



QIAGEN DIGITAL INSIGHTS SERVICE AGREEMENT

THE TERMS AND CONDITIONS OF THIS QIAGEN DIGITAL INSIGHTS SERVICE AGREEMENT GOVERN THE SERVICES PROVIDED HEREUNDER. ACCESSING OR USING ANY COMPONENT OF THE SERVICES OR CLICKING THE “ACCEPT” OR SIMILAR BUTTON, IF APPLICABLE, CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

NOTWITHSTANDING ANYTHING ELSE STATED HEREIN, IF CUSTOMER (AS DEFINED BELOW) AND QIAGEN HAVE EXECUTED A WRITTEN AGREEMENT IN CONNECTION WITH CUSTOMER’S USE OF THE SERVICES (A “SIGNED AGREEMENT”) AND SUCH SIGNED AGREEMENT DOES NOT REFERENCE THIS AGREEMENT, THEN THE TERMS OF THE SIGNED AGREEMENT SHALL GOVERN AND CONTROL WITH RESPECT TO THE SAME, AND THE TERMS OF THIS AGREEMENT SHALL NOT APPLY.

YOU REPRESENT THAT (1) YOU HAVE READ AND UNDERSTOOD, AND YOU AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH QIAGEN, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE CUSTOMER AND TO BIND THAT CUSTOMER TO THE AGREEMENT. THE TERM “**CUSTOMER**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED ON THE SOW (AS DEFINED BELOW). IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT USE ANY COMPONENT OF THE SERVICES.

PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN AT ITS SOLE DISCRETION AT ANY TIME. When changes are made, QIAGEN will make a new copy of the Agreement available on the QIAGEN website, with a revised date at the end of the Agreement. QIAGEN will request that Customer assent to the updated terms, provided that if Customer does not assent, then Customer must discontinue all use of the Services. Customer’s continued use of any component of the Services constitutes Customer’s acceptance of such change(s). Each of QIAGEN and Customer may be referred to herein as a “Party” or collectively as the “Parties.”

IF CUSTOMER IS DEEMED TO HAVE ORDERED SERVICES, QIAGEN’S ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND ANY REQUEST FOR SUCH WRITTEN APPROVAL BY OR ON BEHALF OF QIAGEN SHALL NOT BE INTERPRETED AS IMPLYING OTHERWISE.

Each of QIAGEN and Customer may be referred to herein as a “**Party**” or collectively as the “**Parties**.”

1. Definitions

- 1.1 “**API**” means any published application programming interface or integration module made available by QIAGEN as part of the Licensed Materials that is provided or otherwise made available to Customer by QIAGEN.
- 1.2 “**Content**” means any information, data, or content made available by QIAGEN directly or in connection with Customer’s access, use, or download of the Licensed Materials, including, without limitation, QIAGEN’s proprietary biological database, data, knowledge base, diagrams, graphs, analysis reports, and any third-party content, including any derivative thereof.
- 1.3 “**Documentation**” means written, audio, visual, and/or other user materials made available as part of the Licensed Materials provided to Customer including, without limitation, requirements, online help, and getting-started, training, and tutorial information made available through QIAGEN’s website.
- 1.4 “**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, QIAGEN OmicSoft, QIAGEN Clinical Insight, QIAGEN HGMD Online, QIAGEN HSMD Online, 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.

- 1.5 “Licensed Materials”** means, collectively, the API, Hosted Offering (as applicable), Software, Content, Documentation, QIAGEN Background Materials, data upload utilities, and any updates or upgrades of any of the foregoing accessed, delivered, generated, or made available by QIAGEN to Customer, Affiliates, or Customer Representatives, and each component thereof.
- 1.6 “QIAGEN Background Materials”** means any Content incorporated into or contained in any Results, and any proprietary formatting, “look and feel” or other proprietary materials, content, or technology of QIAGEN incorporated into or contained in any Results.
- 1.7 “Results”** means the outputs generated through analysis of (a) the Licensed Materials or (b) the Licensed Materials and Customer data. For the avoidance of doubt, Results include QIAGEN Background Materials that incorporate Customer data, including, without limitation, the network lists, diagrams, and functional analyses of Customer data, such as networks, upstream regulators, and downstream effects. Results must be specific and limited to Customer data analyzed.
- 1.8 “Software”** means executable code that Customer can install on a computer system, device, workstation, terminal, cloud instance, or other digital electronic device.

