QIAGEN Digital Insights User Agreement

THIS QIAGEN DIGITAL INSIGHTS USER AGREEMENT (THE "**USER AGREEMENT**"), THE ATTACHED CONTENT EXHIBIT, SOFTWARE EXHIBIT, OR SAAS EXHIBIT, AS APPLICABLE (THE "**EXHIBIT(S)**") (TOGETHER, THE "**AGREEMENT**"), AND ANY RELATED ORDERING DOCUMENT GOVERN THE ACCESS TO AND USE OF THE LICENSED MATERIALS. ACCESSING OR USING ANY COMPONENT OF THE LICENSED MATERIALS OR CLICKING THE "ACCEPT" OR SIMILAR BUTTON, IF APPLICABLE, CONSTITUTES ACCEPTANCE OF THE AGREEMENT.

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

EACH OF QIAGEN AND CUSTOMER MAY BE REFFERED TO HEREIN AS A "**PARTY**" OR COLLECTIVELY AS THE "**PARTIES**."

THE TERMS OF THE AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN AT ITS SOLE DISCRETION AT ANY TIME. CUSTOMER'S CONTINUED ACCESS OR USE OF ANY COMPONENT OF THE LICENSED MATERIALS CONSTITUTES CUSTOMER'S ACCEPTANCE OF SUCH CHANGES.

1. **Definitions**

1.1. "**Affiliate**" means a person, undertaking, or organization which, directly or indirectly, controls, is controlled by, or is under common control with a Party. For the purposes of this definition, "control" means owning more than 50% of the voting stock of a person, undertaking, or organization or otherwise having the power, directly or indirectly, to direct the management and policies of such person, undertaking, or organization.

1.2. "**API**" means an application programming interface or integration module.

1.1. "**Authorized Reseller**" means a reseller authorized by QIAGEN to sell the rights to access and use the Licensed Materials.

1.2. "**Authorized User**" means an employee, agent, officer, or contractor of Customer who accesses any component of the Licensed Materials on behalf of Customer. Solely to the extent Customer purchases a license that extends its rights under the Agreement to its Affiliates, the employees, agents, officers, or contractors of such Affiliates who access any component of the Licensed Materials shall be considered Authorized Users.

1.3. "**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.

1.4. "**Customer Data**" means all data that Customer uploads or processes or causes or requests that QIAGEN upload or process into the Licensed Materials including, without limitation, variant samples, gene lists, custom variant lists, or other data. Customer Data shall not be considered Licensed Materials.

1.5. "**Documentation**" means written, audio, visual, or other user materials made available as part of the Licensed Materials including, without limitation, requirements, online help, and getting-started, training, and tutorial information.

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

1.7. "**Models**" means models or algorithms derived from or trained with Content, processed Content, or combinations of Content or processed Content with Customer Data using computer science, including, but not limited to, machine learning or artificial intelligence. Models may include, but are not limited to, neural

networks, transformers, regression models, sequence models, support vector machines, random forests, and natural language processing models.

1.8. "**Ordering Document(s)**" means (i) a QIAGEN quote, invoice, or other ordering document; (ii) if in connection with an early access, beta, evaluation, promotional, or other similar program, a correspondence from QIAGEN describing the terms and duration of such program; (iii) an Authorized Reseller invoice or other ordering document between Customer and Authorized Reseller; or (iv) an ordering document mutually approved by the Parties and attached hereto as an exhibit. Multiple Ordering Documents may apply to the Agreement. Under an Ordering Document, geography shall refer to the specific country, region, or territory where the rights and obligations under the Agreement apply. For the avoidance of doubt, geography shall not include any other country, region, or territory unless expressly stated.

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

1.10. "**Results**" means the outputs generated through analysis of (i) the Licensed Materials or (ii) the Licensed Materials and Customer Data. For the avoidance of doubt, Results include QIAGEN Background Materials that incorporate Customer Data.

1.11. "**Report**" means Results obtained using the Licensed Materials to execute a variant test.

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

2. **License**. QIAGEN grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Materials solely on behalf of and for the benefit of Customer for Customer's internal research and internal business purposes. Multiple licenses may apply as indicated on the Ordering Documents.

