QIAGEN Bioinformatics Offering User Agreement

IMPORTANT: PLEASE READ THIS USER AGREEMENT CAREFULLY**.** ACCESSING OR USING QIAGEN BIOINFORMATICS OFFERING OR ANY COMPONENT OF LICENSED MATERIALS (DEFINED BELOW) OR CLICKING THE "ACCEPT" BUTTON BELOW CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS USER AGREEMENT GOVERN YOUR RIGHTS TO THE BIOINFORMATICS OFFERING, LICENSED MATERIALS AND SERVICES TO BE SUPPLIED BY QIAGEN HEREUNDER.

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

THIS USER AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS OF THIS USER AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, QIAGEN will make a new copy of the User Agreement available at the QIAGEN website or through the Bioinformatics Offering. We will also update the "Last Updated" date at the bottom of this User Agreement. QIAGEN will request that you assent to the updated terms, provided that if you do not assent to the updated terms, then you may decline and discontinue all use of and access to the Bioinformatics Offering. Otherwise, your continued use of the Bioinformatics Offering or any component of the Licensed Materials constitutes your acceptance of such change(s).

NOTWITHSTANDING ANYTHING ELSE STATED HEREIN, IF CUSTOMER AND QIAGEN HAVE EXECUTED A WRITTEN AGREEMENT IN CONNECTION WITH CUSTOMER'S ACCESS TO THE BIOINFORMATICS OFFERING OR LICENSED MATERIALS OR COMPONENT THEREOF AND SUCH AGREEMENT DOES NOT REFERENCE THIS AGREEMENT ("**SIGNED AGREEMENT**"), THEN THE TERMS OF THE SIGNED AGREEMENT SHALL GOVERN AND CONTROL WITH RESPECT TO THE SAME.

QIAGEN SUGGESTS THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. **Definitions**.

"**APIs**" means any published application programming interface or integration modules for the Bioinformatics Offering that are provided or otherwise made available to Customer by QIAGEN, if any.

"Bioinformatics Offering" means the QIAGEN online, web-based application(s) relevant to QIAGEN's QIAGEN Clinical Insight (QCI), and/or Ingenuity Variant Analysis products and other databases including but not limited to HGMD, which are made accessible to Customer by QIAGEN either (i) via a user account accessing one or more designated websites or servers, or (ii) via installation or download of software, software components, databases etc. and all associated Documentation provided or accessible in connection with such offering, and any updates or upgrades of the same which are made available to Customer hereunder. For clarity, QIAGEN may add new features to, upgrade or modify the Bioinformatics Offering at any time.

"**Case Variant Sample**" means a Variant Sample for an affected individual, patient or proband.

"**Certified QIAGEN Bioinformatics Partner Program**" means the program which exclusively allows third-parties to integrate the QIAGEN Bioinformatics Offering into their own offering making it accessible to end-customers.

"**Content**" means any information or content made available by QIAGEN in connection with Customer's access to or use of the Bioinformatics Offering, including without limitation, QIAGEN's proprietary biological database, diagrams, graphs, analysis reports and any third-party content made available to Customer in connection with Customer's access to or use of the Bioinformatics Offering.

"**Control Variant Sample**" means a Variant Sample for an unaffected individual or for normal tissue from an affected individual, patient or proband.

"**Customer Biological Data**" means all data that Customer or Customer Representative uploads to the Bioinformatics Offering or causes or requests that QIAGEN upload into the Bioinformatics Offering, including without limitation any Variant Samples, gene lists, custom variant lists or other data.

"Customer Representative" shall mean any employee, agent, officer or contractor of Customer who accesses Licensed Materials (or any component thereof) for use on behalf of Customer.

"**Designated Customer Group**" shall mean the group of Customer Representatives designated by the Customer Representative that runs a Variant Test that will have access to (i) the Variant Samples and other Customer Biological Data underlying such Variant Test and (ii) the Results of such Variant Test.