2. Services

- 2.1 Statements of Work.** This Agreement will be implemented through one or more written statements of work (including such information, materials, and/or subject matter as illustrated in Exhibit A attached hereto) executed by the Parties from time to time (each, a “**SOW**”) and provides the terms and conditions applicable to all SOWs executed hereunder. The Parties agree that the acceptance and entry into any SOW may be effected through use of a written instrument similar in substance to the SOW set forth in Exhibit A and signed by both Parties. QIAGEN shall use commercially reasonable efforts to perform the services in each SOW (the “**Services**”) and/or provide the deliverables in each SOW (the “**Deliverables**”) in accordance with the descriptions and schedules specified therein. QIAGEN shall have no obligation to perform Services or provide Deliverables until the Parties have executed a SOW.
- 2.2 Change Orders.** Any modification or other change to a SOW must be in writing in a mutually agreed upon form (each, a “**Change Order**”) executed by authorized representatives of both Parties to the SOW. All Change Orders must be fully executed prior to implementation of any modifications or changes to the applicable SOW or incurrence of any costs relating thereto.
- 2.3 Modifications and Conflicts.** If there is a conflict between this Agreement and any SOW, this Agreement shall prevail. Any modification of these terms and conditions within a SOW will apply only to that SOW in which the modification is set forth. The terms of this Agreement and the applicable SOW shall take precedence over any different or conflicting provisions of any invoice, order confirmation, acknowledgement, purchase order, or other ordering document.
- 2.4 Use of Affiliates and Contractors.** QIAGEN shall be entitled to perform any of its obligations under this Agreement through an Affiliate and/or contractor, provided that QIAGEN shall remain fully liable for the performance of such Services by its Affiliates and/or contractors. “**Affiliate**” shall mean any company or undertaking which, directly or indirectly through one or more entities, controls, is controlled by, or is under common control with either party. Control shall mean the power to directly or indirectly direct the management and policies of the company or undertaking through, for example, the ownership of voting rights or by contract.
- 2.5 Acceptance.**
- Upon QIAGEN delivering a Deliverable to Customer, Customer shall have up to five (5) business days to accept or reject the Deliverable for material defects. Failure by Customer to respond within this timeframe shall constitute acceptance. In the event Customer rejects a Deliverable within the referenced timeframe, Customer shall provide a written notice to QIAGEN within the initial five (5) business day acceptance period, describing in reasonable detail the basis for its rejection. The Parties shall work in good faith to resolve the defect and QIAGEN shall use commercially reasonable efforts to correct any defect in a timely fashion.

Within five (5) business days of the resolution of the rejection, Customer shall have five (5) business days to accept the Deliverable. Nothing in this Agreement shall require Customer to use any Deliverable, but all Deliverables delivered to Customer, whether used by Customer or not, will count for purposes of determining compensation due to QIAGEN. After acceptance of a Deliverable, any changes to that Deliverable will require a new SOW between the Parties.

3. Compensation

- 3.1 Charges and Payment Schedule.** Customer shall pay compensation to QIAGEN with respect to the Services as set forth in the applicable SOW.
- 3.2 Payment Terms.** Customer shall pay all invoices within thirty (30) days after receipt. All payments required by this Agreement are exclusive of sales taxes, use taxes, value added taxes, and any other applicable taxes, and Customer agrees to bear the payment of all such charges. If Customer is a tax-exempt entity, Customer will provide QIAGEN with a copy of its current tax-exempt certificate within five (5) business days from the Effective Date of this Agreement. All amounts are in US Dollars.
- 3.3 Expenses.** Customer shall pay all reasonable expenses incurred by QIAGEN personnel in the performance of this Agreement, including, but not limited to, travel and living expenses incurred while performing Services at Customer's facilities, provided that such expenses are approved in advance by Customer. All travel by QIAGEN personnel shall be in accordance with QIAGEN's standard travel and expense policy then in effect.
- 3.4 Past Due Invoices.** QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first (1st) day following the invoice due date. Any check or remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owed by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend, or notation appearing on, referring to, or accompanying any check or remittance.