2.1. **Support**. Customers with an active license shall receive support as outlined in the following link: https://digitalinsights.qiagen.com/technical-support/maintenance-and-support/.

2.2. **Authorized User Access**. Customer shall provide QIAGEN with all information reasonably necessary for QIAGEN to create a separate, unique account for each Authorized User. Each account can only be used and accessed by one person and cannot be shared. Customer is fully responsible for all acts and omissions of its Authorized Users. QIAGEN may limit and register the number of devices associated with each user account, and, upon license expiration or as required by applicable law, may delete all data associated with an account, including Customer Data, analysis results, and user preferences.

2.3. **Suspension**. Notwithstanding anything to the contrary, QIAGEN may temporarily suspend Customer's access to the Licensed Materials if QIAGEN reasonably determines that: (i) any actual or threatened infringement or misappropriation of QIAGEN intellectual property exists; (ii) Customer's use of the Licensed Materials disrupts or poses a security risk to the Licensed Materials or to any QIAGEN customer or vendor; (iii) Customer is using the Licensed Materials for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, has made an assignment for the benefit of creditors or similar disposition of its assets, or has become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) QIAGEN's provision of the Licensed Materials to Customer is prohibited by applicable law; or (vi) Customer has breached any term or condition of the Agreement (each, a "**Service Suspension**"). QIAGEN shall provide written notice to Customer of any Service Suspension. QIAGEN will have no liability for any damages, losses (including any loss of data or profits), or any other consequence that Customer may incur as a result of a Service Suspension.

2.4. **Reservation of Rights**. Except as expressly set forth in the Agreement, 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 the Licensed Materials not expressly granted to Customer in the Agreement are expressly reserved for QIAGEN and its suppliers.

3. **Payment**

3.1. Customer shall pay the fees set forth in the applicable Ordering Document and in accordance with the payment terms set forth therein. If no payment terms are specified in the Ordering Document, payments shall be due within 30 calendar days of QIAGEN's delivery of the applicable invoice.

3.2. Payment shall be made in the currency of the country set forth in the Ordering Document(s).

3.3. If QIAGEN determines that Customer has exceeded any applicable use limitations, then QIAGEN reserves the right to charge Customer the fees outlined in QIAGEN's then-current price list for such use.

3.4. QIAGEN shall be entitled to increase the prices at any time with 30 calendar days' notice for new licenses, renewals, and services. Unless otherwise specified in writing by QIAGEN or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax, and any sales, use, excise, and other similar taxes. Customer shall pay all such fees, duties, and taxes in addition to and in the manner and at the rate prescribed by the relevant authority or reimburse QIAGEN for all such fees, duties, or taxes arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on QIAGEN's net income).

3.5. QIAGEN reserves the right to assess a late fee equal to one and one-half percent 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 day following the invoice due date. Any remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owing by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend, or notation appearing on, referring to, or accompanying any remittance.

3.6. QIAGEN shall have the right, in addition to any of its other rights and remedies, to suspend access to uploaded Customer Data or the Licensed Materials, without liability to Customer, if Customer fails to pay amounts owed in accordance with the Agreement.

3.7. If Customer is sharing, consolidating, purchasing, or in any manner providing a license or use of a license to an Affiliate located in another country from Customer, the price of such license excludes any local sales, use, withholding, excise, consumption, or similar taxes. Customer or its Affiliate shall be liable to report and pay any local taxes due to the local authority.

4. **Regulatory Compliance**

4.1. Customer acknowledges and agrees that the Licensed Materials and Results do not recommend any therapy or treatment and have not been approved as a medical device by any regulatory authority in any jurisdiction worldwide, so their use is limited to **research use purposes only**, with the following exception: In 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 recommendation 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 that are excluded from the definition of "medical device" by the FDA.

4.2. 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 regulation.

4.3. Customer shall not represent to any third party that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition.

5. **Intellectual Property**

5.1. Customer acknowledges that QIAGEN and its suppliers own and shall retain all intellectual property and other proprietary rights in and to the Licensed Materials and any other materials and information QIAGEN provides to Customer as part of the Agreement, including, without limitation, any derivatives, improvements, or modifications of the foregoing, whether or not made by QIAGEN. Biological discoveries that Customer makes while using the Licensed Materials derived from Customer Data are not considered QIAGEN intellectual property.