"**Documentation**" means written, audio, visual, and/or other user materials related to the Bioinformatics Offering provided to Customer which may include license or test limitations, including, without limitation, on-line help, and getting started and tutorial information made available through QIAGEN's web-site.

"**Licensed Materials**" means, collectively, the Bioinformatics Offering, Content, Documentation, QIAGEN Background Materials, API, data upload utilities and any updates or upgrades of any of the foregoing accessed, delivered, generated or made available by QIAGEN to Customer or Customer Representatives in connection with this Agreement, and each component thereof.

"Ordering Document(s)" shall mean (a) an QIAGEN invoice or other ordering document mutually approved by the parties which includes certain commercial terms relating to the access to and use of the Bioinformatics Offering, including pricing terms and limitations or restrictions related to Customer's access or use of the Bioinformatics Offering; or (b) if in connection with any free access granted for an early access, beta, evaluation, promotional or other program, then email or other correspondence from authorized QIAGEN personnel describing the terms and duration of such early access, beta, evaluation, promotional or other program. Multiple Ordering Documents may apply to this Agreement, provided that unless expressly stated otherwise in a mutually agreed upon Ordering Document, the terms specified in an Ordering Document shall be relevant only to the specific items listed on the relevant Ordering Document.

"**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.

"**Results**" means the results generated by the Bioinformatics Offering based on analysis enabled by Bioinformatics Offering, Content, or Customer Biological Data relating to Variant Samples. For clarity, Results will include QIAGEN Background Materials and may include Customer Biological Data.

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

"**Variant Test**" means one or more analyses (as specified in the Documentation and/or applicable Ordering Document) run in the Bioinformatics Offering on one Case Variant Sample and, optionally, one or more Control Variant Samples.

2. **Rights of Access and Use**. Customer's use of and access to Licensed Materials depends on whether the Customer is granted standard or promotional license rights.

a. **Standard End User License**. If Customer has paid fees to use Bioinformatics Offering and subject to the terms and conditions of this Agreement, including the restrictions set forth in Section 3, QIAGEN grants to Customer a limited, nonexclusive, nontransferable license:

(i) to access and use Bioinformatics Offering in accordance with Documentation supplied by QIAGEN, solely for Customer's internal research and internal business purposes;

(ii) to upload Variant Samples and other Customer Biological Data on behalf of and for the benefit of Customer into the Bioinformatics Offering;
(iii) to generate Results solely on behalf of and for the benefit of Customer for Customer's internal research and internal business purposes;
(iv) to share through the Bioinformatics Offering in accordance with Documentation Results, Variant Samples and/or Customer Biological Data; and
(v) to use, export, publish or disclose Results outside of the Bioinformatics Offering in accordance with Documentation solely for the following purposes (A) to generate, analyze, interpret, offer for sale, sell and distribute reports, (B) to archive one copy of each such report and (C) to archive one copy of the QIAGEN Background Materials contained in the Results used by Customer to develop each such report provided that Customer's rights to use such QIAGEN Background Materials will continue to be governed by this Agreement.

b. **Early Access/Beta/Evaluation/Promotion License Special Provisions.** If QIAGEN has granted Customer access rights based on an early access, beta, evaluation 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 with respect to the relevant Variant Samples. Notwithstanding any contrary terms specified in any other sections of this Agreement: (A) the license and or access rights for early access, beta, evaluation or a promotion is limited to the term permitted by QIAGEN; (B) the Licensed Materials are provided "As Is" without any warranty of any kind; (C) Customer shall not be entitled to indemnification by QIAGEN and/or any support services; and (D) QIAGEN may terminate access or use rights to any early access, beta, evaluation, or other similar promotional Variant Tests in its own discretion without prior notice to Customer.

c. **License to API**. If QIAGEN delivers an API to Customer, then subject to Customer's compliance with the terms of this Agreement, QIAGEN grants Customer a limited, nonexclusive, non-transferable, non-sublicensable license to use the API solely for the purposes of: (i) creating sanctioned and custom interfaces and links from a Customer application to the Bioinformatics Offering and (ii) accessing the Bioinformatics Offering via such links to upload and analyze relevant Customer Biological Data. QIAGEN reserves the right to modify any API and to revoke Customer rights to use any API.

e. **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 this Agreement are expressly reserved for QIAGEN and its suppliers.

f. **Variant Sample and Result Storage**. QIAGEN will store Customer Biological Data and Results for the term set forth on the applicable Ordering Document. Following the expiration of the term, QIAGEN may permanently delete Customer's Customer Biological Data and Results.

