September 2024

Customer Assay Design Agreement

1. GENERAL

This Custom Assay Design Agreement (“Agreement”) applies to all custom assay design services (“Assay Services”) performed by QIAGEN® Genomic Service ("QIAGEN") for its customers (each, a “Customer”), unless QIAGEN and Customer have agreed to a separate written contract for the same purpose and scope signed by authorized representatives of both parties (“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 Custom Assay Designs ("Assay") from QIAGEN which are inconsistent with or in addition to the Agreement shall have no force or effect and shall not constitute any part of the Agreement between the parties.

The Assay Services to be performed by QIAGEN shall be described in an agreed Service Submission Form (“SSF”). The SSF shall include any and all Quote(s) related to said SSF. Upon formal SSF approval by QIAGEN, Customer prints, signs and provides the SSF to QIAGEN to initiate the Assay Services. In case Samples are provided by Customer to QIAGEN, Customer adds the SSF to the Sample shipment.

Customer hereby acknowledges and agrees that QIAGEN performs Assay Services both in QIAGEN's own laboratories (“QIAGEN Genomic Services Sites”) and in cooperation with QIAGEN partners (“QIAGEN Partners”). QIAGEN assigns the Assay Services to the respective service laboratories based on data integrity, capacity, and expertise to provide high quality

Assay Services to Customers. QIAGEN collaborates only with contract research partners that comply with QIAGEN's corporate quality and supply chain standards.

The Assay Services are intended for molecular biology applications.

Assay Services are not intended for the diagnosis, prevention, or treatment of a disease.

2. DEFINITIONS

2.1. Licensed Materials shall mean any and all software, databases, algorithms, materials, processes, and applications owned or licensed by QIAGEN that are used in the Assay Services. Nothing in this Agreement shall be construed as granting to Customer, by implication, estoppel or otherwise, any license or other proprietary right with respect to any Licensed Material or to any intellectual property owned or controlled by or licensed to QIAGEN. For the avoidance of doubt, Licensed Materials does not encompass Results.

2.2. Results shall mean any information, designs, technical drawings, algorithms, elaborated design data, experimental data, technical or industrial data, tools, processes, methodology, access to Assay in form of a GeneGlobe® ID and/or Assay created by QIAGEN in the course of the Assay Services and provided to Customer under the present Agreement. For the avoidance of doubt, Results do not include the full sequence info of the Assay and/or the Custom Oligonucleotides and/or parts thereof.

2.3. Customer Biological Data shall mean any and all data, documents, know-how, analyses, and information, whether in writing, orally or in any other form, provided or disclosed by customer or a third party on behalf of Customer to QIAGEN in relation to the Assay Services performed under the present Agreement.

2.4. "Samples" shall mean any and all physical material provided by Customer under the present Agreement.

2.5. Assay or Custom Assay Design(s) shall mean the configured combination of Custom Oligonucleotides for the analysis and/or detection of a target sequence developed, designed, optimized and/or reduced to practice by QIAGEN in accordance with the SSF. Nothing in this Agreement shall be construed as granting to Customer, by implication, estoppel or otherwise, any license or other proprietary right with respect to any Assay or to any intellectual property contained therein or associated therewith with the exception of the rights explicitly granted under Clause 6 of the present Agreement.

2.6. Assay Services shall mean any and all design or other work including Processes and Licensed Material on Samples and/or Customer Biological Data performed by QIAGEN as agreed upon by Customer and QIAGEN in the SSF to create and develop the Assay.

2.7. Process(es) shall mean any operation/workflow which is performed utilizing Samples and/or Customer Biological Data to complete the Assay Services defined in the SSF, whether or not by automatic (including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, transmitting, retrieving, consulting, using, aligning, combining, extrapolating, analyzing, interpreting information) or any other means.

2.8. Support shall mean any and all assistance, consultation and guidance provided by QIAGEN to Customer with regard to the Assay.

2.9. Custom Oligonucleotides shall mean oligonucleotides included in the Assay and provided to Customer. Custom Oligonucleotides include but are not limited to primers and probes, with or without modifications like LNAs, MGBs, or the like. Nothing in this Agreement shall be construed as granting to Customer, by implication, estoppel or otherwise, any license or other proprietary right with respect to any Custom Oligonucleotides or to any intellectual property contained therein or associated therewith with the exception of the rights explicitly granted under Clause 6 of the present Agreement.

