September 2022

General Terms and Conditions for Genomic Services

1. General

These terms and conditions (also referred to as this "Agreement") apply to all genomic services ("Services") performed by QIAGEN to its customers (each, a "Customer"), unless QIAGEN and Customer have agreed to a separate written contract signed by authorized representatives of both parties (a "Contract"). To the extent the parties have executed a Contract, and there are any conflicts between these terms and those in the Contract, then the Contract shall control. Any provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance or other document from Customer purporting to govern the purchase of products or services from QIAGEN which are inconsistent with or in addition to these terms and conditions shall have no force or effect and shall not constitute any part of the Agreement between the parties, unless in writing and signed by an authorized representative of QIAGEN.

The Services to be performed by QIAGEN shall be described in an agreed Sample Submission Form ("SSF"). Upon formal SSF approval by QIAGEN, Customer prints out and signs the SSF and adds the SSF to the sample shipment. Customer adds the individual project number provided by QIAGEN Genomic Services to shipment address.

Customer hereby acknowledges and agrees that QIAGEN carries out Services both in QIAGEN's own laboratories ("QIAGEN Genomic Services Sites") and in cooperation with QIAGEN partners ("QIAGEN Partners"). QIAGEN Genomic Services assigns the Services to the respective service laboratories based on data integrity, capacity and expertise to provide high quality service to the Customers. QIAGEN Genomic Services collaborates with contract research partners only that comply with QIAGEN's corporate quality and supply chain standards.

The QIAGEN Genomics Services are intended exclusively for research use only (RUO). These services are not for use in diagnostic procedures.

2. Prices and payment terms

2.1. QIAGEN shall be entitled to increase the prices at any time with thirty (30) calendar days´ notice.

2.2. Unless otherwise specified in writing by QIAGEN or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes. Customer shall pay all such fees, duties, and taxes in addition and in the manner and at the rate prescribed by the relevant authority or reimburse QIAGEN for all federal, state or local sales, use or other taxes, fees or duties arising out of their agreement or the transactions contemplated by their agreement, if any (other than taxes based on QIAGENs net income).

2.3. The full amount of each invoice for products and services hereunder shall be paid net 30 days (terms contingent upon credit worthiness of Customer) from the date of the invoice unless otherwise stated on the face of the invoice.

2.4. 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 owing by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

3. Sample and material delivery

3.1. Customer shall supply QIAGEN with any and all compounds, samples and materials specified in the SSF (hereinafter referred to as "Samples") in the quantities and quality and on time as specified in the relevant SSF.

3.2. Customer is responsible for the delivery of samples to QIAGEN in such a manner as to maintain sample integrity, and in accordance with any relevant shipping and handling regulations or instructions and related costs. Customer needs to get in contact with QIAGEN Genomic Services before shipping the samples to clarify anything related to customs (documents, permits). QIAGEN shall be entitled to carry out an inspection upon delivery of samples or materials in order to determine their condition prior to processing the samples. If the result of the inspection on delivery shows that sample processing is only possible under more serious circumstances than originally assumed e.g. because the sample or material was mixed with foreign substances or substances that have not been mentioned previously by Customer or if they have deteriorated - QIAGEN is entitled not to process the samples. If sample processing is only possible with increased effort (e.g. non-standard protocols or non-standard sample pre- treatments outside of QIAGEN workflows, test series to develop optimized, customized protocols, larger input material needed to reach yield/concentration than compatible with QIAGEN workflows, nucleic acid concentration steps needed, etc.), the Customer will have to pay for the related additional cost.

3.3. Customer will assure, to the best of their knowledge, that the sample is free of any substance, virus, bacteria etc. harmful to personnel. Any pathogen or living organism (e.g. bacteria) which is not considered to be inactivated needs to be announced before shipping and Customer must wait for approval before shipping. This is also true for any living non-human organism and/or non-human sample material sent from outside of the EU. If applicable, Customer will provide QIAGEN with relevant occupational safety information in the possession of Customer. Customer shall also announce all samples from endangered species prior to shipment and shall provide appropriate documentation and regulatory approvals for the

processing and shipment of endangered species samples to QIAGEN.

3.4. Customer shall bear the costs for shipping the samples to QIAGEN Genomic Services Sites. Shipment will be effected by Customer's preferred logistics company.