QIAGEN may suspend the provision of Services if Customer has any past due invoices, subject to this section, which are not being reasonably disputed. Customer shall have fifteen (15) days after receiving written notice (including email) from QIAGEN to pay such past due invoice(s) prior to QIAGEN suspending Services. Upon receipt of the past due amounts, QIAGEN will resume its provision of Services within five (5) business days.

4. Services Coordination.

- 4.1 Customer Responsibilities.** Customer shall provide QIAGEN the information necessary for QIAGEN to perform the Services and create the Deliverables.
- 4.2 Responsibilities of Both Parties.** Each of QIAGEN and Customer shall appoint a project team, including a project team co-leader, to work with the other Party for each SOW. The project teams shall meet at mutually agreed upon times.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

- 5.1 QIAGEN Representations and Warranties.** QIAGEN represents and warrants to Customer that: (a) the Services will be performed in a professional and skillful manner and in accordance with applicable industry standards, by personnel who are qualified through appropriate education, training, and experience; and (b) the Deliverables shall comply with the specifications and other requirements in the applicable SOW.
- 5.2 Exclusive Remedy.** If QIAGEN breaches the warranties made under Section 5.1, and QIAGEN receives written notice from Customer regarding such breach within thirty (30) days of QIAGEN's performance of the non-conforming Services or delivery of such nonconforming Deliverables (as the case may be), QIAGEN will, at QIAGEN's option, either (a) return the fees paid for that portion of the Services and/or Deliverables that are determined to be nonconforming, or (b) re-perform such Services and/or provide corrected

Deliverables at no additional cost to Customer. In the event Customer fails to provide all specifications to QIAGEN in writing prior to QIAGEN's commencement of the Services or provision of the Deliverables, QIAGEN shall not be responsible for nonconforming Services or associated Deliverables and shall be entitled to retain and/or collect any fees associated with its performance of such nonconforming Services or provision of such nonconforming Deliverables. The recourse set forth in this section shall be Customer's exclusive remedy for breach of warranty.

5.3 Mutual Representations and Warranties. Each party represents and warrants that: (a) it has the full power and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has secured or obtained all necessary corporate approvals needed by it to enter into and to perform this Agreement; (c) this Agreement will be a legal and valid obligation binding upon it and is enforceable in accordance with its terms, subject to laws that may limit the rights of creditors generally, and to the principles of equity; and (d) its execution, delivery, and performance of this Agreement neither conflict with any agreement, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body, or administrative or other agency having authority over it.

5.4 Specific Disclaimers Regarding Services and Deliverables. The Deliverables are not intended for diagnostic use, treatment, or other therapeutic decision-making, and under no circumstances shall QIAGEN's Services or Deliverables be construed as recommendations by QIAGEN pertaining to diagnostic, treatment, or other therapeutic decisions. The Deliverables are provided solely in support of the requirements set forth in the SOW. Customer acknowledges and agrees that the Services and Deliverables are not intended as medical advice or instructions for medical diagnosis, treatment, or care of persons or animals, and no physician-patient relationship is, or is intended to be, created pursuant to QIAGEN's performance of the Services or provision of the Deliverables. QIAGEN assumes no responsibility for and makes no representations or warranties regarding (a) the accuracy of underlying literature and databases or (b) the opinions or recommendations of the authors of the curated literature or databases.

5.5 GENERAL DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, NO PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR VALIDITY OF PATENT CLAIMS, WHETHER ISSUED OR PENDING.

