

**QIAGEN RWC Variant Analysis™ Cloud Offering
User Agreement**

IMPORTANT: PLEASE READ THIS USER AGREEMENT CAREFULLY. ACCESSING OR USING QIAGEN RWC VARIANT ANALYSIS™ CLOUD OFFERING OR ANY COMPONENT OF LICENSED MATERIALS (DEFINED BELOW) CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS USER AGREEMENT GOVERN YOUR RIGHTS TO THE CLOUD OFFERING, LICENSED MATERIALS AND SERVICES TO BE SUPPLIED BY QIAGEN RWC HEREUNDER.

IF YOU ARE AN EMPLOYEE OF OR CONSULTANT OR CONTRACTOR TO AN ENTITY, NON-PROFIT ORGANIZATION, ACADEMIC INSTITUTION OR GOVERNMENT AGENCY, YOUR AGREEMENT TO THESE TERMS WILL BE DEEMED TO BE THE AGREEMENT OF THAT ENTITY AND YOU (EACH A “CUSTOMER”), AND YOU AND THE ENTITY, NON-PROFIT ORGANIZATION, ACADEMIC INSTITUTION OR GOVERNMENT AGENCY THAT YOU REPRESENT WARRANT THAT YOU HAVE AUTHORITY OR HAVE BEEN PROVIDED THE AUTHORITY TO BIND THE CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL AND YOU DO NOT REPRESENT ANY ENTITY, NON-PROFIT ORGANIZATION, ACADEMIC INSTITUTION OR GOVERNMENT AGENCY AND DO NOT USE THE LICENSED MATERIALS ON BEHALF OF ANY SUCH ENTITY, THEN YOU ALONE SHALL BE DEFINED AS THE ‘CUSTOMER’.

QIAGEN REDWOOD CITY, INC. (“QIAGEN RWC”) IS WILLING TO GRANT CUSTOMER ACCESS RIGHTS TO THE CLOUD OFFERING (DEFINED BELOW) AND LICENSE RIGHTS TO THE LICENSED MATERIALS ONLY UPON THE CONDITION THAT CUSTOMER ACCEPTS THE TERMS CONTAINED IN THIS USER AGREEMENT. IF CUSTOMER DOES NOT AGREE TO OR CANNOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN PLEASE DECLINE TO ACCEPT THE TERMS AND UNDERSTAND THAT QIAGEN RWC IS UNWILLING TO GRANT CUSTOMER ACCESS TO THE CLOUD OFFERING OR LICENSE THE LICENSED MATERIALS AND CUSTOMER MAY NOT USE OR ACCESS THE CLOUD OFFERING OR THE LICENSED MATERIALS FOR ANY PURPOSE AND ANY FEE QIAGEN RWC HAS BEEN PAID FOR SUCH ACCESS OR USE WILL BE REFUNDED. BY CLICKING THE “ACCEPT” BUTTON THAT FOLLOWS THIS AGREEMENT, CUSTOMER IS CONSENTING TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

IF CUSTOMER IS DEEMED TO HAVE ORDERED CLOUD OFFERING, LICENSED MATERIALS OR OTHER SERVICES (AS RELEVANT), QIAGEN RWC’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (SPECIFICALLY INCLUDING ANY NEW OR DIFFERENT TERMS CONTAINED IN CUSTOMER’S PURCHASE ORDER); IF THESE TERMS ARE CONSIDERED AN OFFER BY THE CUSTOMER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OR ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF QIAGEN RWC SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

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

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

1. Definitions.

“APIs” means, where the Ordering Documents expressly include an API license, any published application programming interface or integration modules for the Cloud Offering that are provided or otherwise made available to Customer by QIAGEN RWC, if any.

“Authorized Reseller” shall mean any authorized reseller of QIAGEN RWC products who validly sells Customer rights to use Cloud Offering subject to the terms and conditions of this Agreement.

“Authorized Service Provider” means a Customer of QIAGEN RWC who uses the Cloud Offering on behalf of a third party or to whom QIAGEN RWC has granted access rights to the Cloud Offering with the stated understanding that such Customer will be using the Cloud Offering to provide services to its Clients.

“Cloud Offering” means the QIAGEN RWC online, web-based application(s) relevant to QIAGEN RWC’s Variant Analysis product which are made accessible to Customer by QIAGEN RWC via a user account accessing one or more designated websites, and all associated Documentation provided or accessible in connection with such offering, and any updates or upgrades of the same which are made available to Customer hereunder. For clarity, QIAGEN RWC may add new features to, upgrade or modify the Cloud Offering at any time.