3.5. Customer will not provide any person-identifiable data to identify samples. Customer shall not transmit or disclose in any way to QIAGEN any personal health information as defined by HIPAA regulations. By ordering, Customer confirms to have acquired all the required ethical permissions and regulatory approval for the proposed work and QIAGEN will have no liability if these permissions and approvals have not been properly granted.

3.6. QIAGEN shall make no representations or warranties with respect to the Samples in connection with the performance of the Services. Customer agrees to indemnify QIAGEN from all actions and liabilities resulted from QIAGENs processing of any samples or the use of any data produced by QIAGEN's testing service.

3.7. QIAGEN acknowledges that the Samples and any and all amounts extracted or derived from the Samples or otherwise related hereto as well as any and all information, documents, data, and know-how of any kind, whether orally, in writing or in any other form, provided or disclosed by Customer or a third party on behalf of Customer to QIAGEN (hereinafter referred to as "Customer Information"), is and shall remain the exclusive property of Customer, and that nothing in this Agreement shall be construed as granting to QIAGEN, by implication or otherwise, any license or proprietary right with respect to such Customer Information.

3.8. QIAGEN agrees not to use Customer Information for any other purpose than the performance of the Services. QIAGEN agrees not to analyse, chemically modify, use, reverse engineer or determine the structure of any Sample unless necessary to carry out the Service and agreed upon explicitly in the applicable SSF.

3.9. Customer shall not use, or authorize the use of, the isolated nucleic acids in humans for any purpose under any circumstances.

4. Sample storage

Any remaining Samples shall either be returned to Customer upon request or discarded after three months from finalization of Services according to the SSF. Customer is responsible for the import of these Samples from QIAGEN Genomic Services Sites and bears any import related costs incurred.

5. Data, results, and support

5.1. Any and all data (the "Results") generated during or resulting directly from the Services performed by QIAGEN shall be the exclusive property of Customer. Results will be discarded after 90 days from finalization of Services according to the SSF. QIAGEN will keep all information confidential and will not exploit data for any use other than general statistic purposes, troubleshooting and service improvements.

5.2. Data delivery. Customer agrees that Results will be shared via QIAGEN's internal servers, cloud-based servers or via hard drive delivery.

5.3. 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 Hosted Offering or QIAGEN's computer systems in order to improve the Hosted 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. De-identified Data Use. QIAGEN may utilize data capture, syndication and analysis tools, and other similar tools, to create, extract, compile, keep, aggregate or synthesize data, usage patterns or information which has been de-identified consistent with applicable data privacy laws and associated data protection standards resulting from Customers' use of the Licensed Materials, which shall include but not be limited to, Customer Biological Data and Results ("De-identified Data"). QIAGEN may (i) use and analyze the De-identified Data internally to test, develop and improve QIAGEN's products and services, (ii) use usage patterns as part of QIAGEN's products and services, and (iii) use De-identified Data obtained through QIAGEN data analysis pipelines and knowledgebases for commercial use and other applications, including without limitation, health, research or patient care. QIAGEN will ensure that no personally identifiable information provided by Customer is disclosed through the QIAGEN products and services to any third party without Customer's consent.

5.8. Support. Consultation and support will be provided for 90 days following delivery of data (for data delivery only projects), or delivery of data analysis (for data analysis inclusive projects). For extended support beyond 90 days, additional costs will be at the Customer's expense.

6. Legal and IP rights related to assay designs

6.1. Custom designs include, but are not limited to probes and primers.

6.2. Any custom sequences are derivative works of QIAGEN's proprietary, design algorithms, including how to position LNA (Locked Nucleic Acid) bases in the designs for superior performance. Optimal performance of the final assay is dependent upon using QIAGEN reagents.

6.3. Full disclosure of such custom designs is not part of QIAGEN's Genomic Services offering and transfer of designs will be negotiated separately if needed by the customer.

6.4. Other than expressly stated licenses, QIAGEN makes no warranty that this assay, kit and/or its use(s) do not infringe the rights of third-parties.

