



QIAGEN DIGITAL INSIGHTS SERVICE AGREEMENT

IMPORTANT: PLEASE READ THIS QIAGEN DIGITAL INSIGHTS SERVICE AGREEMENT (“**Service Agreement**”) CAREFULLY. ACCESSING OR USING ANY COMPONENT OF SERVICES (DEFINED BELOW) OR CLICKING AN “ACCEPT” OR SIMILAR BUTTON, IF SUCH A BUTTON IS AVAILABLE, CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT GOVERN YOUR RIGHTS TO THE SERVICES TO BE SUPPLIED BY QIAGEN HEREUNDER.

YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS SERVICE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH QIAGEN AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS SERVICE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY OR INSTITUTION NAMED AS THE CUSTOMER ON THE ORDERING DOCUMENT (DEFINED BELOW), AND TO BIND THAT COMPANY OR INSTITUTION TO THIS SERVICE 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 SERVICE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY COMPONENT OF SERVICES.

THIS SERVICE 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 SERVICE AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN AT ITS SOLE DISCRETION AT ANY TIME. When changes are made, QIAGEN will make a new version of the Service Agreement available on the QIAGEN website. QIAGEN will also update the “Last updated” date at the end of this Service 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 Services and Deliverables. Otherwise, your continued use of any component of the Licensed Materials constitutes your acceptance of such change(s).

IF CUSTOMER IS DEEMED TO HAVE ORDERED SERVICES, QIAGEN’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY THE CUSTOMER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OR ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF QIAGEN SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

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

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

Each of Customer and QIAGEN is a “**Party**” and collectively Customer and QIAGEN are the “**Parties**”.

1. Services

1.1 Statements of Work. This Service Agreement will be implemented through one or more written statements of work (including such information, materials and/or subject matter as is illustrated in Exhibit A attached hereto) executed by the Parties hereto from time to time (each, a “SOW”), and provides the terms and conditions applicable to all SOWs executed hereunder. The Parties hereto agree that the acceptance and entry into any SOW may be affected through use of a written instrument similar in substance to the SOW set forth in Exhibit A attached hereto and signed by both Parties. QIAGEN shall use commercially reasonable efforts to perform the services defined in each SOW (the “Services”) and/or provide the deliverables defined in each SOW (the “Deliverables”) in accordance

with the descriptions and schedules specified therein. QIAGEN shall have no obligation to perform Services or provide Deliverables until the Parties have executed a SOW therefor.

- 1.2 Change Orders.** Any modification or other change to a SOW must be in writing in a mutually agreed upon form (each, a "Change Order") executed by authorized representatives of both Parties to the SOW. All Change Orders must be fully executed prior to implementation of any modifications or changes to the applicable SOW or incurrence of any costs relating thereto.
- 1.3 Modifications and Conflicts.** If there is a conflict between this Service Agreement and any SOW, this Service Agreement shall prevail unless the SOW expressly and specifically deviates from this Service Agreement, in which case the SOW shall prevail only with respect to the matter so specified. Any modification of these terms and conditions within a SOW will apply only to that SOW in which the modification is set forth. The terms of this Service Agreement and the applicable SOW shall take precedence over any different or conflicting provisions of any invoice, order confirmation, acknowledgement, purchase order or other ordering document.
- 1.4 Use of Affiliates and Contractors.** QIAGEN shall be entitled to perform any of its obligations under this Service Agreement through an Affiliate and/or contractor, provided that QIAGEN shall remain fully liable for the performance of Services by its Affiliates and/or contractors. "Affiliate" shall mean any company or undertaking which directly or indirectly through one or more entities, controls or is controlled by, or is under common control with either party. Control shall mean the power to directly or indirectly direct the management and policies of the company or undertaking through, for example, the ownership of voting rights or by contract.