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

“Customer Biological Data” means all data that Customer or Customer Representative uploads to the Cloud Offering or causes or requests that QIAGEN RWC upload into the Cloud Offering during the term of this Agreement, including without limitation any Customer Variant Samples, gene lists, custom variant lists or other data.

“Customer Representative” shall mean any employee or contractor of Customer who accesses Licensed Materials (or any component thereof) for use on behalf of and for the benefit of Customer.

“Documentation” means written, audio, visual, and/or other user materials related to the Cloud Offering provided to Customer, including, without limitation, on-line help, and getting started and tutorial information made available through QIAGEN RWC’s website.

“QIAGEN RWC Background Materials” means any Content incorporated into or contained in any Results, and any proprietary formatting, "look and feel" or other proprietary materials, content or technology of QIAGEN RWC incorporated into or contained in any Results.

“Licensed Materials” means, collectively, the Cloud Offering, Content, Documentation, QIAGEN RWC Background Materials, API and any updates or upgrades of any of the forgoing accessed, delivered, generated or made available by QIAGEN RWC to Customer or Customer Representatives in connection with this Agreement, and each component thereof.

“Ordering Document(s)” shall mean one or more of the following applicable ordering documents attached hereto or referencing this Agreement, or similar instruments, which identify certain of the commercial terms relating to the access to and use of the Cloud Offering, including pricing and payment terms, certain limitations or restrictions on access or use of the Cloud Offering or sharing Results, any associated services purchased, and/or the period of access (as relevant): (a) an Ordering Document mutually approved by the parties, which is attached hereto as an exhibit (if any); (b) an QIAGEN RWC invoice or other ordering document mutually approved and executed by the parties which references this Agreement; (c) an Authorized Reseller invoice or other ordering document agreed to between Customer and Authorized Reseller which is based on a valid QIAGEN RWC quote to the Authorized Reseller, where the access and use rights are indirectly purchased from QIAGEN RWC through an authorized reseller; or (d) if in connection with any free access granted for an early access, beta, evaluation, promotional or other program, then email or other correspondence from QIAGEN RWC personnel describing the terms and duration of such early access, beta, evaluation, promotional or other program. Multiple Ordering Documents may apply to this Agreement, provided that unless expressly stated otherwise in a mutually agreed upon Ordering Document, the terms specified in an Ordering Document shall be relevant only to the specific items listed on the relevant Ordering Document.

“Results” means the analysis results generated by the Cloud Offering based on the filtering or other analysis enabled by Cloud Offering, Content, or Customer Biological Data relating to Active Variant Samples and/or other third party customer data uploaded in connection with Active Third Party Variant Samples shared with Customer. For clarity, Results will include QIAGEN RWC Background Materials and may include Customer Biological Data or other third party customer content uploaded in connection with Active Third Party Variant Samples shared with Customer.

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

healthy breast tissue will be deemed two Variant Samples, even if the variants from the two samples are combined into a single list of variants. Variant Samples may be “Active” or “Inactive”.

“**Customer Variant Sample**” means a Variant Sample that Customer (or a Customer Representative) inputs or causes QIAGEN RWC to be input into the Cloud Offering during the term of this Agreement.

“**Active Customer Variant Sample**” means a Customer Variant Sample that Customer has “activated” by paying the relevant sample activation fees. Active Customer Variant Samples shall remain “active” for the relevant activation or renewal period identified on the relevant Ordering Document, as relevant. Active Customer Variant Sample shall also include any Customer Variant Sample activated by QIAGEN RWC for a period identified by QIAGEN RWC without charge in connection with a promotion, early access, beta testing, or other program, provided such samples shall remain active only for the period designated by QIAGEN RWC. If QIAGEN RWC has not designated a period for an Active Customer Variant Sample activated without charge, then QIAGEN RWC may inactivate that Active Customer Variant Sample at any time at its sole discretion.

“**Inactive Customer Variant Sample**” means a Customer Variant Sample that neither Customer nor QIAGEN RWC has “activated” with a payment of a fee or in connection with a promotion, early access, beta test or other program. Inactive Customer Variant Samples also include Customer Variant Samples for which the activation period has expired and not been renewed.

“**Active Third Party Variant Sample**” means a Variant Sample which (i) has been uploaded by a third party into the Cloud Offering (ii) is shared with Customer, and (iii) is activated (either by a third party who pays the relevant activation fee or by QIAGEN RWC in connection with a promotion, early access, beta test or other program or by Customer), provided the period of activation (including any renewal period) has not expired.

