the terms of the Agreement and this Software Exhibit. If the Software is an upgrade of a component of a package of software programs that the Customer licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one device. When upgrades involve a change of data format, some of Customer's data may have to be converted to the format used by the new version of the Software. It is the Customer's responsibility to follow the instructions given by QIAGEN in this context, including backing up of data before the data conversion. QIAGEN is not responsible for any loss or corruption of data during a data conversion process. QIAGEN is not responsible for any other inconveniences resulting from the change of data format, including any changes in the data interfaces of the Customer's other applications that Customer might want to implement as a consequence of the change of data format; and
  - vi. To publish Results derived from the Software in a scientific journal or other academic publication, poster, or presentation, provided that:
    - A. Any such publication that discloses QIAGEN Background Materials 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, if 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 the Agreement or this Software 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. **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 for performing the course syllabus work.
- d. **Open Software/Third-Party Software.** The Agreement and the Software 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 Software (collectively the “Open Software”). Furthermore, the Agreement and this Software 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 Software 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 Software 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 Software 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 Software 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 who has the Named User License must be confirmed by the applicable Ordering Document that has been accepted by QIAGEN. If Customer has obtained a Concurrent User License, Customer’s License to access the Software and use the Licensed Materials shall be limited to the Concurrent License Number. If limitations on geographical use are identified in the Ordering Documents or 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 the Agreement, this Software 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;
  - 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;
- 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)(vi) or the Product T&Cs; and
  - B. Sharing 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. Perform any general or mass downloads of the Content or Results unless explicitly allowed in the Documentation and Ordering Documents;
- xvii. Use the Software for commercial use or any purpose other than Customer's internal research or internal business use, or for generating Results;
- xviii. Use Results to recreate the Content, whether in full or in part;
- xix. Represent to any third parties that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition;
- xx. Modify or alter in whole or any part of the API or Software, merge any part of the API or Software with other software, separate any components of the Software from the 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 Software or attempt to do any of the foregoing;
- xxi. Copy the Software (except as provided herein);

- xxii. Use the Licensed Materials in any manner that infringes the intellectual property or other rights of QIAGEN or any other party; or
- xxiii. 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 in violation of the Agreement and this Software Exhibit;
- ii. Not 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;
- iii. Not, 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;
- iv. Be responsible, assume the risk, and be liable for the accuracy, quality, integrity, and legality of Customer Data and the means by which Customer, Affiliates, and Customer Representatives acquire, upload, transmit, and process Customer Data;
- v. 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;
- vi. Use the Licensed Materials only in accordance with QIAGEN Documentation, the Agreement, this Software Exhibit, and applicable laws and government regulations;
- vii. Make any disclosures and obtain any consents or permission as required by any applicable law, rule, or regulation (including privacy laws) or contractual obligation (including confidentiality obligations) for the use, uploading, processing, transfer, disclosure, sharing, storage, or access to Customer Data;
- viii. Access only Content to which Customer has all active licenses necessary from QIAGEN and third-party content providers (as applicable);
- ix. 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;
- x. 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
- xi. 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.** Customer understands and agrees that user accounts may not be shared by multiple individuals if each user of the Software is required to have 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 the Agreement and this Software 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 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 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. **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 Swiss-U.S. Data Privacy Framework and/or the Standard Contractual Clauses 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 Software Exhibit shall be treated as its execution of the EU Standard Contractual Clauses and Appendices. 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.

**5. Support**

- a. If Customer has purchased a perpetual license, nothing in the Agreement or this Software Exhibit shall obligate QIAGEN to provide any support for the Licensed Materials. QIAGEN may, but shall be under no obligation to, correct any defects in the Licensed Materials and/or provide updates to the Licensed Materials. Customer shall make reasonable efforts to promptly report to QIAGEN any defects Customer finds in the Licensed Materials, as an aid in creating improved revisions of the Software.
- b. If Customer has a perpetual license and has purchased maintenance or support services as identified in the relevant Ordering Document, then Customer shall be entitled to the QIAGEN support purchased for Licensed Materials during the relevant support hours of operation.
- c. Customer agrees that if it discontinues and then resumes maintenance services, it will be required to pay QIAGEN the entire maintenance services fee for the period of discontinuance, plus the maintenance services fee for the term of the maintenance services then commencing.

## 6. QIAGEN Digital Insights Product Terms and Conditions

These Product T&Cs apply to certain Licensed Materials that Customer accesses through QIAGEN 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 or this Software Exhibit. 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 the Product T&Cs have the meaning given to them in the Agreement.

### a. CLC

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

- i. Customer may save Results outside of Software as permitted by the Documentation, provided that in each case, Customer and Customer Representatives comply with the terms and conditions of the Agreement, including, without limitation, any restrictions in the Agreement or this section.
- ii. If Customer has procured a CLC Desktop License or Server License, Customer is permitted to use one copy of the Software on a single specific local computer system, device, workstation, or other digital electronic device.
- iii. If Customer has licensed CLC for Staging Licenses (Ordering Documents specify "Staging"), installation, access, and use of the Licensed Materials is granted for testing performance of the Software and staging purposes only, not for production use.
- iv. CLC Software that is provided on a subscription basis as indicated in the Ordering Documents is transferable among Customer Representatives.

### b. OMICSOFT

- i. **General Terms.** As part of the license for OmicSoft Software modules, Customer is subject to the following rights and restrictions:
  - A. Customer may save Results outside of Software as permitted by the Documentation, provided that in each case, Customer and Customer Representatives comply with the terms and conditions of the Agreement, the Software Exhibit, 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 (a) obtain written approval from QIAGEN for any third party to access the OmicSoft Lands Licensed Materials 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, the Software Exhibit, 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: (i) users will not attempt to identify or contact individual participants from whom these data were collected by any means; (ii) users will not redistribute the data without express written permission from the AACR Project GENIE Coordinating Center ([info@aacrgenie.org](mailto:info@aacrgenie.org)); and (iii) 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 Suite Enterprise includes a Server License with one thousand (1,000) concurrent connections within the licensed organization for OmicSoft Server application, along with

unlimited installations and one thousand (1,000) concurrent users of OmicSoft Studio client software.

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