

October 2024

# General Terms and Conditions for Service Agreements in the EMEA region

#### 1. **DEFINITIONS**

- a) "Appropriate Environment" means, but is not limited to, the storage or operation of the Equipment on a level surface, free of impacts and shocks, and in an ambient atmosphere the temperature, pressure, and particle content of which have at all times been within the tolerances of the Equipment as specified by QIAGEN.
- b) "Customer" means any person or entity placing an order with QIAGEN for Equipment, Service or Parts, as identified in the attached quotation.
- c) "Equipment" means the molecular biology robotic workstations and/or any other instrumentation as specifically designated in the attached quotation.
- d) "Loaner Instrument" means the instrument with specifications similar to the Equipment, made available to the Customer for the time necessary to provide the Service.
- e) "Service" means activities performed by QIAGEN, or by QIAGEN's authorized representative, including but not limited to, removal, maintenance, repair, overhaul, replacement, and inspection of Equipment.
- f) "Part(s)" means the component good(s) sold or otherwise delivered to Customer by QIAGEN as may be required for the Service.
- g) "QIAGEN" means the QIAGEN entity with its registered business address located in the EMEA region that is stated in the quotation or order confirmation.
- h) "Response time" means the time from QIAGEN's logging of Customer's request for service following its receipt of all relevant information from the Customer as further detailed in Section 6(h) below, to QIAGEN's dispatch of a Service Specialist or receipt of the Equipment in the regional repair center ("RRC"), as applicable. In the event that

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- QIAGEN determines in its sole discretion that a Service Specialist should be dispatched, QIAGEN will use commercially reasonable efforts to have the Service Specialist on site within the same period of time.
- i) "Service Agreement" means the specific type of agreement entered into by Customer and QIAGEN for Service and/or Parts as specified on the attached quotation and further detailed in Appendices A through D attached hereto, as applicable.
- i) "Standard Business Hours" means 8 a.m. to 5 p.m. Monday through Friday, excluding local national holidays.

#### 2. TERMS AND CONDITIONS

- a) The Service Agreement shall be comprised of and governed by the attached quotation, if any, and these Terms and Conditions including the relevant appendix thereto ("Terms"). All other terms or conditions of service, purchase, sales or otherwise shall be binding only with the specific written consent of QIAGEN. Any other terms, conditions or provisions whether proposed by Customer orally or in writing, shall be of no effect and the sale of Part(s) or performance of Service by QIAGEN shall not constitute acceptance of such other terms, conditions, or provisions. These Terms shall override and supersede any previous negotiations, agreement, or arrangement between QIAGEN and Customer in relation to the supply of the Service and/or Part(s).
- b) Information and advice given orally or contained in QIAGEN's publicity material, advertisements and in catalogues or in correspondence between QIAGEN and Customer outside of any period of Service coverage is given gratuitously and without liability on the part of QIAGEN and shall not form part of the Service Agreement.
- c) Except as specifically stated in the Service Agreement, QIAGEN makes no warranty or representation (whether express or implied by statute, law, custom or usage) as to the nature, quality or fitness of Part(s) or as to their conformity with any description or sample.

#### 3. ELIGIBILITY

- a) Equipment is automatically deemed eligible for inclusion under the Service Agreement, provided that it is located in the EMEA region and covered by a valid QIAGEN warranty or pre-existing QIAGEN Service Agreement immediately prior to the commencement date of the new coverage period, and previous Service has been exclusively performed by QIAGEN or QIAGEN's authorized representative.
- b) Equipment not falling within clause 3(a) shall be subject to inspection and possible repair by QIAGEN, before being deemed eligible for inclusion under a Service Agreement. QIAGEN shall notify Customer of its eligibility for coverage under a Service Agreement. Customer shall be charged QIAGEN's standard non-contract rates in effect at that time for all labor, Part(s) and expense incurred for this inspection and for any corrective maintenance required to restore the Equipment to a state of eligibility for inclusion under a Service Agreement. The foregoing includes any retrofit and associated work required to render the Equipment CE compliant, if it does not already carry a valid CE mark. The Service Agreement shall be purchased within thirty (30) days of the eligibility confirmation, and the commencement date of the Service Agreement shall be designated at the day following such confirmation. If the purchase of the Service Agreement is not accomplished within such thirty (30) days, another inspection and eligibility confirmation shall be performed by QIAGEN at QIAGEN's non-contract standard rates.
- c) Unless otherwise specifically agreed in writing by QIAGEN, the Service Agreement will not cover any Equipment: (i) which has been misused, or subjected to unusual physical or electrical stress; (ii) which is modified by Customer without the prior consent of QIAGEN; (iii) which has been serviced, or had service attempted, by anyone other than QIAGEN or QIAGEN's authorized service representatives; (iv) which has been purchased from a source other than QIAGEN or its authorized resellers or distributors; (v) which has been relocated outside of the EMEA region; (vi) which has not been installed by QIAGEN authorized representative (if so required by the Equipment specification); (vii) which resides in a location where QIAGEN has