“**Inactive Third Party Variant Sample**” means a Variant Sample that (i) has been uploaded by a third party into the Cloud Offering, (ii) is shared with Customer, and (iii) has not been activated with a payment of a fee or for which the activation period has expired and not been renewed.

2. **Rights of Access and Use.** Customer’s use of and access to Licensed Materials depends on Customer’s license type.

a. **Standard End User License.** If Customer has paid fees to activate or maintain Active Customer Variant Samples or if Customer is a Client of an Authorized Service Provider, then the following shall apply. Conditioned upon such Customer’s and Customer Representative’s compliance with the terms and conditions of this Agreement, QIAGEN RWC grants to Customer a limited, nonexclusive, nontransferable license:

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

(ii) to upload Variant Samples and other Customer Biological Data on behalf of and for the benefit of Customer into the Cloud Offering;

(iii) to analyze Active Customer Variant Samples and Active Third Party Variant Samples in order to generate Results solely on behalf of and for the benefit of Customer for Customer’s internal research and internal business purposes;

(iv) share through the Cloud Offering in accordance with Documentation with other users of the Cloud Offering (a) Results, (b) Customer Variant Samples and (c) Third Party Variant Samples which have been shared with Customer through the Cloud Offering, subject to the restrictions identified in section 3 (Customer Restrictions, Obligations, and Limitations), and further provided that such sharing is solely for research and educational purposes and specifically not associated with any financial gain or other consideration and further provided that any sharing restrictions identified in the relevant Ordering Document and Documentation are complied with; and

(v) to export, publish or disclose Results outside of the Cloud Offering in accordance with Documentation, subject to the restrictions identified in section 3 (Customer Restrictions, Obligations, and Limitations) below.

b. **Early Access/Beta/Evaluation/Promotion License Special Provisions.** If QIAGEN RWC has granted Customer access rights based on an early access, beta, evaluation or other similar program or if Customer has promotional Variant Samples activated by QIAGEN RWC in connection with a promotion, in either case as identified in the relevant Ordering Document, then the following shall also apply with respect to the relevant Variant Samples. Notwithstanding any contrary terms specified in any other sections of this Agreement: (A) the license and or access rights for early access, beta, evaluation or a promotion is limited to the term permitted by QIAGEN RWC; (B) the Licensed Materials are provided “As Is” without any warranty of any kind; (C) Customer shall not be entitled to indemnification by QIAGEN RWC and/or any support services; and (D) QIAGEN RWC may

terminate access or use rights to any early access, beta, evaluation, or other similar promotional Variant Samples with notice to Customer.

c. Authorized Service Provider License. If Customer is acting an Authorized Service Provider of QIAGEN RWC on behalf of Customer's clients ("Clients"), then the following shall apply and the license in section (a) above shall not be relevant to Customer. Conditioned upon Customer's and Customer Representative's compliance with the terms and conditions of this Agreement, QIAGEN RWC grants to Customer a limited, nonexclusive, nontransferable license:

(i) to access and use Cloud Offering in accordance with Documentation for demonstration purposes using Variant Samples approved by QIAGEN RWC for the purpose of running demonstrations, solely to allow Clients to determine if Client would like to purchase services from Authorized Service Provider using the Cloud Offering, provided such Clients have either (A) executed a non-disclosure agreement with Authorized Server Provider wherein they are obligated not to use or disclose any information learned in connection with such demonstration other than to evaluate the offering or (B) accepted QIAGEN RWC's User Agreement for Cloud Offering;

(ii) to access and use Cloud Offering in accordance with Documentation supplied by QIAGEN RWC, solely to provide services to a

Client in support of such Client's internal research and internal business purposes;

(iii) to upload Variant Sample(s) and other Customer Biological Data in accordance with Documentation on behalf of and for the benefit of a Client, subject to obtaining appropriate permissions to do so;

(iv) to analyze Active Customer Variant Samples uploaded on behalf of a Client and Active Third Party Variant Samples shared with Authorized Service Provider by such Client in order to generate Results solely on behalf of and for the benefit of the Client for the Client's internal research and internal business purposes;

(v) share through the Cloud Offering in accordance with Documentation Active Customer Variant Samples uploaded on behalf of a Client and any Active Third Party Variant Samples shared with Authorized Service Provider by Client with the relevant Client (and the Client's employees), subject to their assent to the terms herein; and

(vi) share through the Cloud Offering in accordance with Documentation Results generated from Active Variant Samples uploaded on behalf of a Client and any Active Third Party Variant Samples shared with Authorized Service Provider by Client with the relevant Client (and the Client's employees), subject to their assent to the terms herein.