5.2. QIAGEN owns or has the valid right by contract or otherwise to grant to Customer the rights and licenses to the Licensed Materials as set forth in the Agreement without violating any applicable law, rule,

regulation, or the proprietary rights of any third party, including, without limitation, patents, trademarks, copyrights, trade secrets, or other intellectual property rights arising under United States law, international treaty or similar law, or any license, sublicense, covenant, or contract with any third party.

5.3 **Open Software, Third-Party Software**. The Agreement does not apply to any software components subject to an open-source license ("**Open Software**") or to any software for which QIAGEN is only granted a derived right to use ("**Third-Party Software**"). If and insofar as QIAGEN provides Open Software or Third-Party Software, the license terms for such Open Software or Third-Party Software, as applicable, shall additionally apply and prevail. QIAGEN makes no warranty or indemnity hereunder with respect to any Open Software or Third-Party Software.

5.4 **Adverse Actions**

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

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

B. alleges unfair competition or patent misuse involving the Licensed Materials.

ii. In the event Customer or any of its Affiliates actively participates as an adverse party in or otherwise provides material support to any such action, and unless all claims of all Licensed Materials involved in the action have been declared invalid, Customer shall pay all of QIAGEN's costs associated with the action, including, without limitation, travel and attorneys' fees.

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

6.1. use such Feedback to improve QIAGEN's products and services; and

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

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

7.1. use and analyze the De-Identified Data internally to test, develop, and improve QIAGEN's products and services; and

7.2. use usage patterns as part of QIAGEN's products and services.

8. **Confidentiality**. QIAGEN and Customer each agree to retain in confidence all non-public information disclosed pursuant to the Agreement ("**Confidential Information**"). Each Party agrees to: (i) preserve and protect the confidentiality of the other Party's Confidential Information; (ii) refrain from using the other Party's Confidential Information except as expressly permitted herein; and (iii) not disclose such Confidential Information to any third party except to its employees or agents who are reasonably required to exercise its rights or perform its obligations under the Agreement, provided that such third party is subject to obligations which are at least as restrictive as those outlined herein. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes publicly known and made generally available through no act or omission of the receiving Party; (b) was already in the receiving Party's possession at the time of disclosure other than as a result of the receiving Party's breach of any legal obligation; (c) was already or becomes known by the receiving Party from a third party

without breach of any obligation of confidentiality; or (d) was or is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information and as evidenced by appropriate records. Either Party may disclose Confidential Information to the limited extent required to comply with law or regulation, provided that the Party required to disclose the Confidential Information provides prompt advance notice to enable the other Party to seek a protective order or otherwise prevent such disclosure.

9. **Warranty Disclaimer**

QIAGEN AND ITS SUPPLIERS PROVIDE THE LICENSED MATERIALS AND ANY SERVICES IN CONNECTION WITH THE AGREEMENT ON AN "AS IS" BASIS AND MAKE NO WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE, OR TRADE, WITH RESPECT TO THE LICENSED MATERIALS, SERVICES DELIVERED HEREUNDER, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, DATA ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.2, NON-INFRINGEMENT. NEITHER QIAGEN NOR ANY OF ITS SUPPLIERS WARRANTS THAT THE LICENSED MATERIALS OR ANY PART THEREOF OR SERVICES DELIVERED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

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

VARIANT CLASSIFICATIONS AND FILTERS ARE CONFIGURABLE AND PROVIDED SOLELY FOR REFERENCE AND DECISION SUPPORT PURPOSES. THE LICENSED MATERIALS DO NOT CONSTITUTE MEDICAL OR THERAPUTIC ADVICE, RECOMMENDATIONS, OR STATEMENTS OF FACT AND SHALL NOT BE USED DIRECTLY FOR DIAGNOSIS, TREATMENT, OR THERAPEUTIC DECISION-MAKING. NO PHYSICIAN-PATIENT RELATIONSHIP IS CREATED BY CONTENT PROVIDED HEREIN, AND THE CONTENT AND RESULTS ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTING AND APPLYING APPROPRIATE VARIANT CLASSIFICATION AND FILTERING OPTIONS.