1.5 Acceptance.

Upon QIAGEN delivering a Deliverable to Customer, Customer shall have up to five (5) business days to accept or reject the Deliverable for material defects. Failure by Customer to respond within this timeframe shall constitute acceptance. In the event Customer rejects a Deliverable within the referenced timeframe, Customer shall provide a written notice to QIAGEN within the initial five (5) business day acceptance period, describing in reasonable detail the basis for its rejection. The Parties shall work in good faith to resolve the defect and QIAGEN shall use commercially reasonable efforts to correct any defect in a timely fashion. Within five (5) business days of the resolution of the rejection, Customer shall have five (5) business days to accept the Deliverable. Nothing in this Service Agreement shall require Customer to use any Deliverable, but all Deliverables delivered to Customer, whether used by Customer or not, will count for purposes of determining compensation due to QIAGEN. After acceptance of a Deliverable, any changes to that Deliverable will require a new SOW between the Parties.

2. Compensation

- 2.1 Charges and Payment Schedule.** Customer shall pay compensation to QIAGEN in respect of the Services as set forth in the applicable SOW.
- 2.2 Payment Terms.** QIAGEN shall invoice Customer, and Customer shall pay QIAGEN, in accordance with the billing and payment terms detailed in the applicable SOW. Customer shall pay all invoices within thirty (30) days after receipt of invoice. All payments required by this Service Agreement are exclusive of sales taxes, use taxes, value added taxes and any other applicable taxes, and Customer agrees to bear and be responsible for the payment of all such charges. If Customer is a tax-exempt entity, Customer will provide QIAGEN with a copy of its current tax-exempt certificate within five (5) business days from the Effective Date of this Service Agreement. All amounts are in US Dollars.
- 2.3 Expenses.** Customer shall pay all reasonable expenses incurred by QIAGEN personnel in the performance of this Service Agreement including but not limited to travel and living expenses incurred by QIAGEN employees while performing Services at Customer's facilities, provided that such expenses are approved in advance by Customer. All travel by QIAGEN personnel shall be in accordance with QIAGEN's standard travel and expense policy, where applicable, then in effect. Such expenses shall be paid as set forth in Section 2.1.
- 2.4 Past Due Invoices.** QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the 1st day following the invoice due date. Any check or remittance received from or for the account of Customer may be

accepted and applied by QIAGEN against any indebtedness owed by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

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

3. Services Coordination.

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

4. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

- 4.1 QIAGEN Representations and Warranties.** QIAGEN represents and warrants to Customer that: (a) the Services will be performed in a professional and skillful manner, and in accordance with applicable industry standards, by personnel who are qualified through appropriate education, training and experience; and (b) the Deliverables shall comply with the specifications and other requirements that are described or referenced in the applicable SOW.
- 4.2 Exclusive Remedy.** If QIAGEN breaches the warranties made under Section 4.1, and QIAGEN receives written notice from Customer regarding such breach within thirty (30) days of QIAGEN's performance of the non-conforming Services or delivery of such non-conforming Deliverables (as the case may be), QIAGEN will, at QIAGEN's option, either (i) return the fees paid for that portion of the Services and/or Deliverables that are determined to be nonconforming, or (ii) re-perform such Services and/or provide corrected Deliverables at no additional cost to Customer. In the event Customer fails to provide all specifications to QIAGEN in writing prior to QIAGEN's commencement of the Services, QIAGEN shall not be responsible for non-conforming Services or associated Deliverables and shall be entitled to retain and/or collect any fees associated with its performance of such non-conforming Services or provision of such non-conforming Deliverables. The recourse set forth in this Section 4.2 shall be Customer's exclusive remedy for breach of warranty.
- 4.3 Mutual Representations and Warranties.** Each party represents and warrants that: (i) it has the full power and authority to enter into, execute and perform its obligations under this Service Agreement; (ii) it has secured or obtained all necessary corporate approvals needed by it to enter into and to perform this Service Agreement; (iii) this Service Agreement will be a legal and valid obligation binding upon it and is enforceable in accordance with its terms subject to laws that may limit the rights of creditors generally, and to the principles of equity; and (iv) the execution, delivery and performance of this Service Agreement by it does not conflict with any agreement, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.
- 4.4 Specific Disclaimers Regarding Services and Deliverables.** The Deliverables are not intended for diagnostic use, treatment, or other therapeutic decision-making, and under no circumstances shall QIAGEN's Services or Deliverables be construed as recommendations by QIAGEN pertaining to diagnostic, treatment or other therapeutic decisions. The Deliverables are provided solely in support of the requirements set forth in the SOW. Customer acknowledges and agrees that the Services and Deliverables are not intended as medical advice or instructions for medical diagnosis, treatment or care of persons or animals, and no physician-patient relationship is, or is intended to be, created pursuant to QIAGEN's performance of the Services or delivery of Deliverables. QIAGEN assumes no responsibility for and makes no representations or warranties regarding the accuracy of underlying literature and databases nor for the opinions or recommendations of authors of curated literature or databases.