6. Confidentiality.

6.1 Definitions. "Confidential Information" means all confidential or proprietary information of or in the possession of either Party (including all Affiliates), whether disclosed to the other Party in writing, orally, electronically, or visually, in any format relative to and in connection with this Agreement. Confidential Information may include, but is not limited to, any and all accounting and financial information and know-how, forecasts, development, and marketing plans, regulatory and business strategies, information regarding patents, copyrights, trade secrets, and intellectual property, products, services, and methods (including business methods) owned, possessed, or used by a Party (the "Disclosing Party") and learned of by the other Party (the "Receiving Party"), whether or not labeled "Confidential." The terms and conditions of this Agreement and any ensuing SOW shall also be considered Confidential Information.

6.2 Confidentiality. The Parties acknowledge and agree that, in connection with this Agreement, either Party may be exposed to, be given, or be provided access to Confidential Information of the other Party. The Receiving Party shall use Confidential Information only for the purposes contemplated by this Agreement and shall hold all Confidential Information in trust, strict secrecy, and confidence for a period of five (5) years after the end of the Term, (provided that any Confidential Information which is marked as a trade secret shall remain protected until it no longer qualifies as a trade secret under applicable law). The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior

written consent. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own confidential information, but in no event less than commercially reasonable care. The Receiving Party shall disclose Confidential Information only to those of its employees, agents, or consultants, or those of its Affiliates (collectively, the Receiving Party's "**Representatives**") who need to know the information for purposes of performing this Agreement and only if such Representatives are bound by written confidentiality obligations consistent with the terms of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

- 6.3 Exceptions.** The foregoing obligations of confidentiality and non-use shall not apply with respect to any portion of the Confidential Information which: (a) was known to the Receiving Party prior to the date of the disclosure by the Disclosing Party; (b) is lawfully received in good faith at any time by the Receiving Party from a source lawfully in possession of the same and having the right to disclose the same; (c) is, as of the date of receipt, in the public domain or subsequently enters the public domain other than by acts or omissions of Receiving Party; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by written, electronic, or other records.
- 6.4 Exclusion for Mandatory Disclosure.** In the event that the Receiving Party is required (by subpoena, civil investigative demand, or similar process) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice thereof, if legally permitted, so that the Disclosing Party may seek an appropriate protective order. The Receiving Party shall reasonably cooperate with the Disclosing Party in the Disclosing Party's efforts to seek such a protective order. The Receiving Party shall disclose only that portion of such Confidential Information that the Receiving Party is, in the opinion of Receiving Party's legal counsel, required to disclose. Except for such required disclosure, the Confidential Information shall remain subject to the terms of this Agreement and may only be disclosed as set forth in Sections 6.2 or 6.3.

7. Intellectual Property.

- 7.1 Background IP.** Except for rights expressly granted under this Agreement, each party will retain exclusive interest in, and ownership of, its intellectual property developed before this Agreement or developed outside the scope of this Agreement ("**Background IP**"). Nothing contained in this Agreement shall be construed as assigning or granting from one Party to the other any right, title, or interest in or to the intellectual property of the other Party. Inventorship, for the purposes of this Agreement, will be determined solely in accordance with U.S. patent laws. Ownership shall follow inventorship.
- 7.2 Deliverables for COTS Software — License to Use.** Except for Deliverables subject to Section 7.3, QIAGEN hereby grants Customer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use the Deliverables, along with QIAGEN's Background IP and QIAGEN's Foreground IP only for the purpose of enabling Customer to utilize the Deliverables for as long as Customer maintains a license to the required COTS Software (as defined below). The Deliverables will be considered Licensed Materials under the COTS licensing agreement.
- 7.3 Dataset Deliverables.** Deliverables that are derivatives of QIAGEN content or datasets (each, a "**Report**") shall be considered QIAGEN Foreground IP along with any derivatives of the Report. No ownership rights shall be granted to Customer. Customer may use the Report for internal, non-commercial purposes only and for internal numerical or statistical analysis of data elements as set forth in the SOW. Customer may not distribute, sublicense, publicize, or create a database or derivative database from the Report.
- 7.4 COTS Software.** To the extent Customer's use of the Deliverables requires Customer to license any COTS Software from QIAGEN, the Parties agree that the license in Section 7.2 will not apply to the COTS Software. Instead, the COTS Software shall be licensed to Customer under a separate QIAGEN Digital Insights User Agreement. For the purposes of this section, "**COTS Software**" means computer software, content, datasets, or derivative works or extracts of such software, content, or datasets, owned by or licensed to QIAGEN and made available on a commercial off-the-shelf basis to customers of

QIAGEN as part of QIAGEN's ordinary course of business, whether such software, content, or dataset is made available for installation or download on computer hardware owned or operated by or on behalf of Customer or is hosted on computer hardware owned or operated by or on behalf of QIAGEN (for example, a "software-as-a-service" platform).