3. **Customer Restrictions, Obligations and Limitations**.

a. **General Restrictions**. Except as expressly permitted in this Agreement, Customer and Customer Representatives agree not to:

(i) access or use the Licensed Materials in any way other than expressly permitted herein;
(ii) access or use the Licensed Materials if Customer 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 purpose;
(iv) access or use the Licensed Materials through any commercial software or system except those authorized under the Certified QIAGEN Bioinformatics Partner Program
(v) use the Licensed Materials to develop functionality, data or content similar to or competitive with any component of Licensed Materials;
(vi) 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 Bioinformatics Offering or Results and incorporate it into any competitive application or service or offering;
(vii) use the Licensed Materials or Results as a diagnostic product or service;
(viii) 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;
(ix) allow or permit any person other than named user to use Customer's User Account;
(x) sell, rent, lease, loan, distribute or otherwise transfer all or any portion of the Licensed Materials to a third party excluding the publishing or disclosing Results in a manner expressly permitted herein;

(xi) reverse engineer, decompile, decrypt, disassemble or reduce any Licensed Materials provided herewith to human-readable form, or otherwise attempt to recreate all or any portion of the Licensed Materials, except and only to the extent otherwise expressly permitted under applicable law;
(xii) 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;
(xiii) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in any Licensed Materials or Results;
(xiv) 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 or deleterious computer code, files, scripts, agents, or programs;
(xv) perform any general or mass downloads of the Content or Results;
(xvi) use the Content for any purpose other than generating Results using the Bioinformatics Offering;
(xvii) represent to any third parties that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition;
(xviii) use Results from Bioinformatics Offering for interpretation of Variant Samples outside Bioinformatics Offering;
(xix) falsify a Variant Sample by uploading a dataset not derived from bona fide biological samples, including but not limited to simulated, computer-generated, edited, engineered, reshuffled, or combined variant datasets.
and/or
(xx) cause, authorize, or assist any third party (including Customer Representatives) to do any of the foregoing.

The restrictions above shall apply to any component of Licensed Materials that is relevant to the restriction. 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 Customer Representatives which is in violation of this Agreement, (ii) not upload (or cause to be uploaded) any Customer Biological 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) be responsible, assume the risk and be liable for the accuracy, quality, integrity and legality of Customer Biological Data and of the means by which Customer and Customer Representatives acquire, upload, transmit and process Customer Biological Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Bioinformatics Offering by anyone other than a Customer Representative and notify QIAGEN promptly of any such unauthorized access or use, (v) use the Bioinformatics Offering only in accordance with QIAGEN Documentation, this Agreement and applicable laws and government regulations, (vi) make any disclosures to 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 Biological Data; (vii) ensure that Customer Biological Data will not include any information that personally identifies an individual or permits QIAGEN or any of its customers to identify an individual; and (viii) be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Bioinformatics Offering, including, without limitation, computers, computer operating system and web browser.

c. **User Accounts**. The Customer account contact will provide QIAGEN with relevant information to enable QIAGEN to provide Customer with a user account for each Customer Representative that Customer identifies for access to the Bioinformatics Offering. Customer understands and agrees that user accounts may not be shared by multiple individuals. Customer agrees that activities or inactivity of Customer Representative will be deemed actions or inactions of Customer and Customer is responsible and liable for any Customer Representative's activities or inactivity in connection with this Agreement.