Notwithstanding any of the forgoing, QIAGEN RWC reserves the right to revoke Authorized Service Provider rights at any time.

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

e. Reservation of Rights. Except as expressly set forth in this Section, QIAGEN RWC grants Customer no licenses of any kind to use or access the Licensed Materials, whether by implication, estoppel, or otherwise. All rights in and to Licensed Materials not expressly granted to Customer in this Agreement are expressly reserved for QIAGEN RWC and its suppliers.

3. Customer Restrictions, Obligations and Limitations.

a. General Restrictions. Customer and Customer Representatives agree not to:

(i) access or use the Licensed Materials in any way other than expressly permitted herein;

(ii) access or use the Licensed Materials if Customer or Customer Representative is, or is acting on behalf of or in collaboration with, a competitor of QIAGEN RWC, except with QIAGEN RWC's prior written consent;

(iii) access or use the Licensed Materials for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose;

(iv) use the Licensed Materials on behalf of or for the benefit of any third party or to provide services or products to any third party, whether on a service bureau or time-sharing basis or otherwise, unless Customer is an Authorized Service Provider;

(v) use the Licensed Materials to develop functionality, data or content similar to or competitive with any component of Licensed Materials;

(vi) use the Licensed Materials (A) in connection with any product or service that is similar to or competitive with the Licensed Materials or (B) to extract Content from the Cloud Offering and incorporate it into any competitive application or service or offering;

(vii) use the Licensed Materials in a clinical diagnostic setting or to provide a diagnostic product or service;

- (viii) modify or translate any portion of the Licensed Materials or create any derivative work based on all or any portion of the Licensed Materials, except to the extent expressly permitted herein or as otherwise expressly permitted under applicable law;
- (ix) allow or permit any person other than named user to use Customer's User Account;
- (x) sell, rent, lease, loan, distribute or otherwise transfer all or any portion of the Licensed Materials to a third party excluding the "sharing" with other users of Cloud Offering of QIAGEN RWC Background Material contained in Results in compliance with the terms herein or publishing or disclosing Results in a manner expressly permitted herein;
- (xi) reverse engineer, decompile, decrypt, disassemble or reduce any Licensed Materials provided herewith to human-readable form, or otherwise attempt to recreate all or any portion of the Licensed Materials, except and only to the extent otherwise expressly permitted under applicable law;
- (xii) display or disclose the Licensed Materials or copies or parts thereof to any person other than for Customer's internal research and internal business purposes, excluding export, sharing or publication of Results in the manner expressly permitted herein;
- (xiii) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in any Licensed Materials or Results;
- (xiv) transmit code, files, scripts, agents, or programs containing viruses, worms, Trojan horses or other harmful or deleterious computer code, files, scripts, agents, or programs;
- (xv) perform any general or mass downloads of the Content or Results;
- (xvi) use the Content for any purpose other than generating Results using the Cloud Offering; and/or
- (xvii) cause, permit or assist any third party (including Customer Representatives or Clients) to do any of the foregoing.

The restrictions above shall apply to any component of Licensed Materials that is relevant to the restriction. The Licensed Materials are trade secrets of QIAGEN RWC and its licensors. No part of the Licensed Materials may be used or accessed by competitors of QIAGEN RWC to develop, design or market, data or content or functionality similar to or competitive with the Licensed Materials.

b. Other Customer Responsibilities and Limitations. Customer shall (i) be responsible and liable for any action or inaction of Customer Representatives which is in violation of this Agreement, (ii) not upload (or cause to be uploaded) any Customer Biological Data if uploading it is unlawful, illegal, or otherwise in violation of a third party right or obligation Customer has to a third party, (iii) be responsible, assume the risk and be liable for the accuracy, quality, integrity and legality of Customer Biological Data and of the means by which Customer and Customer Representatives acquire, upload, transmit and process Customer Biological Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Offering by anyone other than a Customer Representative and notify QIAGEN RWC promptly of any such unauthorized access or use, (v) use the Cloud Offering only in accordance with QIAGEN RWC Documentation, this Agreement and applicable laws and government regulations, (vi) make any disclosures to and obtain any consents or permission as required by any applicable law, rule or regulation (including privacy laws) or contractual obligation (including confidentiality obligations) for the use, uploading, processing, transfer, disclosure, sharing, storage or access to Customer Biological Data; (vii) ensure that Customer Biological Data will not include any information that personally identifies an individual or permits QIAGEN RWC or any of its customers to identify an individual; and (viii) be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Cloud Offering, including, without limitation, computers, computer operating system and web browser.