4.5 GENERAL DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 4, NO PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALIDITY OF PATENT CLAIMS, WHETHER ISSUED OR PENDING.

5. Confidentiality.

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

5.2 Confidentiality. The Parties acknowledge and agree that, in connection with this Service Agreement, either Party may be exposed to, be given or be provided access to Confidential Information of the other Party. The Receiving Party shall use Confidential Information only for the purposes contemplated by this Service Agreement and shall hold all Confidential Information in trust, strict secrecy and confidence for a period of five (5) years after the end of the Term, (provided that any Confidential Information which is marked as a trade secret shall remain protected until it no longer qualifies as a trade secret under applicable law and shall not disclose the other Party's Confidential Information to any third party without the Disclosing Party's prior written consent. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party uses to protect its highly confidential information, but in no event less than commercially reasonable care. The Receiving Party shall disclose Confidential Information only to those of its employees, agents or consultants, or those of its Affiliates (collectively, the Receiving Party's "Representatives") who need to know the information for purposes of performing this Service Agreement and only if such Representatives are bound by written confidentiality obligations consistent with the terms of this Service Agreement. The Receiving Party shall be responsible for any breach of this Service Agreement by its Representatives.

5.3 Exceptions. The foregoing obligations of confidentiality and non-use shall not apply with respect to any portion of the Confidential Information which: (i) was known to the Receiving Party prior to the date of the disclosure by the Disclosing Party; (ii) is lawfully received in good faith at any time by the Receiving Party from a source lawfully in possession of the same and having the right to disclose the same; (iii) is, as of the date of receipt, in the public domain or subsequently enters the public domain other than by reason of acts or omissions of Receiving Party; or (iv) is independently developed by the Receiving Party without use of the other party's Confidential Information, as evidenced by written, electronic or other records.

5.4 Exclusion for Mandatory Disclosure. In the event that the Receiving Party is required (by subpoena, civil investigative demand or similar process) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice thereof, if legally permitted, so that the Disclosing Party may seek an appropriate protective order. The Receiving Party shall reasonably cooperate with the Disclosing Party in the Disclosing Party's efforts to seek such a protective order. The Receiving Party shall disclose only that portion of such Confidential Information that the Receiving Party is required to disclose, in the opinion of the Receiving Party's legal counsel. Except for such required disclosure, the Confidential Information shall remain subject to the terms of this Service Agreement and may only be disclosed as set forth in Sections 5.2 or 5.3 hereof.

6. Intellectual Property.

6.1 Background IP. Except for rights expressly granted under this Service Agreement, each party will retain exclusive interest in, and ownership of, its intellectual property developed before this Service Agreement or developed outside the scope of this Service Agreement ("Background IP"). Nothing contained in this Service Agreement shall be construed as an assignment or grant from one Party

to the other of any right, title or interest in or to the intellectual property of the other Party, it being understood that all rights relating thereto are reserved by each Party in its respective Background IP. Inventorship, for the purposes of this Service Agreement, will be determined solely in accordance with U.S. Patent laws and ownership shall follow inventorship.