d. **Sharing Results and Variant Samples with Other Users; Using Bioinformatics Offering**. Customer is solely responsible for its sharing actions and for appropriately designating the Designated Customer Group with whom Results are shared and QIAGEN is not responsible for policing such sharing in any way. Customer will ensure that all sharing is done in compliance with this Agreement and that sharing is legal under applicable laws and consistent with all privacy laws or confidentiality or other contractual obligations it has with third parties. Customer further understands that once it has shared a Variant Sample or Results with a recipient, that recipient will have access to the relevant Results. QIAGEN is not responsible for deleting Variant Samples, deleting Results and/or for contacting recipients of shared information to return copies of, or to remove their access to, the same. QIAGEN reserves the right to limit sharing on a case by case basis if it determines that such sharing is unlawful, or prohibited by this Agreement, a third party right, applicable laws or the interests of QIAGEN or its customers.

e. **Publishing Results Outside of Bioinformatics Offering**. In addition to Customer's license rights set forth in Section 2(a), Customer may publish in a scientific journal or otherwise publish or disclose to third parties the Results provided, however, that (i)

any such publication that discloses QIAGEN Background Materials shall require QIAGEN's and, as applicable, any Third Party Content Provider's prior written consent and (ii) any such publication shall include recognition of the contributions of QIAGEN and/or use of Bioinformatics Offering(s), as appropriate**.**

f. **Regulatory or FDA Compliance**. QIAGEN and Customer agree that the Licensed Materials and Results are not intended to be used as a medical device to directly diagnose a disease or other condition. The Licensed Materials and Results are not intended as a primary diagnostic tool by physicians or to be used as a substitute for professional healthcare advice. The Customer is responsible for ensuring compliance with applicable international, national, and local clinical laboratory regulations and other specific accreditation requirements. In case Customer is using the Bioinformatics Offering as clinical decision support tool to generate patient reports it is the Customer's responsibility to ensure the Results are reviewed by a health care professional, in compliance with such rules and regulations and best practices. 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 Variant Samples complies with the rules and regulations of the US Food and Drug Administration or any other regulatory bodies. Customer shall not represent to any third parties that QIAGEN's Licensed Materials or Results provide any diagnosis of any disease or condition.

4. **Payment**. In consideration for rights granted herein, Customer shall pay QIAGEN the fees set forth in the applicable Ordering Document(s) (if any), in accordance with the payment terms set forth therein, provided if no payment terms are specified, payments will be due within thirty (30) days of QIAGEN's delivery of the applicable invoice. Additionally, if QIAGEN determines that Customer exceeded any applicable limitations or restrictions in connection with Customer's use of the Bioinformatics Offering, then QIAGEN reserves the right to charge the Customer the fees outlined in QIAGEN's price list for such use. In addition, Customer shall pay or reimburse QIAGEN for all federal, state or local sales, use or other taxes, fees or duties arising out of this Agreement or the transactions contemplated by this Agreement, if any (other than taxes based on the net income of QIAGEN). QIAGEN will have the right, in addition to any of its other rights or remedies, to suspend access to Customer Biological Data and/or the Licensed Materials, without liability to Customer, if Customer fails to pay amounts owed in accordance with this Agreement or if QIAGEN determines it is necessary to protect the security of the Licensed Materials. Unless explicitly otherwise permitted in the Ordering Documents, all payments shall be made in US Dollars.

5. **Intellectual Property**.

a. **Customer Biological Data and Security**. As between the parties, Customer and its supplier(s) own and shall retain title to all intellectual property rights and other proprietary rights in and to the Customer Biological Data uploaded by Customer or Customer Representatives. Customer grants QIAGEN the right to reproduce, adapt, distribute, publish, use, and share the Customer Biological Data solely for the purposes of (i) processing Customer's requests, transactions, and analyses contemplated herein and (ii) for internal purposes, such as running tests on the Bioinformatics Offering or QIAGEN's computer systems in order to improve the Bioinformatics Offering. QIAGEN agrees to maintain commercially reasonable security procedures with respect to access and storage and sharing of the Customer Biological Data. These procedures are intended to provide reasonably appropriate technical and organizational safeguards against unauthorized disclosure or access. QIAGEN has no obligation to maintain access to Customer Biological Data and may delete Customer Biological Data from its systems at any time, excluding Customer Biological Data underlying unexpired Variant Samples or Variant Tests.