QIAGEN MAKES NO REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE UNDERLYING LITERATURE, DATABASES, OR THIRD-PARTY CONTENT AND ASSUMES NO RESPONSIBILITY FOR THE OPINIONS OR RECOMMENDATIONS OF THE CONTENT PROVIDERS. CONTENT MAY ORIGINATE FROM THIRD-PARTY AND COMMUNITY SOURCES, AND QIAGEN DISCLAIMS ALL LIABILITY FOR ERRORS, INACCURACIES, DELAYS, INTERRUPTIONS, OMISSIONS, MALFUNCTIONS, OR UNLAWFUL THIRD-PARTY CONTENT. QIAGEN SHALL HAVE NO LIABILITY ARISING FROM ANY THIRD-PARTY CONTENT OR ANY REPRESENTATIONS OR STATEMENTS MADE BY A CONTENT PROVIDER. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL RELIANCE ON THE CONTENT AND RESULTS.

QIAGEN SHALL HAVE NO LIABILITY ARISING FROM CUSTOMER UPLOADING CUSTOMER DATA, OPTING-IN FOR COMMUNITY FEATURES, OR SHARING OR ACCESSING CONTENT OR RESULTS IN VIOLATION OF ANY APPLICABLE LAW, AGREEMENT, ORTHIRD-PARTY RIGHTS; CUSTOMER IS SOLELY RESPONSIBLE FOR THESE ACTIONS BY CUSTOMER.

10. **Limitation of Liability**

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

11. **Indemnification**

11.1. Customer shall indemnify, defend, and hold harmless QIAGEN, its directors, officers, employees, and representatives ("**QIAGEN Indemnitees**") from and against any and all third-party losses, damages, liability, costs, and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, arising out of any third-party claim alleging that Customer Data or Customer's use of the Licensed Materials in violation of the Agreement violates, infringes, or misappropriates a third-party right or violates applicable laws. In addition, Customer will indemnify the QIAGEN Indemnitees from and against all losses, damages, liability, costs, and expenses incurred by the QIAGEN Indemnitees arising out of any breach by Customer of Section 4.

11.2. QIAGEN shall indemnify, defend, and hold harmless Customer, its directors, officers, employees, and representatives ("**Customer Indemnitees**") from and against any and all third-party losses, damages, liability, costs, and expenses awarded by a court or agreed upon in settlement, arising out of any third-party claim alleging that Customer's use of the Licensed Materials in accordance with the Agreement violates, infringes, or misappropriates a third-party patent or copyright. If such claim occurs, or in QIAGEN's opinion is likely to occur, QIAGEN may, at its option and expense, procure for the indemnitee the right to continue using the infringing item or replace or modify the same so that it becomes non-infringing or, if none of the foregoing alternatives is reasonably available, terminate the Agreement and refund to Customer all paid and unused amounts on a pro-rata basis for any unused term. The foregoing states the entire obligation of QIAGEN and its suppliers with respect to the claims outlined above. QIAGEN shall not be bound by any settlement that Customer enters into without QIAGEN's prior written consent.

11.3. Notwithstanding the foregoing, QIAGEN shall have no liability for any claim to the extent arising from or relating to: (i) the combination, operation, or use of the Licensed Materials with equipment, devices, or software not supplied by QIAGEN or not in accordance with the Documentation; or (ii) any alteration, modification, or illegal use of the Licensed Materials.

11.4. Each Party's obligations related to indemnification are subject to: (i) the indemnitee promptly notifying the indemnitor in writing of the third-party claim; (ii) the indemnitee giving the indemnitor full authority and control of the action with counsel of indemnitor's choice; and (iii) the indemnitee providing the indemnitor information and assistance for the defense of such claim.

12. **Term and Termination**

12.1. **Term**. The Agreement commences when Customer first accepts the terms herein or accesses any component of the Licensed Materials and shall remain in full force and effect for the subscription period specified in the Ordering Document, unless terminated earlier by either Party ("**Term**").