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

d. Sharing Variant Samples and Results with Other Users; Using Cloud Offering. Customer understands and acknowledges that sharing Variant Samples or Results with third parties is similar to transferring a copy of the relevant Variant Sample or Result by hard drive, email, or other means, and Customer assumes all responsibility for ensuring that Variant Samples or Results are shared only with appropriate individuals consistent with any privacy, confidentiality, or other contractual restrictions and/or applicable laws. For clarity, Customer is solely responsible for its sharing actions and for appropriately designating the person(s) with whom it shares Variant Samples and Results and QIAGEN RWC is not responsible to police such sharing in any way. Customer will ensure that all sharing is done in compliance with this Agreement and that sharing is legal under applicable laws and consistent with all privacy laws or confidentiality or other contractual obligations it has with third parties. Customer further understands that once it has shared a Variant Sample or Results with a sharee, the sharee will have access to the relevant Variant Sample and Results as soon as sharee has opened a valid account with QIAGEN RWC and such sharee may further share the same or otherwise download, disclose or use the shared Variant Samples or Results under the terms herein. QIAGEN RWC is not responsible for deleting Variant Samples and/or for contacting sharees to return copies of, or to remove their access to, the same. QIAGEN RWC

reserves the right to limit sharing on a case by case basis if it determines that such sharing is unlawful, or prohibited by this Agreement, a third party right, applicable laws or the interests of QIAGEN RWC or its customers.

e. Saving, Disclosing or Otherwise Publishing Results Outside of Cloud Offering. Customer may save the Results generated by use of Cloud Offering outside of the Cloud Offering for internal research and internal business use as permitted by the Documentation, provided that in each case Customer and Customer Representatives comply with the terms and conditions of this Agreement, including without limitation, Section 3 (Customer Restrictions, Obligations and Limitations). Customer may publish in a scientific journal or otherwise publish or disclose to third parties the Results provided, however, that (i) any such publication that discloses QIAGEN RWC Background Materials shall require QIAGEN RWC's and, as applicable, any Third Party Content Provider's prior written consent and (ii) any such publication shall include recognition of the contributions of QIAGEN RWC, either through authorship or acknowledgement as may be appropriate, according to standard practice for assigning scientific credit. Customer agrees that all printed and electronic Results generated by the Cloud Offering and distributed or published by Customer or Customer Representatives will contain the QIAGEN RWC proprietary rights notices contained therein.

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

5. Intellectual Property.

a. Customer Biological Data and Security. As between the parties, Customer and its supplier(s) own and shall retain title to all intellectual property rights and other proprietary rights in and to the Customer Biological Data uploaded by Customer or Customer Representatives. Customer grants QIAGEN RWC the right to reproduce, adapt, distribute, publish, use, and share the Customer Biological Data solely for the purpose of processing Customer's requests, transactions, and analyses contemplated herein. QIAGEN RWC 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 RWC has no obligation to maintain access to Customer Biological Data (excluding Active Customer Variant Samples) or Inactive Third Party Variant Samples and may delete Customer Biological Data (excluding Active Customer Variant Samples) or Inactive Third Party Variant Samples from its systems at any time.

b. Licensed Materials. Customer acknowledges that QIAGEN RWC 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 RWC 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 RWC. Customer Biological Data is not considered Licensed Materials. For clarity, biological discoveries that Customer makes while using the Licensed Materials in conjunction with the Variant Sample(s) are not considered to be QIAGEN RWC intellectual property.

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

d. Adverse Actions. Customer hereby acknowledges QIAGEN RWC'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 RWC's costs associated with the action, including without limitation travel and attorney's fees.