- 7.5** Any and all intellectual property arising directly from the Services under a SOW, whether conceived, discovered, reduced to practice or writing, generated, or developed by QIAGEN will be considered "**Foreground IP**."

Any Foreground IP that is, or subsists in, (a) software written by or on behalf of QIAGEN, (b) data or information created by QIAGEN that, in each case, is generated in the course of the performance of the Services, (c) a process used by QIAGEN in providing the Services, or (d) a derivative work based on any portion of the Licensed Materials or COTS Software shall be owned by QIAGEN ("**QIAGEN Foreground IP**"). For clarity, any improvement to QIAGEN's Background IP, and any general know-how relating to its software platforms and process for creating workflows, shall be considered QIAGEN Foreground IP.

8. Indemnification; Limitation of Liability.

- 8.1 QIAGEN Indemnification.** QIAGEN shall indemnify, defend, and hold harmless Customer, its Affiliates, and its and their respective directors, officers, employees, and agents (each, a "**Customer Indemnified Party**") from and against any and all losses, damages, liabilities, fines, reasonable attorneys' fees, court costs, and expenses (collectively, "**Losses**"), resulting or arising from any third-party claims, actions, proceedings, investigations, or litigation relating to or arising from (a) the willful misconduct or gross negligence of QIAGEN or (b) QIAGEN's material breach of this Agreement, except to the extent such Losses are determined to have resulted from the gross negligence or willful misconduct of a Customer Indemnified Party.

- 8.2 Customer Indemnification.** Customer shall indemnify, defend, and hold harmless QIAGEN, its Affiliates, and its and their respective directors, officers, employees, and agents (each, a "**QIAGEN Indemnified Party**") from and against any and all Losses resulting or arising from any third-party claims, actions, proceedings, investigations, or litigation relating to or arising from (a) the willful misconduct or gross negligence of Customer or (b) Customer's breach of this Agreement, except to the extent such Losses are determined to have resulted from the gross negligence or willful misconduct of a QIAGEN Indemnified Party.

- 8.3 Indemnification Procedure.** A Party seeking indemnification or reimbursement hereunder shall give the other Party prompt written notice of any such claim or lawsuit (including a copy thereof) served upon it and shall fully cooperate with the indemnifying party and its legal representatives in the investigation of any matter that is the subject of indemnification. The indemnifying party shall have full control over the proceedings, including, but not limited to, selection of counsel to tender appearance for the indemnifying party and for the indemnified party. The indemnified party shall promptly sign any and all reasonably necessary documents for the selection of counsel, such as a joint defense agreement, and shall not unreasonably withhold its consent to conflict waivers. The indemnified party's attorney's fees shall be limited to those necessary for complying with the indemnifying party's requests for support that necessarily call for the use of the indemnified party's counsel (e.g., preparing a witness for deposition). The Party seeking indemnification shall not unreasonably withhold its approval of the settlement of any claim, liability, or action covered by this Section 8.3, as applicable, will cooperate with counsel of the indemnifying or reimbursing Party, and reserves the right to engage its own counsel to assist in the defense at the expense of the indemnifying party.

- 8.4 Limitation of Liability.** EXCEPT FOR CLAIMS ARISING UNDER SECTIONS 6, 7.1, 8.1, or 8.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, OR OTHER INDIRECT DAMAGES (WHETHER ARISING IN

CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR THE EXERCISE OF RIGHTS HEREUNDER, OR FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE, OR LOSS OF USE DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. QIAGEN'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY QIAGEN FROM CUSTOMER UNDER THE SPECIFIC SOW PURSUANT TO WHICH THE SERVICES WERE PROVIDED.