insufficient resources to provide adequate Service; or (viii) which has been used for more than seven (7) years from declaration by QIAGEN as obsolete.

#### 4. COMMENCEMENT AND TERM

- d) Unless otherwise specified in writing by QIAGEN, any quotation for Service or Service Agreement submitted to Customer by QIAGEN is firm for, and will expire, sixty (60) calendar days after the date of its issuance. The Service Agreement will be effective (i) as of the date therein specified or (ii) as of the date QIAGEN commences the Service or supplies Part(s), whichever is the earlier ("Start Date").
- e) The Service Agreement shall be effective for the validity period specified in the attached quotation, if any, subject to earlier termination as provided for in clause 17. Otherwise, the Service Agreement shall be effective for the period of one (1) year from the Start Date subject to earlier termination as provided for in clause 17. QIAGEN reserves the right to renegotiate the terms of the Service Agreement, including applicable pricing, as part of any renewal.

#### 5. **SERVICE**

a) To keep the Equipment in good operating condition, QIAGEN agrees to provide Customer with the Service under the Service Agreement. The Service includes planned maintenance and/or corrective maintenance for the Equipment as described in the Service Agreement. It is at QIAGEN's option to utilize new or refurbished Part(s) to accomplish such maintenance. Any part replaced by QIAGEN during Service shall become the property of QIAGEN and Customer shall ensure that QIAGEN may take title to such part clear of any interest, claim, lien or encumbrance of any third party or shall in the alternative indemnify QIAGEN to the value of the replacement cost of such part.

- b) All Service shall be performed during normal working hours being 9.00 a.m. to 5.00 pm Monday to Friday (except statutory holidays in the country where the Service is performed), unless otherwise expressly agreed in writing by QIAGEN.
- c) For Services performed or Parts delivered not required by the Service Agreement, QIAGEN's standard rates will apply. QIAGEN may subcontract its duties hereunder to a third party without the consent of Customer.
- d) Unless expressly stated in the Service Agreement, coverage does not include (i) the supply of consumables and accessories (including, without limitation, lamps, glass parts, paper, filters, syringes, peristaltic pump tubing, air filters, diskettes, ink ribbons, lighting connections, columns, thermostatic plates, detectors, spacers and chemicals); (ii) any supplied computer(s), computing equipment and accessories outside of the manufacturer warranty; (iii) the recovery of data in the event of loss of damage to data carriers (including without limitation hard drives) and/or software; (iv) modification to or relocation of Equipment; or (v) application assistance for protocol/method development or Customer training; Any of the foregoing if not covered by the Service Agreement can be quoted for and performed separately by QIAGEN
- e) QIAGEN in its sole discretion may decide on the Equipment being repaired at the RRC and will use commercially reasonable efforts to provide the Customer with a Loaner Instrument either included as part of the Customer's Service Agreement or for a fee to ensure the continuity of Customer's operations.