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

c. **Feedback**. To the extent Customer (and/or Customer Representatives) provide or make available to QIAGEN any suggestions; ideas; improvements; modifications; feedback; error identifications; 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 the Customer Biological Data) ("Feedback"), Customer and Customer Representatives hereby grant QIAGEN a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with full rights to sublicense, to: (i) use and exploit such Feedback to improve QIAGEN's products and services and, (ii) use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute products and services incorporating or utilizing such Feedback.

d. **Adverse Actions**. 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 (i) 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 (ii) alleges unfair competition or patent misuse involving the Licensed Materials. 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, 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 attorney's fees.

6. **Support**. If Customer has purchased support services as identified in the relevant Ordering Document, then Customer shall be entitled to the QIAGEN support purchased for Bioinformatics Offering during the relevant support hours of operation.

7. **Confidentiality**. QIAGEN and Customer each agree to retain in confidence all non-public information disclosed pursuant to this Agreement that is designated as proprietary and/or confidential (the "Confidential Information"). Notwithstanding the foregoing, all Licensed Materials and the results of any evaluations or testing of Bioinformatics Offering by Customer and/or Customer Representatives shall constitute trade secrets and Confidential Information of QIAGEN without need for any marking or designation. All Customer Biological Data shall constitute Confidential Information of Customer without need for any marking or designation. Each party to this Agreement 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 this Agreement and provided such third party is subject to restrictions which are at least as restrictive as the restrictions outlined in this Agreement. Notwithstanding the above, Confidential Information shall not include information that: (x) has become publicly known and made generally available other than through any act or omission of the receiving party; (y) was already or becomes known by the receiving party from a third party who was not under a duty of confidential restriction as to use or disclosure; or (z) was independently developed by the receiving party as evidenced by appropriate records. Either party may disclose Confidential Information without violating this Section 7 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. QIAGEN may disclose Customer Biological Data to the extent required to implement sharing or opt-in community requests made by Customer or Customer Representative.

8. **Warranty Disclaimer; Customer Acknowledgement**.

QIAGEN AND ITS SUPPLIERS PROVIDE THE LICENSED MATERIALS AND ANY SERVICES PROVIDED IN CONNECTION HEREWITH "AS IS" AND MAKE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WITH RESPECT TO 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 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 BIOLOGICAL 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 BIOLOGICAL DATA, OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE 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 (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE LICENSED MATERIALS, RESULTS AND/OR CUSTOMER BIOLOGICAL DATA. QIAGEN SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUCH ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF CUSTOMER'S INFORMATION AND SYSTEMS.

VARIANT CLASSIFICATIONS AND FILTERS ARE CUSTOMIZABLE AND ARE INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY. THE BIOINFORMATICS OFFERING AND CONTENT ARE NOT TO BE USED DIRECTLY FOR TREATMENT OR THERAPEUTIC DECISION-MAKING, AND UNDER NO CIRCUMSTANCES REPRESENT QIAGEN RECOMMENDATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH. QIAGEN ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERLYING LITERATURE AND DATABASES NOR FOR THE OPINIONS AND

RECOMMENDATIONS OF AUTHORS OF CURATED LITERATURE AND DATABASES.