- 6.2 Deliverables for COTS Software — License to Use.** Except for Deliverables subject to Section 6.3 or 6.4, QIAGEN hereby grants Customer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, license to use the Deliverables, along with QIAGEN's Background IP and QIAGEN's Foreground IP only for the purpose of enabling Customer to utilize the Deliverables for as long as Customer maintains a license to the required COTS Software (as defined in Section 6.5). The Deliverables will be considered Licensed Materials under the COTS licensing agreement.
- 6.3 Data Set Deliverables.** Deliverables which are derivatives of QIAGEN content or data sets (a "Report") shall be considered QIAGEN Foreground IP along with any derivatives of the Report. No ownership rights shall be granted to Customer. Customer may use the Report for internal, non-commercial purposes only and for internal numerical or statistical analysis of data elements as set forth in the SOW. Customer may not distribute, sublicense, publicize or create a database or derivative database from the Report.
- 6.4 Ownership of Work Made for Hire Deliverables.** The Parties hereby acknowledge that if the Deliverables are designated as a "work made for hire" in the SOW, all documentation developed in connection with the Deliverables (excluding any Background IP) and the Deliverables, will, to the extent permitted by Law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101) and will remain Customer's exclusive property.
- 6.5 COTS Software.** To the extent Customer's use of the Deliverables requires Customer to license any COTS Software (as defined below) from QIAGEN, the Parties agree that the license in Section 6.2 will not apply to the COTS Software, and the COTS Software shall instead be licensed to Customer under a separate Ordering Document and subject to the terms and conditions of the Agreement as Licensed Materials. To the extent there is a conflict between this Exhibit (including any SOW) and the Agreement, this Agreement shall apply with respect to the Services to the extent of the inconsistency. For the purposes of this section, "COTS Software" means computer software, content, data sets or derivative works or extracts of such software, content or data sets, owned by or licensed to QIAGEN and made available on a commercial off-the-shelf basis from time to time to customers of QIAGEN as part of the QIAGEN's ordinary course of business, whether such software, content or data set is made available for installation or download on computer hardware owned or operated by or on behalf of Customer (other than by QIAGEN or its Affiliates) or is hosted on computer hardware owned or operated by or on behalf of the QIAGEN (for example, a "software-as-a-service" platform).
- 6.6** Any and all intellectual property arising directly from the Services under a SOW, whether conceived, discovered, reduced to practice or writing, generated or developed by QIAGEN will be considered "Foreground IP".

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

7. Indemnification; Limitation of Liability.

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

- 7.2 Customer Indemnification.** Customer shall indemnify, defend and hold harmless QIAGEN, its Affiliates and its and their respective directors, officers, employees and agents (each, a “QIAGEN Indemnified Party”) from and against any and all Losses resulting or arising from any third-party claims, actions, proceedings, investigations or litigation relating to or arising from (i) the willful misconduct or negligent acts or omissions of Customer; or (ii) Customer’s breach of this Service Agreement; except to the extent such Losses are determined to have resulted from the gross negligence or intentional misconduct of a QIAGEN Indemnified Party.
- 7.3 Indemnification Procedure.** A Party seeking indemnification or reimbursement hereunder shall give the other Party prompt written notice of any such claim or lawsuit (including a copy thereof) served upon it and shall fully cooperate with the indemnifying party and its legal representatives in the investigation of any matter the subject of indemnification. The indemnified party shall have no right to tender an appearance in the proceedings. The indemnifying party shall have full control over the proceedings, including but not limited to, selection of counsel to tender appearance for the indemnifying party and for the indemnified party. The indemnified party shall promptly sign any and all reasonably necessary documents for the selection of counsel, such as a joint defense agreement, and shall not unreasonably withhold its consent to conflict waivers. The indemnified party’s attorney’s fees shall be limited to those necessary for complying with the indemnifying party’s requests for support that necessarily call for the use of the indemnified party’s counsel (e.g., preparing a witness for deposition). The Party seeking indemnification shall not unreasonably withhold its approval of the settlement of any claim, liability or action covered by Section 7.3, as applicable, will cooperate with counsel of the indemnifying or reimbursing Party and reserves the right to engage its own counsel to assist in the defense at the expense of the indemnifying party.
- 7.4 Limitation of Liability.** EXCEPT FOR CLAIMS ARISING UNDER SECTIONS 5, 6.1, 7.1 or 7.2 HEREOF, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF THIS SERVICE AGREEMENT OR THE EXERCISE OF RIGHTS HEREUNDER, OR FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE OR LOSS OF USE DAMAGES ARISING FROM ANY BREACH OF THIS SERVICE AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. QIAGEN’S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY QIAGEN FROM CUSTOMER UNDER THE SPECIFIC SOW PURSUANT TO WHICH THE SERVICES WERE PROVIDED.