#### 6. CUSTOMER'S RESPONSIBILITIES

a) Customer must maintain an Appropriate Environment for the Equipment and perform the necessary planned maintenance checks for the Equipment according to the procedures specified by QIAGEN to prevent Equipment failure, including without limitation the leakage of lubricating fluids, hydraulic fluids and oils. If the Service Agreement includes corrective repair service, Customer must promptly notify QIAGEN

- of Equipment failure and allow QIAGEN on request full and free access to the Equipment, subject to compliance with the applicable site policies.
- Customer must provide the consumable supplies which are required for the Service, b) unless otherwise noted in the Service Agreement. Upon request by QIAGEN, Customer agrees to provide reasonable facilities required for the Service, such as secure storage space, a designated work area with adequate heat and lighting, and a local telephone line.
- Customer must save a backup file of data, including, without limitation, parameter c) and performance data for the Equipment before the Service is provided by QIAGEN. In addition, Customer is responsible for removing any personal information from the Equipment prior to Service.
- Customer will confirm after the Service is provided by QIAGEN that the Equipment is d) in good operating condition and is functioning as intended. Such written confirmation may be accomplished via Customer's signature on the QIAGEN Field Service Report.
- Customer will maintain a safe working environment for QIAGEN's service personnel e) and provide them with any appropriate information on the measures to take in case of an emergency. Without limiting the foregoing, Customer shall ensure that the working environment for QIAGEN's service personnel complies with all applicable laws and guideline.
- Customer will designate a contact person who is suitably experienced with the Equipment.
- In connection with each Service request, the Customer must submit all information g) necessary to properly diagnose and troubleshoot the fault reported (including, without limitation logfiles, error codes, photos). QIAGEN reserves the right to withhold dispatching a Service specialist if the Customer fails to provide adequate information as requested by QIAGEN.
- Once the Equipment is repaired and shipped back to the Customer, the Loaner Instrument shall be returned to QIAGEN, at QIAGEN's cost, within five (5) working days. QIAGEN reserves the right to assess a late charge of 200 EUR for each day of delay beyond the fifth (5th) working day.

6

#### 7. DELIVERY AND PERFORMANCE

- a) Dates and time given for completion of Service or delivery of Part(s) are given as estimates only and shall not constitute a term or condition of the Service Agreement. Time shall not be of the essence. While QIAGEN will use commercially reasonable efforts to meet any time estimate, it reserves the right to amend any estimate.
- b) QIAGEN will deliver Part(s) in such instalments as it considers expedient. Failure by QIAGEN to deliver one or more instalments shall not entitle Customer to claim compensation or to terminate or suspend the Service Agreement or reject those or subsequent deliveries.
- c) For all spare parts covered free of charge under the applicable Service Agreement, shipping will be executed CPT location of intended recipient (Incoterms® 2020)P if location of intended recipient is within the European Union, and, in case of any cross-border transport from or to countries outside of the European Union, FCA (Incoterms® 2020) QIAGEN's logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location QIAGEN may direct; all alternatives if not otherwise mutually agreed. The title to and risk of loss of Part(s) will transfer to Customer upon installation of such Part(s) on Customer's Equipment as part of the Service. All other spare parts will be shipped FCA origin with title to and risk of loss of such parts passing to Customer upon delivery to the carrier.
- d) Customer must, until Service has been completed or, if applicable, payment in full for the applicable parts has been made (whichever occurs earlier), (i) store and handle Part(s) in a lawful and careful manner in accordance with all accompanying documentation and instructions from QIAGEN so as to keep them in good merchantable condition, (ii) and fully insure the Part(s) on QIAGEN's behalf. Customer grants QIAGEN and irrevocable license to enter Customer's premises to recover any Part(s) or other materials which are QIAGEN's property.

#### 8. PRICES

Prices for the Service Agreement shall be as listed on the quotation attached hereto. QIAGEN shall be entitled to increase the prices at any time with thirty (30) calendar days' notice. 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 QIAGEN's net income).

#### 9. PAYMENT

- a) The payment for the Service and Part(s) shall be made by Customer (a) in accordance with the payment conditions set forth in the Service Agreement; or failing any such conditions being specified therein and in the case of Services or Part(s) being supplied outside the scope of the Service Agreement: (b) thirty (30) days after the invoice date, unless otherwise required by applicable laws. For the avoidance of doubt, Customer shall not be entitled to any discount specified in the Service Agreement in the event of an invoice being issued under the foregoing case (b).
- b) Payments will be accepted as wire transfer only. In the event of late payments QIAGEN reserves the right to charge interest for late payment in commercial transactions applicable in the relevant jurisdiction and claim higher damage compensation subject to proof of greater damage suffered. All legal costs for payment collection are for the expense of the Customer. QIAGEN is entitled to suspend all orders placed by the Customer until full payment is obtained.
- c) Customer payment obligations shall not be affected by any circumstances, including without limitation, any set-off, counterclaim or any other right that Customer may have against QIAGEN.