CUSTOMER ACKNOWLEDGES THAT QIAGEN PROVIDES MULTIPLE, CONFIGURABLE OPTIONS FOR VARIANT FILTERING AND CLASSIFICATION, AND CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR SPECIFYING AND/OR SELECTING THE APPROPRIATE VARIANT CLASSIFICATION AND/OR FILTERING OPTIONS, AS APPROPRIATE. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE NOT INTENDED TO BE 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 BY CONTENT PROVIDED THROUGH THE SERVICES. THE CONTENT IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT DISEASE WITHOUT SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

ALTHOUGH MOST CONTENT IS OBTAINED FROM SOURCES CONSIDERED BY QIAGEN TO BE RELIABLE, SOME CONTENT IS SOURCED FROM THE COMMUNITY OF USERS AND LABS WORLDWIDE. THE ACCURACY AND COMPLETENESS OF CONTENT IS NOT GUARANTEED AND NEITHER QIAGEN NOR ANY OF ITS THIRD PARTY LICENSORS OR CONTENT PROVIDERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ERRORS, DELAYS, INTERRUPTIONS, OMISSIONS, OR MALFUNCTIONS WITH RESPECT TO CONTENT OR ITS DELIVERY, REGARDLESS OF THE CAUSE OR SOURCE THEREOF. QIAGEN ASSUMES NO RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE, INACCURATE, MISLEADING OR UNLAWFUL THIRD PARTY CONTENT MADE AVAILABLE THROUGH ITS BIOINFORMATICS OFFERING. CONTENT PROVIDERS MAY REQUIRE SEPARATE CONTENT LICENSES DIRECTLY WITH CUSTOMER, AND QIAGEN MAY RESTRICT ACCESS TO ANY SUCH THIRD PARTY CONTENT UNTIL THE CONTENT PROVIDER NOTIFIES QIAGEN THAT CUSTOMER MAY ACCESS SUCH THIRD PARTY CONTENT. QIAGEN IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY THIRD PARTY CONTENT OR ANY REPRESENTATIONS OR STATEMENTS MADE BY A CONTENT PROVIDER ABOUT ITS THIRD PARTY CONTENT AND ITS INTENDED USE, INCLUDING (BUT NOT LIMITED TO) ANY STATEMENTS THAT CONTRADICT THIS PARAGRAPH, AND CUSTOMER AGREES THAT IN NO EVENT WILL QIAGEN BE LIABLE TO CUSTOMER OR ANY CUSTOMER REPRESENTATIVE IN CONNECTION WITH ANY THIRD PARTY CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

QIAGEN IS NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES ARISING FROM CUSTOMER UPLOADING BIOLOGICAL DATA, OPTING-IN FOR COMMUNITY FEATURES (INCLUDING, BUT NOT LIMITED TO, SHARING OF POOLED, ANONYMOUS ALLELE FREQUENCY INFORMATION), OR SHARING RESULTS IN VIOLATION OF ANY AGREEMENT OR LAW OR POLICY OR ANY THIRD PARTY AGREEMENT OR RIGHTS; CUSTOMER IS SOLELY LIABLE AND RESPONSIBLE FOR THESE ACTIONS BY CUSTOMER AND CUSTOMER REPRESENTATIVES.

9. **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, OR FOR 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. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THE PROVISION OF ACCESS TO ANY PRODUCTS OR ANY SERVICES HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID TO QIAGEN BY CUSTOMER (AND IN THE CASE OF CUSTOMER'S LIABILITY ANY AMOUNTS PAID OR DUE) IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY FEES DUE TO QIAGEN HEREUNDER OR ANY BREACH OF SECTIONS 2 (RIGHTS OF ACCESS AND USE), 3 (CUSTOMER RESTRICTIONS, OBLIGATIONS AND LIMITATIONS) OR 7 (CONFIDENTIALITY), OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. **Indemnification**.

a. Customer as indemnitor will indemnify, defend and hold harmless QIAGEN, its directors, officers, employees and representatives as 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 Biological Data or Customer's use of Bioinformatics Offering in violation of this Agreement violates, infringes, misappropriates 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 3(a)(xix) or the last sentence of Section 3(f).