7. Delivery dates, completion periods

7.1. QIAGEN shall endeavor to fulfil each individual contract in good time. The processing time is defined as number of working days from receipt of the samples and purchase order at QIAGEN Genomic Services Sites and the day on which deliverables (Samples and/or data) are delivered to the Customer. Closed days, public holidays, Saturdays and Sundays are not considered working days. QIAGEN is entitled to make partial deliveries. Delays due to force majeure, interruption of operations or other circumstances for which QIAGEN is not responsible shall release them from their obligation to perform for the duration of the disruption or the effects of the disruption. Claims for damages by Customer are excluded in this case. If QIAGEN's report or service is provided late, Customer shall be obliged to grant QIAGEN a reasonable grace period. Only after the expiry of the grace period of 3 weeks may Customer withdraw from the contract if QIAGEN has not yet provided any services/deliveries for reasons for which QIAGEN is not responsible.

8. Transfer of title and other rights

8.1. Any and all discoveries, inventions, ideas, know-how, developments,

formulas, techniques, data and any other results derived or generated by Customer from the Results shall be the exclusive property of Customer. However, nothing in this Agreement shall constitute a grant of license to Customer to commercially exploit QIAGENs technologies for any purpose whatsoever.

8.2. Customer acknowledges that QIAGEN possesses certain expertise, know-how, techniques, processes and other intellectual property rights, which have been independently developed by QIAGEN, and which relate to QIAGEN's business operations in general and not to Confidential Information (hereinafter the "QIAGEN Property"). QIAGEN Property is and remains the exclusive property of QIAGEN and QIAGEN shall not be restricted in using QIAGEN Property as long as it does not interfere with or includes Confidential Information.

8.3. QIAGEN shall not be entitled to publish any Results, unless otherwise agreed upon in the SSF.

9. Limited warranties

9.1. The parties agree that services, goods, etc. shall be deemed accepted if Customer does not give notice to the contrary within a period of one week from receipt. In any event, Customer shall be obliged to verify the accuracy of the results, interpretations, estimates and conclusions provided by QIAGEN with reasonable care and at its own risk if Customer wishes to rely on these results, interpretations, estimates and conclusions in any material context. If it turns out that the results are incorrect, Customer is obliged to contact QIAGEN immediately and inform QIAGEN of this.

9.2. If Customer contests the correctness of the result of an analysis or the quality of a product, Customer shall not be entitled to withhold payment unless the defectiveness of the analysis result or the deficient quality of the product and the resulting counterclaims of Customer are undisputed, acknowledged by QIAGEN or the subject of a final and absolute court decision.

9.3. Customer is responsible for the proper delivery of the primary samples. QIAGEN is not liable for the loss or damage of a sample during transport. Customer shall be exclusively and at all times liable for the safety, packaging and insurance of the Sample from the time of its dispatch until delivery to the offices or laboratories of QIAGEN.

9.4. Customer guarantees and undertakes to QIAGEN to ensure that all samples sent to QIAGEN for the purpose of carrying out the service are available in safe form. Customer further undertakes to indemnify QIAGEN and its personnel or other representatives against all losses, costs and other damages incurred by QIAGEN as a result of a Sample being dangerous, unless this fact is not attributable to Customer. If a sample is dangerous, the contracting authority shall notify the supplier thereof in writing before dispatch. Customer is also obliged to mark packaging, samples and/or containers accordingly.

10. Liability

10.1. During the normal course of performing the Service, some experiments may fail to produce usable data or test samples may accidentally be lost or damaged. QIAGEN assumes no liability for the loss of Customer samples provided that all usual and reasonable processes and safeguards have been observed. In case it is proven that loss or damage of samples has occurred due to QIAGEN's non-observance of aforementioned processes and safeguards, QIAGEN shall reimburse Customer the costs of such Samples up to a maximum amount of the amounts received by QIAGEN for the Services within the last twelve (12) months. Results will vary depending on the quality of Customer’s sample(s) and QIAGEN provides no warranty as to the quality of any data generated, and shall not be held liable for any damage or cost incurred from the use of such data.

10.2. QIAGEN shall not be liable to Customer for any indirect or consequential loss or damages, including, without limitation, loss of profits, unless such

liability is due to QIAGEN's negligence and/or wilful misconduct.

10.3. QIAGEN shall not be obliged to pay compensation for delays, errors, damages or other problems caused by events or circumstances which were unforeseeable for QIAGEN or which are beyond its control or which result from compliance with official orders, laws or regulations.