- d) QIAGEN reserves the right to, and the Customer accepts that invoices may be issued and sent electronically in PDF format in accordance with applicable regulations.
- e) If QIAGEN deems in its sole discretion that by reason of the financial condition of Customer or otherwise, the continuance or production or shipment on the terms specified is not justified, QIAGEN may require full or partial payment in advance.

#### 10. WARRANTY

- a) QIAGEN warrants that Part(s) will be free from defects and conform to QIAGEN's specifications, if any, under normal use and service for a period of three (3) months from the date of Service completion. This warranty shall not cover consumable goods in normal use or those of limited life, and QIAGEN only warrants that, at the time of shipment, such goods meet applicable specifications furnished or approved by QIAGEN. Statutory warranty is hereby excluded.
- QIAGEN warrants that any Service or other work performed by it will be carried out by specially trained and equipped QIAGEN personnel or authorized service representatives.
- c) QIAGEN warrants that the work performed under the terms of the Service Agreement will be free from defects in workmanship. This warranty will last for a period of thirty (30) calendar days from the completion of authorized repairs. During the warranty period, QIAGEN will, at its sole cost and expense, correct any defects in workmanship related to repairs performed under the Service Agreement. This warranty covers labor only and is not extended to Part(s).
- d) The foregoing warranties are exclusive and in lieu of all other warranties, whether expressed or implied, written or oral, statutory or otherwise, including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose.
- e) No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of Parts and Equipment by the Customer.

#### 11 HEALTH AND SAFETY

- a) Customer shall ensure that its employees, subcontractors and agents working in the immediate and adjacent areas where the Equipment is located are adequately trained in and comply with all relevant and applicable health and safety regulations. Customer will further ensure that an appropriately trained employee of Customer or third party authorized by Customer remains within visual range of QIAGEN's personnel during the performance of Service on the Equipment.
- b) Without limiting the generality of the foregoing, Customer shall ensure that the Equipment is disinfected and decontaminated prior to the performance of Service thereon by QIAGEN's personnel or authorized representatives. QIAGEN has no obligation to provide Service in environments that it deems unsafe for its personnel or representatives in its sole discretion, nor any liability to Customer for its refusal to provide Service in such situations; and the Customer will, as directed by QIAGEN, either move the Equipment from the laboratory to another suitable location for Service or inactivate the laboratory prior to Service.

#### 12. LIMITATION OF LIABILITY

QIAGEN shall only be liable in accordance with the applicable statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of QIAGEN's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the applicable product liability laws or any regulations, orders or directions made pursuant to such product liability legislation, for initial impossibility insofar as QIAGEN had known or should have known of the initial impossibility at the time of the conclusion of the Contract, and for stipulated attributes of the Products sold, insofar as QIAGEN assumed a guarantee for their attributes. QIAGEN shall only be liable for direct damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from grossly negligent violations of QIAGEN's

essential contractual obligations or fundamental obligations. Otherwise, any liability shall be excluded, to the extent permitted by law.

#### 13. SOFTWARE LICENCE

The Software contained in the Equipment or Part(s) ("Software"), if any, is disclosed to Customer in confidence and 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 remains 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.

#### 14. CONFIDENTIALITY

Customer agrees to hold in confidence any and all information of a confidential nature regarding QIAGEN's business or affairs, including, without limitation, data provided by QIAGEN regarding the design, structure, manufacturing methods of the Equipment and Part(s), and not to disclose the same to any person, firm or corporation. The foregoing confidential obligation of Customer shall not be applicable, if Customer can demonstrate by an appropriate document that: (i) information is already generally available to the public; (ii) information hereafter becomes generally available to the public, through no fault of Customer; (iii) information was already known to Customer prior to the disclosure thereof by QIAGEN; or (iv) information lawfully becomes known to Customer through a third party.