b. If Customer has paid for a license to access Bioinformatics Offering, then QIAGEN as indemnitor will defend or settle, and hold harmless Customer, its directors, officers, employees and representatives ("**Customer Indemnitees**") from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, to the extent based on any claim, suit or proceeding brought by a third party against Customer Indemnitees alleging that Customer's use of the Licensed Materials in accordance with this Agreement and applicable Documentation for which Customer has paid QIAGEN a fee directly infringes a U.S. 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(s) or to replace or modify the same so that it becomes non-infringing or, if neither of the foregoing alternatives is reasonably available, cease providing the Licensed Materials and refund to Customer all paid and unused amounts on a pro-rata basis for any unused term. 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 (ii) any alteration or modification of or any illegal use of the Licensed Materials or use of the Licensed Materials in violation of this Agreement. THE FOREGOING STATES THE ENTIRE OBLIGATION OF QIAGEN AND ITS SUPPLIERS WITH RESPECT TO CLAIMS OUTLINED ABOVE, INCLUDING INFRINGEMENT OF PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS.

c. Each party's forgoing obligations are subject to (i) the indemnitee promptly notifying the indemnitor in writing of the third party proceeding or action, (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 defense of such claim.

11. **Term and Termination**. This Agreement commences when Customer first accepts the terms herein and accesses the Bioinformatics Offering and/or any component of the Licensed Materials and continues until terminated by either party in accordance with the terms herein ("Term"). Customer may terminate this Agreement for convenience at any time upon notice to QIAGEN. QIAGEN may terminate this Agreement for convenience at any time upon notice to Customer provided that QIAGEN refund prorated fees paid, if any, associated with unexpired Samples or Variant Tests. QIAGEN has the right to terminate this Agreement at any time if the terms of this Agreement are breached by Customer and/or any Customer Representative and such breaching party fails to remedy such breach within ten (10) days after written notice thereof. Upon termination, Customer must cease all use of Licensed Materials (excluding any QIAGEN Background Materials included in Results) and must destroy all copies of the Licensed Materials (excluding any QIAGEN Background Materials included in Results) in Customer possession or control. At QIAGEN's request customer shall certify in writing to QIAGEN, within 90 days, that such actions have occurred in a form reasonably acceptable to QIAGEN. Except as otherwise expressly provided herein, the rights and obligations of QIAGEN and Customer in Sections 1 (Definitions), 3 (Customer Restrictions, Obligations and Limitations), 4 (Payment), 5 (Intellectual Property), 7 (Confidentiality), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11 (Term and Termination), and 12 (General) shall survive termination or expiration of this Agreement. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve the other party of any of its obligations incurred prior to such termination.

12. **General**.

a. Language. This Agreement, any disputes hereunder, and all services to be provided hereunder by QIAGEN to Customer (if any) shall be conducted and provided in the English language. Any translated version of this Agreement shall be only for convenience and filing with the appropriate government agency, if required, and not for interpretation of this Agreement.

b. Entire Agreement; Modifications. This agreement includes the terms herein and the attached exhibits, and any terms incorporated herein by reference, including terms identified herein which are to be identified in and incorporated from an Ordering Document (collectively "**Agreement**") and constitutes the entire agreement between the parties with respect to the Licensed Materials and other services or products delivered by QIAGEN hereunder as identified in the relevant Ordering Document. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating the subject matter contained herein. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order, acknowledgement or conformation or other document issued by Customer, even if signed and returned by QIAGEN, shall take precedence over the terms of this Agreement.

c. 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.

d. **Export**. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries, and not to transfer, or authorize the transfer of, the Licensed Materials, to a prohibited country or otherwise in violation of any such restrictions or regulations. Customer shall obtain any and all import licenses necessary or proper for the import and use of the Licensed Materials, as relevant.