12.2. **Termination for Convenience**. Customer may terminate the Agreement for convenience at any time upon written notice without any right of refund. Any fees payable for the full Term or other outstanding amounts under the Agreement shall be immediately due and payable. QIAGEN may terminate the Agreement for convenience at any time upon written notice, provided that QIAGEN refunds prorated pre-paid unused fees, if any, associated with any remaining license term or unused per-request fees.

12.3. **Termination for Cause**. Either Party may terminate the Agreement at any time if the other Party breaches the terms of the Agreement and such breach remains uncured 10 days after written notice thereof.

12.4. **Customer Obligations Upon Termination or Expiration**

i. Upon either a termination of the Agreement or expiration of a license, Customer must cease all use of and destroy all copies in Customer's possession or control of:

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

B. processed Content;

C. Models; and

D. output generated by indexing, text mining, and natural language processing using Licensed Materials or processed Content.

ii. Within 60 days of a termination or expiration, Customer shall certify, in a writing signed by its legally authorized representative, its compliance with subsection (i) above. If such certification is not provided within 60 days, QIAGEN shall automatically invoice Customer for continued access to the Licensed Materials based on QIAGEN's then current list price for a minimum, non-cancellable period of one year (the "**Continued Access Invoice**"). If Customer fails to provide the certification after such one-year period, QIAGEN shall continue invoicing Customer based on QIAGEN's then current list price until the certification is received. Failure to (A) pay the Continued Access Invoice, if applicable, (B) pay any subsequent invoices, if applicable, and (C) provide the certification shall be deemed a material breach of the Agreement by Customer, and QIAGEN shall be entitled to seek any remedy or right it may have from any court of competent jurisdiction, at law, or in equity.

13. **General**

13.1. **Entire Agreement; Modifications**. The Agreement constitutes the entire agreement between the Parties with respect to the Licensed Materials and replaces all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating to the subject matter contained herein. To the extent any terms stated in Customer's purchase order, acknowledgement, or confirmation conflict with the terms of the Agreement, the terms of the Agreement shall control. The Agreement may not be amended or modified except by a writing signed by both Parties.

13.2. **Force Majeure**. QIAGEN shall not be liable for failure of or delay in performing obligations set forth in the 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 (i) promptly notify Customer in writing and (ii) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations. If such Force

Majeure Event shall continue for a period of more than 30 days, QIAGEN may terminate the Agreement without liability upon written notice to Customer.

13.3. **Third-Party Beneficiary**. Nothing in the Agreement shall confer upon any person, other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever unless otherwise specified.

13.4. **Waiver**. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

13.5. **Assignment**. Customer may not transfer, assign, or delegate the Agreement or any of its rights or obligations under the Agreement without the prior written consent of QIAGEN.

13.6. **Choice of Law; Venue**. The Agreement is governed by and construed in accordance with the laws of the jurisdiction where the QIAGEN entity that is a party to the Agreement has its principal place of business. Nothing in this paragraph shall limit the right of QIAGEN to take proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the Sale of Goods shall not apply to the Agreement. All claims under the Agreement which cannot be amicably settled shall be submitted to binding arbitration as set forth below.

13.7. **Arbitration**. Prior to arbitration, the Parties shall seek informal resolution of disputes. The process shall be initiated with written notice by one Party to the other, describing the dispute with reasonable particularity. The other Party shall respond within 10 calendar days. 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 arbitration. In the event of any dispute between Customer and QIAGEN arising out of or in connection with the Agreement, the Parties shall submit the dispute to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") then in effect. The arbitration proceeding shall take place in Washington, D.C. and be conducted in English under Maryland law, unless the Parties mutually agree otherwise or the arbitrator determines otherwise. 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 on the arbitrator within 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:

i. The Parties shall request that the arbitrator conduct the arbitration proceeding in an expedited fashion to complete the proceeding and render a written decision within 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.

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

iii. The arbitration proceedings shall be governed by the Agreement, the ICC, and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitrator 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 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.

13.8. **Class Action Waiver**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. DISPUTES MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

13.9. **Waiver of Jury Trial**. EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY with respect to any claim, dispute, or controversy arising out of or relating to the Agreement or the transactions contemplated hereby.