8. Term and Termination.

- 8.1 Term.** This Service Agreement shall take effect on the Effective Date and shall remain in effect for a term of three (3) years or until the expiration or termination of all SOWs under this Service Agreement, whichever is later, unless sooner terminated in accordance with the provisions of Sections 8.2 or 8.3 (the “Term”). The Term may be extended for a mutually agreed upon timeframe subject to an amendment signed by both Parties
- 8.2 Termination for Breach.** Either Party may terminate this Service Agreement and/or an individual SOW with written notice to the other Party if the other Party materially breaches any term of this Service Agreement or the applicable SOW, and such breach is not cured (or which cannot be cured) within thirty (30) days after written notice.
- 8.3 Termination for Financial Concerns.** Either Party may terminate this Service Agreement and/or a SOW upon written notice effective immediately, in the event the other Party becomes insolvent, ceases to operate in the normal course of business, or generally fails to pay, or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for the other Party or for a substantial part of the property of the other Party, or makes a general assignment for the benefit of creditors, or in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the other Party or for a substantial part of the property of the other Party, or any bankruptcy, reorganization,

debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the other Party, or any warrant of attachment or similar legal process is issued against any substantial part of the property of the other Party.

8.4 Effect of Termination or Expiration. Upon termination or expiration of this Service Agreement or a SOW, neither QIAGEN nor Customer will have any further obligations under this Service Agreement or SOW, except that (unless otherwise agreed by the Parties):

- (a) QIAGEN will provide all Services in respect of Deliverables in progress in an orderly manner as soon as practical and in accordance with the applicable Service performance standards, up to the effective date of termination;
- (b) Customer will pay QIAGEN any monies due and owed to QIAGEN up to the effective date of termination or expiration, for Services performed, including any pro-rata fees for Services completed up to the effective date of termination;
- (c) QIAGEN shall not perform any Services past the termination date.
- (d) The provisions set forth in Section 2 and Sections 5 through 9 shall survive any such termination or expiration in accordance with their respective terms.

9. Miscellaneous.

9.1 Data Protection. To the extent Personal Data (as defined in the applicable data protection laws) from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by QIAGEN, the EU/EEA Standard Contractual Clauses adopted by the European Commission in 2021 shall apply. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, shall be treated as its execution of the Standard Contractual Clauses and Appendices. To the extent that the California Consumer Privacy Act ("CCPA") is applicable to either Party, such Party agrees to comply with all of its obligations under the CCPA, including but not limited to: not to (i) sell the Personal Data; (ii) retain, use or disclose the Personal Data for any purpose other than for the specific purpose of performing the services; (iii) retain, use or disclose the Personal Data for a commercial purpose other than providing the services or (iv) retain, use, or disclose the information outside of the direct business relationship between the Parties.