9. Term and Termination.

- 9.1 Term.** This Agreement shall take effect on the Effective Date and shall remain in effect for a term of three (3) years or until the expiration or termination of all SOWs under this Agreement, whichever is later, unless sooner terminated in accordance with the provisions of Sections 9.2 or 9.3 (the "**Term**"). The Term may be extended for a mutually agreed upon timeframe subject to an amendment signed by both Parties.
- 9.2 Termination for Breach.** Either Party may terminate this Agreement and/or an individual SOW with written notice to the other Party if the other Party materially breaches any term of this Service Agreement or the applicable SOW, and such breach is not cured (or which cannot be cured) within thirty (30) days after written notice.
- 9.3 Termination for Financial Concerns.** Either Party may terminate this Agreement and/or any SOW immediately upon written notice if the other Party:
- (a) becomes insolvent;
 - (b) ceases to operate in the normal course of business;
 - (c) fails to pay, or admits in writing its inability to pay, its debts;
 - (d) applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for itself or for a substantial portion of its property;
 - (e) has a trustee, receiver, or custodian appointed for it or a substantial portion of its property without its consent;
 - (f) makes a general assignment for the benefit of creditors;
 - (g) becomes subject to any bankruptcy, reorganization, debt arrangement, or similar proceeding under applicable insolvency laws;
 - (h) is dissolved or liquidated; or
 - (i) has any warrant of attachment or similar legal process issued against any substantial portion of its property.
- 9.4 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or any SOW, neither QIAGEN nor Customer will have any further obligations under this Agreement or SOW, except that (unless otherwise agreed by the Parties):
- (a) QIAGEN will provide all Services in respect of Deliverables in progress in an orderly manner as soon as practicable and in accordance with the applicable Service performance standards, up to the effective date of termination;
 - (b) Customer will pay QIAGEN any monies due and owed to QIAGEN up to the effective date of termination or expiration for Services performed, including any pro-rata fees for Services completed up to the effective date of termination;
 - (c) QIAGEN shall not perform any Services past the termination date; and
 - (d) The provisions set forth in Section 3 and Sections 6 through 10 shall survive any such termination or expiration in accordance with their respective terms.

10. Miscellaneous.

- 10.1 Data Protection.** 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 this Agreement 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: not to (a) sell the Personal Data; (b) retain, use, or disclose the Personal Data for any purpose other than for the specific purpose of performing the services; (c) retain, use, or disclose the Personal Data for a commercial purpose other than providing the services; or (d) retain, use, or disclose the information outside of the direct business relationship between the Parties.

10.2 Non-Solicitation. During the Term of this Agreement and for one year thereafter, neither Party shall, without the prior written consent of the other Party, (a) solicit, recruit, induce away, or attempt to solicit, recruit, or induce away, directly or indirectly, any employee of the other Party with whom the soliciting Party had contact with or became aware of as a result of the business relationship contemplated by this Agreement, or (b) induce or attempt to induce any independent contractor, supplier, manufacturer, customer, licensee, or other business partner of the other Party to terminate or alter its relationship. For clarification, nothing herein shall be construed to prevent a Party from engaging with or hiring any individual who has responded to a general job advertisement or otherwise approached such Party on their own initiative.

10.3 Dispute Resolution and Arbitration – U.S. Customers Only. Prior to arbitration, the Parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one Party to the other, describing the dispute with reasonable particularity. The other Party shall respond, in writing, within ten (10) calendar days of receipt of notice. Each Party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either Party may proceed to binding arbitration in accordance with the American Arbitration Association, Commercial Arbitration Rules (the "**Rules**"). The arbitration proceeding shall take place in Washington, D.C., in the English language, and under Maryland law, unless the parties agree otherwise or the panel of arbitrators determines that under applicable law, the arbitration is to take place in a location other than Washington, D.C. or that the laws of a State other than Maryland governs. The number of arbitrators shall be three (3). The arbitrators shall be appointed in accordance with the Rules. To the extent permitted by applicable law, the prevailing Party shall be entitled to a reimbursement of all of its reasonable attorneys' fees and arbitration costs by the other Party.