#### 15. DATA PRIVACY

- a) Unless agreed otherwise in writing or understood by nature of the Equipment, neither Customer nor QIAGEN shall disclose Personal Data (as defined by applicable laws). Notwithstanding the foregoing the Service Agreement may contain information such as name, contact information or signatures that may be identified as Personal Data. Should the information include Personal Data, the Customer and QIAGEN will comply with all applicable data protection laws in relation to the processing of the personal data disclosed under the Service Agreement and execute the relevant agreements, if so required. Personal Data will not (i) be processed for purposes other than as necessary to perform the Service Agreement and (ii) disclosed to any third party, unless otherwise permitted hereunder or applicable law.
- Notwithstanding the foregoing, the parties acknowledge that in certain circumstances, for business and safety reasons, Customer may wish to collect personal or biometric data (as defined by applicable privacy legislation, and which may include but shall not be limited to fingerprints, DNA or RNA samples, photographs, or signatures) from QIAGEN employees who will perform services on Customer's premises or enter Customer's facilities for other business reasons. Customer will bear all costs associated with the collection of such data, and Customer agrees to comply with all applicable data privacy and security laws and regulations in collecting, storing, handling, and using such personal and/or biometric data, and will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of Customer's breach of such applicable data privacy and security laws or regulations, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of any purchase or service agreement between the parties, whether by expiration of time, by operation of law, or otherwise.

#### 16. 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, delays in delivery, explosions, 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 the Service Agreement without liability upon written notice to the Customer.

#### 17. TERMINATION

a) Either party may terminate the Service Agreement: (1) if the other party defaults in its obligation thereunder, provided that such default is not cured within thirty (30) days upon written notice to the defaulting party; (2) any of the following events occurs: (i) distress or execution is levied against any of the other's assets and is not paid or discharged within seven days; or a judgment against the other remains unsatisfied for more than seven (7) days; or a receiver is appointed with respect to any of the other's assets; (ii) a petition is presented for the winding up of, or for an administration order to be made in relation to the other; or a resolution is passed for the other's winding up (other than a members' voluntary winding up for the purposes of a bone fide amalgamation or reconstruction); (iii) the other suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts or ceases or threatens to

cease to carry on its business or any material part as a going concern; or as a result of any change in the powers, business or circumstances of the other it is unlikely to be in a position to fulfil the Service Agreement or any transaction pursuant thereto; or (iv) any event in a foreign jurisdiction analogous to, or comparable with, (i) to (iii) above; or (3) at any time either party has reasonable grounds to believe that any of the events mentioned in (2) above is likely to happen to the other within a period of three (3) months thereafter.

- b) Except as permitted above, Customer is not entitled to terminate the Service Agreement without the prior written consent of QIAGEN.
- c) If Customer seeks early termination for any reason other than those permitted by clause 17(a), Customer shall not be entitled to a refund or credit of any kind. QIAGEN may agree to such early termination in its sole discretion, in which case an administrative fee in the amount of 15% of the total value of the Service Agreement may be collected from the Customer. Customer agrees that the amount of this fee reflects a reasonable estimation of QIAGEN's costs and losses associated with such early termination.
- d) A termination hereunder shall not affect any rights or obligations of either party which have accrued prior to termination. The provisions of the Terms that may reasonably be interpreted or construed as surviving the expiration or termination of the Contract (including, without limitation, confidentiality and governing law) shall survive for the applicable statute of limitations.

#### 18. GOVERNING LAW

These Terms and Service Agreement is governed by the laws applicable to and exclusively subject to jurisdiction of the courts in place of business of QIAGEN entity which is a party to the Service Agreement. Nothing in this paragraph will limit the right of QIAGEN to take proceedings against the Customer in any other court of competent jurisdiction.