e. **Government Restrictions**. Any components of the License Materials that constitute software or services delivered hereunder and any related documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire access to the Licensed Materials with only those rights set forth herein. Access to all components of the Licensed Materials is provided to any unit or agency of the U.S. Government ("Government") on a "restricted rights" basis only: use, duplication or disclosure by the Government is subject to the restrictions set forth in this Agreement, pursuant to DFARS 227.7202-3(a) and 252.227-7013(c), or its equivalent and pursuant to subparagraph (c)(1) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as well as to FAR 12.212(b), or their equivalents. The licensor of the Licensed Materials is QIAGEN, who reserves and retains all rights in Licensed Materials not granted to the Government in this Agreement pursuant to DFARS 252.227-7013(c), to FAR 12.212(b), or their equivalents.

f. **Anonymous Data.** QIAGEN may utilize data capture and analysis tools, and other similar tools, to create non-personally identifiable and aggregate data or information resulting from its customers' use of the Bioinformatics Offering, which may include non-personally identifiable and aggregate Customer Biological Data, Results and Customer's usage patterns ("Anonymous Data"). QIAGEN may (i) use and analyze the Anonymous Data to develop and improve QIAGEN's products and services, such as improving the user experience or QIAGEN's algorithms and (ii) use the Anonymous Data as part of QIAGEN's products and services. QIAGEN will ensure that no personally identifiable information is disclosed through the QIAGEN products and services to any third party without Customer's consent.

g. **Choice of Law; Venue.** This Agreement is governed and interpreted in accordance with the laws of the State of California, U.S.A., without reference to its conflict of law principles. Subject to the arbitration clause (where relevant), the parties hereby consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, U.S.A. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement.

h. **Legal Fees.** The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

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

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

k. **Assignment.** Except as expressly permitted herein, Customer shall not transfer, assign or delegate this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of QIAGEN. Any such purported transfer, assignment or delegation shall be null and void. QIAGEN may transfer, assign or delegate this Agreement. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective heirs, successors, assigns and legal representatives.

l. **Illegality.** If any term or provision of this 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.

m. **Headings.** Headings are solely for reference and shall not affect the meaning of any term.

n. **Arbitration.** If the Customer's address provided in connection with gaining access to the Bioinformatics Offering is located outside of the United States, then the following shall apply: In the event of any dispute between Customer and QIAGEN arising out of or in connection with this 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 San Francisco, California, and be conducted in English. 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 Arbitration Rules and Procedures of ICC, provided 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 in order to complete the proceeding and render a written decision within twelve 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 twelve 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; and (iii) The arbitrator proceedings shall be governed by this Agreement, by the ICC, and by 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 California 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.

o. Addendum for Customers Located in the People's Republic of China. Notwithstanding anything to the contrary herein and only to the extent the laws of the People's Republic of China are deemed to apply to this Agreement in some capacity with respect to a Customer because the Customer is located or domiciled in the People's Republic of China, then the following shall also apply with respect to such Customers only:

(i) **Limited Warranty.** QIAGEN owns or has the rights to license the Licensed Materials.

(ii) **Export/Import.** 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.

(iii) **Waiver of Sovereign Immunity.** Customer and QIAGEN hereby unconditionally and irrevocably agree that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or governmental acts. To the extent that any party to this Agreement shall be entitled in connection with any suit, action, judicial or arbitral proceeding arising out of or relating to this Agreement at any time brought against such party, or with respect to any suit, action or judicial proceeding at any time brought for the purpose of enforcing or executing any judgment or arbitral award in any jurisdiction, to any immunity, on the grounds of sovereignty or otherwise, from suit or arbitral proceeding, from the jurisdiction of any court, from attachment prior to judgment or arbitral award, from attachment in aid of execution of judgment or arbitral award, from execution of a judgment or arbitral award or from any other legal or judicial or arbitral process or remedy, and to the extent that in any such jurisdiction there shall be attributed such an immunity, each party hereby unconditionally and irrevocably agrees not to claim and unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

p. Additional International Provisions. The following provisions shall apply only if you are located in the countries listed below.

- United Kingdom. A third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.
- Germany. Notwithstanding anything to the contrary in Section 9, QIAGEN is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).

q. Basis of the Bargain. Customer acknowledges and agrees that QIAGEN has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Last updated: June 25th, 2018