9.2 Non-Solicitation. The Parties agree that during the Term of this Service Agreement and for one year thereafter, neither Party shall, without the prior written consent of the other Party, (i) solicit, recruit, induce away, or attempt to solicit, recruit, or induce away, directly, indirectly, or by assisting others, any employee of the other Party with whom the soliciting Party had contact with or became aware of as a result of the business relationship contemplated by this Service Agreement, or (ii) induce or attempt to induce any independent contractor, supplier, manufacturer, customer, licensee or other business relation of the other Party to cease such relationship with the Party, or in any way interfere with the relationship between the other Party and any of its independent contractors, suppliers, manufacturers, customers, licensees or other business relations. For clarification, nothing herein shall be construed to prevent a Party from engaging with or hiring any individual who has responded to a general job advertisement or otherwise approached such Party on his or her own initiative.

9.3 Dispute Resolution and Arbitration – US Customers only. The Parties shall first seek informal resolution of disputes. The process shall be initiated with written notice of one party to the other, describing the dispute with reasonable particularity followed with a written response within ten (10) calendar days of receipt of notice. Each party shall promptly designate an executive with requisite authority to resolve the dispute. The informal procedure shall commence within 10 calendar days of the date of response. If the dispute is not resolved within 10 business days of the date of commencement of the procedure, either party may proceed to binding arbitration without recourse to the ordinary courts of law according to the American Arbitration Association, Commercial Arbitration Rules (the "Rules"). The seat of arbitration shall be Washington, DC. The number of arbitrators shall be three (3). The arbitrators shall be appointed in accordance with the Rules. The language to be used in the arbitration proceedings shall be English. If any arbitration is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein, in addition to any other relief to which it or they may be entitled.

- 9.4 Dispute Resolution and Arbitration.** The Parties shall first seek informal resolution of disputes. The process shall be initiated with written notice of one party to the other, describing the dispute with reasonable particularity followed with a written response within ten (10) calendar days of receipt of notice. Each party shall promptly designate an executive with requisite authority to resolve the dispute. The informal procedure shall commence within 10 calendar days of the date of response. If the dispute is not resolved within 10 business days of the date of commencement of the procedure, either party may proceed to binding arbitration without recourse to the ordinary courts of law 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, DC under Maryland law, 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 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 Maryland without regard to conflicts of laws principles. The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, QIAGEN shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.
- 9.5 Assignment.** Neither this Service Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior written consent of the other Party, provided, however, that either Party may assign this Service Agreement without such consent to any of its Affiliates or in connection with the transfer or sale of all or substantially all of its assets or business to which this Service Agreement relates or its merger or consolidation with another company. Any assignment or transfer not in accordance with the foregoing shall be void.
- 9.6 Force Majeure.** QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Service Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, changes in weather conditions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "**Force Majeure Event**"). In such Force Majeure Event QIAGEN shall (a) promptly notify Customer in writing and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than one calendar month, QIAGEN may terminate this Agreement without liability upon written notice to Customer.

9.7 Notices. Any notice, request, delivery, approval or consent required or permitted to be given under this Service Agreement shall be in writing and shall be personally delivered, sent by overnight mail by a nationally recognized courier (signature required), sent by registered letter, return receipt requested (or its equivalent) to the Party to which it is directed at its address set forth below or such other address as such Party will have last given by notice to the other Party in accordance with this Section 12.6. Any such notice, request, delivery, approval or consent shall be deemed effective immediately upon personal delivery, on the next business day if sent by overnight mail by a nationally recognized courier, or five (5) days after it was sent by registered letter, return receipt requested (or its equivalent), provided that no postal strike or other disruption is then in effect or comes into effect within two (2) days after such mailing.

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

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

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

9.8 Relationship of the Parties. The Parties agree that the relationship of Customer and QIAGEN established by this Service Agreement is that of independent contractors. Furthermore, the Parties agree that this Service Agreement does not, is not intended to, and shall not be construed to, establish an employment, agency or any other relationship. Except as may be specifically provided herein, neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.

9.9 Governing Law. This Service Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of Maryland for US Customer and Germany for all other Customers, without reference to conflicts of laws principles.