13.10. **Legal Fees**. The Party prevailing in any dispute under the Agreement shall be entitled to its costs and legal fees.

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

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

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

13.14. **Compliance Review**. Upon the written request of QIAGEN, and not more than once in each calendar year, Customer shall grant QIAGEN, at QIAGEN's expense and during normal business hours, access to Customer systems and provide such information and documentation as QIAGEN may reasonably request, solely to verify Customer's compliance with the terms and conditions of the Agreement. QIAGEN shall provide the compliance review request at least 10 business days prior to commencing the review.

13.15. **Export**. Customer shall comply with all export laws and regulations of the applicable jurisdiction and shall not transfer or authorize the transfer of the Licensed Materials in violation of any such laws and regulations.

13.16. **U.S. Government Customers**. The Licensed Materials are provided to the U.S. Government under QIAGEN's standard commercial license.

13.17. **Addendum for Customers Located in the People's Republic of China**. Notwithstanding anything to the contrary , solely to the extent the laws of the People's Republic of China are deemed to apply to a Customer located or domiciled therein, the following provisions shall also apply:

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

ii. **Waiver of Sovereign Immunity**. Customer and QIAGEN hereby agree that the execution, delivery, and performance of the Agreement constitute private and commercial acts rather than public or governmental acts. To the fullest extent permitted by applicable law, each Party unconditionally and irrevocably waives any immunity it may have, whether based on sovereignty or otherwise, from suit, arbitration, jurisdiction of any court, attachment (whether before or after judgment or arbitral award),

execution of any judgment or arbitral award, or any other legal, judicial, or arbitral process or remedy, in connection with any action, proceeding, judgment, or arbitral award arising out of or relating to the Agreement in any jurisdiction.

iii. **Confidential Information; Copyright Violations**. Customer agrees that $2,000,000 (two million U.S. Dollars) is a reasonable estimate of QIAGEN's damage if its Confidential Information is (A) disclosed by Customer or any of its employees or agents, (B) used in violation of the Agreement, or (C) used for any copyright infringement of the Licensed Materials or any component thereof. In the event of such disclosure or misuse and upon the delivery of a written demand by QIAGEN, Customer shall pay such sum to QIAGEN as liquidated damages. The Parties acknowledge that the amount of the payment to QIAGEN and the timing of such payment have been specifically contemplated and weighed as a part of accepting the terms of the Agreement and obtaining access to Confidential Information and the Licensed Materials. Other than an injunction to stop ongoing or future disclosures, the liquidated damages shall be QIAGEN's sole remedy for an intentional or unintentional disclosure or misuse of its Confidential Information.

iv. **Administrative Regulations on Human Genetic Resources (HGR) of People's Republic of China ("HGR Regulation")**. QIAGEN shall implement technical measures and internal controls to fully comply with the HGR Regulation. The terms of the Agreement shall not be applicable as far as they conflict with the HGR Regulation.

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

13.18. **Additional International Provisions**. The following provisions shall apply solely to the extent Customer or any of its Affiliates is located in the countries listed below:

i. **United Kingdom**. Except as provided in Section 13.2, a third party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement, provided that this does not affect any right or remedy of such third party which exists or is available apart from that Act.

ii. **Germany**. Notwithstanding anything to the contrary in Section 10, QIAGEN is not liable for acts of simple negligence (unless such acts cause injury to or death of any person), except when they are caused by a breach of any substantial contractual obligations (*vertragswesentliche Pflichten*).

13.19. **Survival of Terms**. Except as otherwise expressly provided herein, the rights and obligations of QIAGEN and Customer in Sections 3, 5, 8, 9, 10, 11, 12, and 13 of the User Agreement and Section 3 of the applicable Exhibits shall survive termination or expiration of the Agreement. Nothing contained herein shall limit any other remedies that either Party may have for the default of the other Party under the Agreement or relieve the other Party of any of its obligations incurred prior to such termination.

Exhibits

- ☐ Content Exhibit
- ☐ Software Exhibit
- ☐ SaaS Exhibit

Last updated: July 2026

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