10.4. If QIAGEN is affected by substantial disadvantages (availability of materials to be used; change of the legal framework conditions) due to interruptions or delays in performance for which QIAGEN is not responsible, in particular scheduling difficulties, QIAGEN shall be entitled to withdraw from the contract in whole or in part with regard to the part not yet performed. In the event QIAGEN withdraws from this Agreement, QIAGEN will bill Customer for the services performed to date and refund to Customer the difference to any payments already made.
If the impediment lasts longer than 6 weeks, Customer shall be entitled to withdraw from the unfulfilled part of the contract after the unsuccessful expiry of a reasonable grace period. In this case, QIAGEN undertakes to inform Customer immediately about the interruption of the performance or delay and to replace the consideration already rendered by Customer immediately after Customer has withdrawn from the contract.

11. Carrying out new analyses

Complaints relating to test results may only be made in accordance with the rules set out in Section 9.1. In any case in which the inaccuracy of the initial results of the analyses is not established, Customer shall bear the cost of new tests or the verification of the above-mentioned tests.

12. Software License

The Software contained in the Equipment or Part(s) ("Software"), if any, shall be disclosed to Customer in confidence and shall be licensed to Customer for Customer's internal use only and for the life of the Equipment or Part(s). Customer agrees that the Software is the intellectual

and proprietary property of QIAGEN or its licensor and that the title to, ownership of, and the copyright of the Software shall remain with QIAGEN or its licensor. Customer agrees not to copy, reproduce, or modify the Software and shall not make the Software available to any other parties by means of sale, lease, rental, license or otherwise, without the prior written consent of QIAGEN. Customer further agrees not to alter or remove any copyright, trade secret, patent, proprietary and/or other legal notices contained in the Software.

13. Confidentiality

13.1. Any and all Results, Customer Information and any and all scientific, technical, trade and/or business information or materials (whether or not patentable) including, but not limited to, information concerning performance, sale and finance, sources of supply, Customer and/or supplier agreements, information concerning products, compounds, formulations, techniques, methods, methodology, procedures, tests, equipment, data, reports, know-how, pre-clinical and clinical studies, business plans, inventions, discoveries and patent applications (whether filed or not and whether completed or not), manuscripts, whether in written, graphical, electronic or oral form or in any other medium, disclosed to, communicated to, learned of or otherwise acquired by QIAGEN under this Agreement including any SSF, shall be considered as confidential (hereinafter collectively referred to as "Confidential Information") and shall be the sole property of Customer.

13.2. QIAGEN shall use Confidential Information only for the performance of the Service under this Agreement and shall not exploit, whether directly or indirectly, any Confidential Information for its own benefit or the benefit of any third party (person or entity) without the specific prior written consent of Customer. Any use of Confidential Information shall be in accordance with this Agreement and the applicable SSF.

13.3. QIAGEN shall maintain the Confidential Information in confidence and shall not disclose, directly or indirectly, Confidential Information to any third party

(person or entity), other than its duly authorized representatives, employees, consultants and approved sub-QIAGENs who have a need to know such Confidential Information in the course of the performance of their duties relating to the Service. QIAGEN shall advise all such persons who receive or are to receive Confidential Information that such information is confidential and may only be used for the Service, and shall require their compliance with the terms of this Agreement. QIAGEN shall maintain at least the same standard of custody of Confidential Information as QIAGEN keeps custody of the QIAGEN's own confidential information, but no less than a standard of care that is reasonable under the circumstances to maintain secrecy and control disclosure. QIAGEN shall immediately notify Customer if QIAGEN becomes aware of any suspected or actual unauthorized use, copying or disclosure of Confidential Information.

13.4. The confidentiality and non-use obligation shall not apply to Confidential Information that:

13.4.1. at the time of disclosure, is already in the public domain through no fault of QIAGEN;

13.4.2. after disclosure, becomes part of the public domain by disclosure through no violation of this Agreement;

13.4.3. QIAGEN is able to prove, has been lawfully in QIAGEN's possession prior to any disclosure under this Agreement;

13.4.4. is hereafter lawfully disclosed by a third party to QIAGEN, where such third party did not acquire such information under a still effective obligation of confidentiality to Customer;

13.4.5. is required to be disclosed by an order or action of a governmental agency, authority or court (provided that Customer shall be informed as soon as reasonably possible and provided that QIAGEN shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information).