3. PRICES AND PAYMENT TERMS

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

3.2. 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).

3.3. The full amount of each invoice for 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.

3.4. 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.

4. SAMPLE AND MATERIAL DELIVERY

4.1. Customer shall supply QIAGEN with Samples in the quantities and quality and on time as specified in the SSF.

4.2. Customer is responsible for the delivery of Samples to QIAGEN in such a manner as to maintain integrity, and in accordance with any relevant shipping and handling regulations or instructions and related costs. Customer is required to get in contact

with QIAGEN before shipping the Samples to clarify potential customs issues (documents, permits). QIAGEN shall be entitled to carry out an inspection upon delivery of Samples 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.

4.3. Customer will assure, to the best of their knowledge, that the Samples are 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 documents and regulatory approvals for the processing and shipment of endangered species Samples to QIAGEN.

4.4. Customer shall bear the costs for shipping the Samples to QIAGEN Sites. Shipment will be effected by Customer's preferred logistics company.

4.5. 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 applicable 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.

4.6. QIAGEN shall make no representations or warranties with respect to the Samples in connection with the performance of the Assay Services. Customer agrees to indemnify QIAGEN from all actions and liabilities resulting from QIAGEN's processing of any Samples, Customer Biological Data, or the use of any Results produced by QIAGEN in the course of the Assay Services.

4.7. QIAGEN acknowledges that Customer Biological Data and Samples are and shall remain the exclusive property of Customer, and that nothing in this Agreement shall be construed as granting to QIAGEN, by implication, estoppel or otherwise, any license or proprietary right with respect to such Customer Biological Data or Samples, unless necessary to carry out the Assay Services.

4.8. QIAGEN agrees not to use Customer Biological Data for any other purpose than the performance of the Assay Services. QIAGEN agrees not to analyze, chemically modify, use, reverse engineer, or determine the structure of any Samples unless necessary to carry out the Assay Services.

5. 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.

6. DATA, RESULTS, AND SUPPORT

6.1. Results will be discarded after 90 days from finalization of Assay Services according to the SSF.

6.2. 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 provided 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. 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.

6.3. 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, any discoveries that Customer makes while using the Results are not considered to be QIAGEN intellectual property.

6.4. Adverse Actions. Customer hereby acknowledges QIAGEN's ownership and rights in the Licensed Materials. To the extent legally enforceable in the jurisdiction relevant to the Licensed Materials in issue, Customer and its affiliates shall not participate as an adverse party in, or otherwise provide material support to, any legal action, litigation, arbitration, mediation, opposition, re- examination, revocation, nullity proceeding or other legal or administrative proceeding anywhere in the world that (i) challenges the enforceability, scope, validity, or essentiality or seeks to determine the value or construction of any patent of the Licensed Materials or part thereof, or (ii) alleges unfair competition or patent misuse involving the Licensed Materials. In the event Customer or any of its affiliates actively participates as an adverse party in, or otherwise provides material support to, any such action, unless all claims of all Licensed Materials involved in the action have been declared invalid, Customer shall pay all of QIAGEN's costs associated with the action, including without limitation travel and attorney's fees.

6.5. 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 Services and, (ii) use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute Services incorporating or utilizing such Feedback.

6.6. 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 contained in Customer Biological Data ("De-identified Data"). QIAGEN may (i) use and analyze the De-identified Data internally to test, develop and improve QIAGEN's Assay Services, (ii) use usage patterns as part of QIAGEN's Assay 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 in the course of the Assay Services to any third-party without Customer's consent.

6.7. Support. Support will be provided for 90 days following delivery of Results. For extended Support beyond 90 days, additional costs incur and will be quoted separately.

7. LEGAL, WARRANTIES, AND COMMERCIAL RIGHTS

7.1. Customer acknowledges that optimal performance of the Assay requires the use of and combination with recommended QIAGEN reagents. QIAGEN gives no representation or warranty regarding fitness, performance, or the like of the Assay.