9.10 Waiver. Neither Party may waive or release any of its rights or interests in this Service Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Service Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

9.11 Construction. Unless the context expressly requires otherwise, (a) the word "or" shall be interpreted in the inclusive sense (i.e., "and/or"), (b) the word "include(ing)" shall mean "include(ing) without limitation" and (c) the singular shall include the plural and vice versa. Headings in this Service Agreement are used for convenience only and shall not be used in the construction of the meaning of this Service Agreement. The language used in this Service Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.

9.12 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, such provision shall be construed as closely as possible to the original provision and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the Parties as nearly as possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

9.13 Entire Agreement.

(a) This Service Agreement, including its Exhibits, sets forth all the covenants, promises,

agreements, warranties, representations, conditions and understandings between the Parties relative to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the Parties with respect thereto. Exhibit A and any signed SOWs are hereby incorporated into this Service Agreement. Any prior existing nondisclosure agreements between the Parties are hereby terminated but the confidentiality provisions therein remain intact.

- (b) Each of the Parties acknowledges that in agreeing to enter into this Service Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Service Agreement) made by or on behalf of the other Party before the signature of this Service Agreement. Except in the case of fraud, each of the Parties waives all rights and remedies which, but for this sub-section, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

- 9.14 Amendment and Waiver.** This Service Agreement including Exhibits may not be amended, nor any rights hereunder waived, except in a writing signed by the duly authorized representatives of each Party.
- 9.15 Compliance with Laws.** Notwithstanding anything to the contrary contained herein, all rights and obligations of Customer and QIAGEN are subject to prior compliance with, and each Party shall comply with, all import and export laws, regulations and orders applicable to such Party's activities under or in connection with this Service Agreement, along with such other laws, regulations and orders as may be applicable, including obtaining all necessary approvals required by the applicable agencies of such governments or jurisdictions.
- 9.16 Press Releases and Announcements.** QIAGEN shall issue a mutually acceptable press release within a commercially reasonable time following the Effective Date. In addition, QIAGEN may show Customer's logo on a QIAGEN web page listing current clients and may identify Customer as a client in presentations to sales prospects and potential investors.
- 9.17 Equitable Relief.** Each Party acknowledges and agrees that the other Party may be damaged irreparably in the event any of the provisions of this Service Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to seek an injunction or other equitable relief to prevent breaches of the provisions of this Service Agreement and to enforce specifically this Service Agreement and the terms and provisions hereof, in addition to any other remedy to which it may be entitled, at law or in equity.

Exhibit A

FORM OF STATEMENT OF WORK # _____

This Statement of Work # _____ (“**SOW**”) is entered into as of _____, 20__ (“**SOW Effective Date**”) by and between QIAGEN, LLC, a California limited liability company with a principal place of business at 19300 Germantown Road, Germantown, MD 20874, US (“**QIAGEN**”), and [**Customer Name**], a _____ corporation with its principal place of business at [**Customer Address**] (“**Customer**”) pursuant to that certain Master Service Agreement between the Parties, dated _____ (the “**Service Agreement**”). All capitalized terms used herein without definition will have the same meanings as specified therefor in the Service Agreement. QIAGEN and Customer agree as follows:

1. **Description of Services and Deliverables:** *[to be inserted]*

2. **Term:** *[to be inserted]*

3. **Fees:** *[to be inserted]*

4. **Entire Understanding:** This SOW, together with the Service Agreement, constitutes the entire understanding of the Parties regarding the Services and supersedes all prior agreements, whether oral or written, with respect thereto.

5. **Counterparts and Signatures:** This SOW may be executed and delivered by facsimile or electronically transmitted signature and in two or more counterparts, all of which together shall constitute one and the same instrument. The Parties agree that upon being signed by the Parties, this SOW shall become effective and binding and that such signed copies will constitute evidence of the existence of this SOW. The Parties agree that the execution of this Service Agreement by exchanging PDF signatures, and/or by industry standard electronic signature software, shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to this Service Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Service Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

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

QIAGEN, LLC

[Customer]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

[End of Exhibit A]