13.5. If Confidential Information was disclosed to QIAGEN prior to the execution

(as defined below) of this Agreement or prior to entering into a SSF under the Agreement in anticipation of the parties entering into this Agreement or a SSF hereunder, such Confidential Information shall be treated as confidential and be subject to the terms and conditions of this Agreement.

13.6. The obligations of confidentiality and non-use set forth herein shall remain in effect for a period of ten (10) years from the last date on which Confidential Information was disclosed to QIAGEN.

13.7. Neither party may use the other's name, or the name of any employee or agent, in any advertising or sales promotional material without the prior written consent of the other party.

14. Indemnnification

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) willful misconduct or negligent acts or omissions of Customer or its employees; and (ii) violation by QIAGEN or its employees of any municipal, county, state or federal laws, rules or regulations applicable to the performance of Customer's obligations under this Agreement; except to the extent such losses are determined to have resulted from the gross negligence or intentional misconduct of a QIAGEN Indemnified Party.

15. General compliance

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, applicable federal, state and local laws, rules, regulations and guidelines relating to the manufacturing, quality control, packaging, labeling, handling, shipping, importation, exportation and storage of Products, HIPAA, Medicare and Medicaid billing and referral requirements and the Federal Food, Drug and Cosmetic Act. It is the intention of the parties that this Agreement be administered in accordance with the federal antikickback statute (Title

42, United States Code, Section 1320a-7b(b)). Accordingly, insofar as required by such statute or by the discount safe harbor regulations at 42 CFR § 1001.952(h), Customer shall fully and accurately report in applicable cost reports and provide information upon request to Medicare, Medicaid and other federal health care programs on all discounts and price reductions under this Agreement.

16. Non-discrimination

Neither Customer nor QIAGEN shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state, or local law or regulation.

17. Binding effect; Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by Customer without QIAGEN's prior written consent; except that Customer may assign this Agreement, without the prior consent of QIAGEN, to the successor to all or substantially all of the business of Customer as long as the successor or surviving entity in such transaction agrees to be bound, in writing, by the terms and provisions of this Agreement, and written notice of such assignment is provided to QIAGEN prior to consummation of the transaction. This Agreement shall be assignable by QIAGEN.

18. Severability

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

19. Survival

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

20. Independent Contractors

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

21. Governing law and arbitration; Class action waiver

21.1. Governing Law. This Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed in accordance with and governed by the laws of the State of Maryland without giving effect to the conflict of laws principles thereof. All claims under this Agreement which cannot be amicably settled shall be submitted to binding arbitration as set forth below.

21.2. Mandatory Binding Arbitration. Prior to arbitration, the parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one party to the other, describing the dispute with reasonable particularity. The other party shall respond within ten (10) calendar days. Each party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either party may proceed to arbitration as set forth below.

21.3. The parties agree that any claim or dispute between them, and any claim by either of party against any agent, employee, successor, or assign of the other, related to this Agreement, including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the American Arbitration
Association under its Commercial Arbitration Rules, except where those rules are intentionally varied by the parties herein or pursuant to mutual agreement. The parties expressly agree that the arbitration shall be

conducted in Washington, DC, in the English language, and under Maryland law. The prevailing party shall be entitled to a reimbursement of all of its reasonable attorney fees and arbitration costs by the other party. The arbitration award shall be final.

21.4. The parties enter into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement, and any proceedings thereunder, shall be governed by the Federal Arbitration Act ("FAA") 9 USC 1-16. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

21.5. Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. DISPUTES MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES.

TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

21.6. Waiver of Rights, Including Trial by Jury. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very

limited. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.

22. Force Majeure

QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, changes in weather conditions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event QIAGEN shall (a) promptly notify the 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 the Customer.

23. Final provisions

23.1. Audits and inspections. Representatives of the Customer shall be entitled at reasonable times and with reasonable frequency during the QIAGEN's regular business hours, and with reasonable advance notice (provided that no such advance notice shall be required for audits, which are required, by the applicable regulatory authority, to be conducted without prior notice), to visit the QIAGEN Genomic Services Sites in order to audit its facilities, equipment and procedures used for providing the Service for quality assurance purposes and to observe the progress of the Service. The auditing will take place no more than once per year and will last no longer than 1 working day Monday till Friday between 8:00 and 18:00. The provision of information, as well as audits or inspections referred to above are carried

out at the expense and risk of the Customer.

23.2. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed on behalf of each party.