7.2. The Results are intended for Customer's internal use only and Assay will be provided in the amount as agreed upon in the SSF. Nothing in this Agreement shall be construed as granting to Customer, by implication, estoppel or otherwise, any rights for reselling, offering for sale, making, having made, offering service, or the like ("Commercial Rights") to, with and for any Results or to any intellectual property contained therein or associated therewith. Commercial Rights can be requested and will be negotiated in good faith between Customer and QIAGEN in a separate agreement ("Commercial Rights Agreement"). For the avoidance of doubt, QIAGEN makes no representation or warranty that Commercial Rights are available to Customer under a Commercial Rights Agreement for any of the Results.

7.3. Only Results will be provided to Customer under the present Agreement. Results do not encompass the full sequence info of the Assay and/or the Custom Oligonucleotides. A disclosure of the full sequence info of the Assay and/or the Custom Oligonucleotides can be requested and will be negotiated in good faith between Customer and QIAGEN in a separate Commercial Rights Agreement. For the avoidance of doubt, QIAGEN makes no representation or warranty that sequence info are available to Customer under a Commercial Rights Agreement for any of the Assay and/or Custom Oligonucleotides.

7.4. Any examination, analysis and/or reproduction of the Assay and/or Custom Oligonucleotides or parts thereof ("Reverse Engineering") for any purpose is expressly forbidden and will be regarded as a material breach of the present Agreement.

7.5. QIAGEN gives no representation or warranty that the Results and/or any use(s) thereof do not infringe the intellectual property or any other rights of third parties.

8. DELIVERY DATES, COMPLETION PERIODS

QIAGEN shall endeavor to fulfil Assay Services as agreed upon in the SSF in good time. The processing time is defined as number of working days from receipt of Customer Biological Data and/or Samples and SSF at QIAGEN to the day on which Results are provided 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 Results are 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 resign from the SSF if QIAGEN has not yet provided any Results for reasons for which QIAGEN is not responsible. In such case all further clauses of the Agreement will remain in force.

9. TRANSFER OF TITLE AND OTHER RIGHTS

9.1. Any and all discoveries, inventions, ideas, know-how, developments, formulas, techniques, data, and any other information 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 any of QIAGEN's technologies, intellectual property, or other rights for any purpose whatsoever.

9.2. Customer acknowledges that QIAGEN possesses certain expertise, know-how, techniques, processes, intellectual property, and other rights, which have been independently developed by QIAGEN, and which relate to QIAGEN's business operations in general (hereinafter the "QIAGEN Property"). QIAGEN Property is and remains the exclusive property of QIAGEN and QIAGEN shall not be restricted in using QIAGEN Property. Nothing in this Agreement shall be construed as granting to Customer, by implication, estoppel or otherwise, any license or other access to QIAGEN Property.

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

10. LIMITED WARRANTIES

10.1. The parties agree that Assay Services shall be deemed accepted if Customer does not give notice to the contrary within a period of one week from receipt of Results. In case Results are not accepted by Customer, Customer will contact QIAGEN immediately and provide a statement of grounds for not accepting the Results. In case Results are accepted, Customer is solely responsible for any legal or other consequences resulting from relying on or use of Results.

10.2. If Customer contests the correctness of the Results according to Clause 10.1 of the present Agreement, Customer shall not be entitled to withhold payment unless the defectiveness of the Results is (i) acknowledged by QIAGEN or (ii) subject to a final court decision.

10.3. Customer is responsible for the proper delivery of the Samples. QIAGEN is not liable for the loss or damage of any Samples during transport. Customer shall be exclusively and at all times liable for the safety, packaging, and insurance of the Samples from the time of its dispatch until delivery to QIAGEN.

10.4. Customer guarantees and undertakes to QIAGEN to ensure that all Samples sent to QIAGEN for the purpose of carrying out the Services 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 Samples being dangerous, unless this fact is not attributable to Customer. If Samples are 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.

11. LIABILITY

11.1. During the normal course of performing the Assay Services, some experiments may fail to produce usable Results or Samples may accidentally be lost or damaged.

QIAGEN assumes no liability for the loss of 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 Assay Services within the last twelve (12) months. Results will vary depending on the quality of Samples and QIAGEN provides no warranty as to the quality of any Results generated, and shall not be held liable for any damage or cost incurred from the use of such Results.