#### 19. MISCELLANEOUS

- a) The Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; and shall be assignable by QIAGEN. The Customer shall not assign any of its rights under the Service Agreement without the prior written consent of QIAGEN.
- b) No delay or omission by QIAGEN in exercising any right, power or remedy shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy shall not preclude any further exercise thereof or the exercise of any other right, power or remedy.
- c) The rights, powers and remedies of QIAGEN are cumulative and not exclusive of any rights, powers and remedies provided by law.
- d) Modification: These Terms shall not be modified or amended except in a written agreement signed by an authorized representative of each party.
- e) Should any provision of these Terms be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. The parties undertake to replace any such invalid, ineffective or unenforceable provision by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply mutatis mutandis to any gap in these Terms.
- f) In the event of any discrepancies or inconsistencies between the provisions of these Terms and the Appendices, the terms and conditions set forth in the Appendices shall take precedence and govern.
- g) The parties hereto are independent contractors and nothing in the Terms 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.

# Appendix A

### Preventive Subscription

- Technical support
  - O Phone support Standard Business Hours
  - O Online Support 24 hours per day, 7 days per week
- One (1) onsite planned maintenance (PM) service per contract year
- Parts/consumables required for PM service as defined in the service manual
- 10% discount on labor, travel, and spare part costs for any repair service, as applicable depending upon location of repair as determined by QIAGEN
- Software updates carried out during service bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Provision for loaner instruments not included
- Coverage for computers/laptops/notebooks not included

## Appendix B

### **Basic Agreement**

#### A Basic Agreement includes the following benefits:

- Technical support
  - O Phone support Standard Business Hours
  - O Online Support 24 hours per day, 7 days per week
- One (1) Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair services per contract year at either Customer's location or QIAGEN's RRC, as determined by QIAGEN
- Labor, travel, and transportation costs as applicable for repair services related to failure under normal use during Standard Business Hours
- Full coverage of spare parts
- Response time\*
  - O Five (5)-business-day onsite response time from case creation
  - O Up to ten (10)-business-day turnaround-time for instruments repaired in RRC
- Software updates carried out during service bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Provision for logner instruments not included
- Coverage for computers/laptops/notebooks not included

<sup>\*</sup>Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the fault reported are provided to QIAGEN. Cut-off time to report issue: 1:30 pm CLT (Customer Local Time)

## Appendix C

### Full Agreement

### A Full Agreement includes the following benefits:

- Technical support
  - O Phone support Standard Business Hours
  - Online Support 24 hours per day, 7 days per week
- One (1) Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair services per contract year at either Customer's location or QIAGEN's RRC, as determined by QIAGEN
- Labor, travel, and transportation costs as applicable for repair services related to failure under normal use during Standard Business Hours
- Full coverage of spare parts
- Response time\*
- Two (2)-business-day onsite response time from case creation
- Up to ten (10)-business-day turnaround-time for instruments repaired in RRC
- Software updates carried out during service bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Loaner instrument when applicable<sup>†</sup>
- Remote LIS Integration support\*\*
- Remote monitoring support to assess functional or technical instrument issues\*\*
- Coverage for computers/laptops/notebooks not included

<sup>\*</sup>Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the fault reported are provided to QIAGEN. Cut-off time to report issue: 1:30 pm CLT (Customer Local Time).

<sup>†</sup>Loaner equipment only available for select instruments. Subject to availability. Not available in all countries.

<sup>\*\*</sup>For select instruments only. May require purchase of added services.

## Appendix D

### Premium Agreement

A Premium Agreement includes the following benefits:

- Technical support
  - O Phone support 24 hours per day, 7 days per week
  - O Online Support 24 hours per day, 7 days per week
  - O Special hotline number (service in English)
- One (1) Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair services per contract year at either Customer's location or QIAGEN's RRC, as determined by QIAGEN
- Labor, travel, and shipping costs as applicable covered for repair services related to failure under normal use during Standard Business Hours
- Full coverage of spare parts
- Response time\*
  - O Next business-day onsite response time from case creation
  - O Up to seven (7)- business-days turnaround-time for instruments repaired in RRC
- Software updates carried out during service bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Loaner instrument when applicable<sup>†</sup>
- Remote LIS Integration support\*\*
- Remote support to assess functional or technical instrument issues\*\*
- Coverage for computers/laptops/notebooks not included

†Loaner equipment only available for select instruments. Subject to availability. Not available in all countries.

<sup>\*</sup>Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the fault reported are provided to QIAGEN. Cut-off time to report issue: 1:30 pm CLT (Customer Local Time)

<sup>\*\*</sup> For select instruments only. May require purchase of added services.