10.4 Dispute Resolution and Arbitration – Non-U.S. Customers. Prior to arbitration, the Parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one Party to the other, describing the dispute with reasonable particularity. The other Party shall respond, in writing, within ten (10) calendar days of receipt of notice. Each Party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either Party may proceed to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") then in effect. The arbitration proceeding shall take place in Washington, D.C., in the English language, and under Maryland law, unless the parties agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, D.C. or that the laws of a State other than Maryland governs. The parties shall mutually choose a commercial arbitrator with substantial experience in licensing and contract disputes, who may or may not be selected from the appropriate list of ICC arbitrators. If the parties cannot agree upon the arbitrator within fifteen (15) days of a request for arbitration by a Party, then a single arbitrator shall be selected in accordance with the Rules of Arbitration of the ICC, provided that any arbitrator so

selected shall have substantial experience in licensing and contract disputes. The arbitration shall be commenced and conducted as follows:

- (a) The parties shall request that the arbitrator conduct the arbitration proceeding in an expedited fashion to complete the proceeding and render a written decision within twelve (12) months of the date upon which the arbitration proceedings began. The Parties shall use their best efforts to cooperate with the arbitrator to complete the proceeding and render a decision within such 12-month period;
- (b) The Arbitrator shall not, under any circumstance, consolidate, join, or otherwise combine the arbitration proceeding with any other proceeding or party, except by mutual consent of the Parties; and
- (c) The arbitrator proceedings shall be governed by this Agreement, the ICC, and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of Maryland without regard to conflicts of laws principles. The arbitrator shall have the authority to grant specific performance and to allocate between the Parties the costs of arbitration (including service fees, arbitrator fees, and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing Party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, QIAGEN shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.

10.5 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, provided, however, that either Party may assign this Agreement without such consent to any of its Affiliates or in connection with the transfer or sale of all or substantially all of its assets or business to which this Agreement relates or its merger or consolidation with another company. Any assignment or transfer not in accordance with the foregoing shall be void.

10.6 Force Majeure. QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Agreement and shall not be deemed in breach of its obligations if such failure or delay results from any of the following: civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization, or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake, or other natural disaster, changes in weather conditions, epidemic, plague, pandemic, or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including, but not limited to, an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "**Force Majeure Event**"). In such Force Majeure Event, QIAGEN shall (a) promptly notify Customer in writing and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than thirty (30) days, QIAGEN may terminate this Agreement without liability upon written notice to Customer.

10.7 Notices. Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by overnight mail by a nationally recognized courier (signature required), or sent by registered letter, return receipt requested (or its equivalent) to the Party to which it is directed at its address set forth below or such other address as such Party will have last given by notice to the other Party in accordance with this Section 10.7. Any such notice, request, delivery, approval, or consent shall be deemed effective immediately upon personal delivery, on the next business day if sent by overnight mail by a nationally recognized courier, or five (5) days after it was sent by registered letter, return receipt

requested (or its equivalent), provided that no postal strike or other disruption is then in effect or comes into effect within two (2) days after such mailing.

If to Customer, addressed to: Customer's address in the associated SOW

If to QIAGEN, addressed to: QIAGEN LLC
19300 Germantown Road
Germantown, MD 20874
Attention: Legal Department