11.2. 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 willful misconduct. Save in respect of personal injury or death, QIAGEN's total liability for loss or damage arising out of or in relation to this Agreement shall in no event exceed the amount paid by Customer to QIAGEN with regard to this Agreement.

11.3. 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.

11.4. 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 resign from the SSF in whole or in part with regard to the part not yet performed. In the event QIAGEN resigns from the SSF, QIAGEN will invoice Customer for the Assay 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 resign from the unfulfilled part of the SSF after the unsuccessful expiry of a reasonable grace period. Where Customer resigns from the unfulfilled part of the SSF in accordance with the above, QIAGEN will invoice Customer for the Assay Services

performed to date and, where applicable, refund to Customer the difference to any payments already made.

12. UNACCEPTED RESULTS

Complaints relating to Results may only be made in accordance with the rules set out in Clause 10.1. In any case in which the inaccuracy of the Results is not amicably acknowledged by QIAGEN and Customer, Customer shall bear the cost for (i) repeating the Project or (ii) the necessary verification of the Results.

13. CONFIDENTIALITY

13.1. Any and all Customer Biological Data and Samples, disclosed to or provided to QIAGEN under this Agreement including the SSF, shall be considered as confidential (hereinafter collectively referred to as "Confidential Information").

13.2. QIAGEN shall use Confidential Information only for the performance of the Assay Services under the present 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 the present Agreement and the 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 Assay Services. 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 Assay Services 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 of Clause 13 of the present Agreement shall not apply to Confidential Information that:

a) at the time of disclosure, is already in the public domain through no fault of QIAGEN;
b) after disclosure, becomes part of the public domain by disclosure through no violation of this Agreement;
c) QIAGEN is able to prove, has been lawfully in QIAGEN's possession prior to any disclosure under this Agreement;
d) 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;
e) 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 by Customer to QIAGEN prior to the execution of this Agreement (as defined below) or prior to entering into an SSF under the present Agreement in anticipation of the parties entering into this Agreement or an SSF thereunder, 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 seven (7) years from the last date on which Confidential Information was disclosed to QIAGEN.

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

14. INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless (collectively "Indemnify") QIAGEN, its affiliates and its and their respective directors, officers, employees, stockholders, and agents (each, a "QIAGEN Indemnitee") from and against any and all losses, damages, liabilities, judgments, fines, amounts paid in settlement, expenses, and costs of defense (including without limitation reasonable attorneys' fees and witness fees) ("Losses") resulting or arising from any claim, action, proceedings investigation or litigation brought or initiated by a third party ("Third Party Claim") to the extent that such Third Party Claim arises out of (a) the use, marketing, sale or distribution of the Results by Customer, (b) a violation of any law, convention or other regulation in any jurisdiction, including without limitation any intellectual property law or convention, by QIAGEN in the course of the performance of any and all Services under the present Agreement unless the violation is based on the Licensed Materials, or (c) the breach of this Agreement by Customer, except that Customer shall not Indemnify QIAGEN to the extent that any such Losses arise from the gross negligence or willful misconduct of any QIAGEN Indemnitee.

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 Samples.

16. TRADE COMPLIANCE

Customer shall comply with all applicable customs and export control regulations including

but not limited to those issued by the United Nations, the US Government, and the European Union. In particular, without limitation, Customer shall refrain from any transactions in relation to QIAGEN's Services which would violate any applicable sanctions, embargoes or foreign trade restrictions including but not limited to those issued by the United Nations, the US Government and the European Union (referred to as "Sanctions"). Customer declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Customer shall promptly notify QIAGEN in writing if the Customer or any of the aforementioned persons become subject to Sanctions. Furthermore, the Customer commits to providing QIAGEN with all necessary documents and information required for Sanctions control checks performed by QIAGEN and/or any relevant authority. In the event of any violation of applicable Sanctions by the Customer, the Customer shall fully indemnify and hold harmless QIAGEN from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from such violations.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. GOVERNING LAW

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

22.6. 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.

22.7. 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.

23. 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.

24. NO AMENDMENT OR MODIFICATION

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.