QIAGEN GmbH
QIAGEN Strasse 1
40724 Hilden, Germany
Attention: Legal Department

- 10.8 Relationship of the Parties.** The Parties agree that the relationship of Customer and QIAGEN established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish an employment, agency, or any other relationship. Except as may be specifically provided herein, neither Party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.
- 10.9 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland for U.S. customers and Germany for all other customers, without reference to conflicts of laws principles.
- 10.10 Waiver.** Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.
- 10.11 Construction.** Unless the context expressly requires otherwise, (a) the word "or" shall be interpreted in the inclusive sense (*i.e.*, "and/or"), (b) the word "include(ing)" shall mean "include(ing) without limitation," and (c) the singular shall include the plural and vice versa. Headings in this Agreement are used for convenience only and shall not be used in the construction of the meaning of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.
- 10.12 Severability.** If any provision hereof should be held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed as closely as possible to the original provision and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the Parties as nearly as possible. Such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.
- 10.13 Entire Agreement.**
- (a) This Agreement, including its Exhibits, sets forth all the covenants, promises, agreements, warranties, representations, conditions, and understandings between the Parties relative to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the Parties with respect thereto. Exhibit A and any signed SOWs are hereby incorporated into this Agreement.
 - (b) Each Party acknowledges that in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract, or other assurance (except those set out in this Agreement) made by or on behalf of the other Party before the signature of this Agreement. Except in the case of fraud, each Party waives all rights and remedies which, but for this subsection, might otherwise be available to it in

respect of any such representation, warranty, collateral contract, or other assurance.

- 10.14 Amendment and Waiver.** This Agreement including Exhibits may not be amended, and any rights hereunder may not be waived, except in a writing signed by each Party's duly authorized representative.
- 10.15 Compliance with Laws.** Notwithstanding anything to the contrary contained herein, all rights and obligations of Customer and QIAGEN are subject to prior and continued compliance with all import and export laws, regulations, and orders applicable to such Party's activities under or in connection with this Agreement, along with such other laws, regulations, and orders as may be applicable, including obtaining all necessary approvals as required.
- 10.16 Press Releases and Announcements.** QIAGEN shall issue a mutually acceptable press release within a commercially reasonable time following the Effective Date. In addition, QIAGEN may show Customer's logo on a QIAGEN web page listing current clients and may identify Customer as a client in presentations to sales prospects and potential investors.
- 10.17 Equitable Relief.** The Parties agree that a material breach of this Agreement may cause irreparable harm for which a Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, each Party agrees that the other Party shall be entitled to seek an injunction or other equitable relief from a court of competent jurisdiction and to enforce specific performance of this Agreement, in addition to any other remedy to which it may be entitled, at law or in equity.
- 10.18 Counterparts and Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

IN WITNESS WHEREOF, the Parties execute the signatures of their duly authorized representatives on the dates appearing below.

Customer

By: _____
Name/Title

Date: _____

QIAGEN [●]

By: _____
Name/Title

Date: _____

Exhibit A

FORM OF STATEMENT OF WORK #_____

This Statement of Work #[●] (“**SOW**”) is entered into as of [●] (“**SOW Effective Date**”) by and between QIAGEN, [●], a [●] with a principal place of business at [●] (“**QIAGEN**”), and [**Customer Name**], a [●] with its principal place of business at [**Customer Address**] (“**Customer**”) pursuant to that certain Master Service Agreement between the Parties, dated [●] (the “**Service Agreement**”). All capitalized terms used but not defined herein will have the same meanings as specified in the Service Agreement. QIAGEN and Customer agree as follows:

1. **Description of Services and Deliverables:** *[to be inserted]*
2. **Term:** *[to be inserted]*
3. **Fees:** *[to be inserted]*
4. **Entire Understanding:** This SOW, together with the Service Agreement, constitutes the entire understanding of the Parties regarding the Services and supersedes all prior agreements, whether oral or written, with respect thereto.
5. **Counterparts and Signatures:** This SOW may be executed and delivered by facsimile or electronically transmitted signature and in two or more counterparts, all of which together shall constitute one and the same instrument. The Parties agree that upon being signed by the Parties, this SOW shall become effective and binding and that such signed copies will constitute evidence of the existence of this SOW. The Parties agree that the execution of this SOW by exchanging PDF signatures, and/or by industry standard electronic signature software, shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to this SOW, each Party hereby waives any right to raise any defense or waiver based upon execution of this SOW by means of such electronic signatures or maintenance of the executed agreement electronically.

IN WITNESS WHEREOF, the Parties hereto have entered into this SOW by their duly authorized representative as of the SOW Effective Date.

QIAGEN [●]

[Customer]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

[End of Exhibit A]