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

7. **Confidentiality.** QIAGEN RWC and Customer each agree to retain in confidence all non-public information disclosed pursuant to this Agreement that is designated as proprietary and/or confidential (the "Confidential Information"). Notwithstanding the foregoing, all Licensed Materials and the results of any evaluations or testing of Cloud Offering by Customer and/or Customer Representatives shall constitute trade secrets and Confidential Information of QIAGEN RWC without need for any marking or designation. All Customer Biological Data shall constitute Confidential Information of Customer without need for any marking or designation. Each party to this Agreement agrees to: (i) preserve and protect the confidentiality of the other party's Confidential Information; (ii) refrain from using the other party's Confidential Information except as expressly permitted herein; and (iii) not disclose such Confidential Information to any third party except to its employees or agents who are reasonably required to exercise its rights or perform its obligations under this Agreement and provided such third party is subject to restrictions which are at least as restrictive as the restrictions outlined in this Agreement. Notwithstanding the above, Confidential Information shall not include information that: (x) has become publicly known and made generally available other than through any act or omission of the receiving party; (y) was already or becomes known by the receiving party from a third party who was not under a duty of confidential restriction as to use or disclosure; or (z) was independently developed by the receiving party as evidenced by appropriate records. Either party may disclose Confidential Information without violating this Section 7 to the limited extent required to comply with law or regulation, provided that the party required to disclose the Confidential Information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

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

QIAGEN RWC AND ITS SUPPLIERS PROVIDE THE LICENSED MATERIALS AND ANY SERVICES PROVIDED IN CONNECTION HERewith "AS IS" AND MAKE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WITH RESPECT TO LICENSED MATERIALS, SERVICES DELIVERED HEREUNDER OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, DATA ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER QIAGEN RWC NOR ANY OF ITS SUPPLIERS WARRANTS THAT THE LICENSED MATERIALS OR ANY PART THEREOF OR SERVICES DELIVERED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

CUSTOMER HEREBY ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND QIAGEN RWC DOES NOT AND CANNOT GUARANTEE THAT CUSTOMER BIOLOGICAL DATA OR OTHER INFORMATION CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. IN PARTICULAR, THE LICENSED MATERIALS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CUSTOMER BIOLOGICAL DATA, OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT QIAGEN RWC DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE LICENSED MATERIALS, RESULTS AND/OR CUSTOMER BIOLOGICAL DATA. QIAGEN RWC SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUCH ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF CUSTOMER'S INFORMATION AND SYSTEMS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE SCIENTIFIC HYPOTHESES AND ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH AND ARE MERE STARTING POINTS FOR FURTHER EXPERIMENTAL VALIDATION BY CUSTOMER, CUSTOMER REPRESENTATIVES AND CLIENTS. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT CONTENT AND RESULTS ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS OR TREATMENT, AND NO PHYSICIAN-PATIENT RELATIONSHIP IS, OR IS INTENDED TO BE, CREATED BY CONTENT PROVIDED THROUGH THE SERVICES. THE CONTENT IS NOT A

SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT DISEASE WITHOUT SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

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

QIAGEN RWC IS NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES ARISING FROM CUSTOMER UPLOADING BIOLOGICAL DATA OR SHARING VARIANT SAMPLES OR RESULTS IN VIOLATION OF ANY AGREEMENT OR LAW OR POLICY OR ANY THIRD PARTY AGREEMENT OR RIGHTS; CUSTOMER IS SOLELY LIABLE AND RESPONSIBLE FOR THESE ACTIONS BY CUSTOMER AND CUSTOMER REPRESENTATIVES.

9. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY OR SERVICES, LOSS OF PROFITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THE PROVISION OF ACCESS TO ANY PRODUCTS OR ANY SERVICES HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID TO QIAGEN RWC BY CUSTOMER (AND IN THE CASE OF CUSTOMER'S LIABILITY ANY AMOUNTS PAID OR DUE) IN CONNECTION WITH ACTIVATING VARIANT SAMPLES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY FEES DUE TO QIAGEN RWC HEREUNDER OR ANY BREACH OF SECTIONS 2 (RIGHTS OF ACCESS AND USE), 3 (CUSTOMER RESTRICTIONS, OBLIGATIONS AND LIMITATIONS) AND 7 (CONFIDENTIALITY). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. **Indemnification.** Customer as indemnitor will indemnify, defend and hold harmless QIAGEN RWC, its directors, officers, employees and representatives as indemnitees from and against any and all third-party losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, arising out of any third party claim alleging that Customer Biological Data or Customer's use of Cloud Offering in violation of this Agreement violates, infringes, misappropriates third party right or violates applicable laws.

11. **Term and Termination.** This Agreement commences when Customer first accepts the terms herein and accesses the Cloud Offering and/or any component of the License Materials and continues until terminated by either party in accordance with the terms herein ("Term"). Customer may terminate this Agreement for convenience at any time. QIAGEN RWC may terminate this Agreement for convenience at any time that Customer no longer has any Active Customer Variant Samples available to it and if Active Customer Variant Samples are available then only if the fees paid associated with the same are returned. Customer's rights under this Agreement will terminate immediately without notice from QIAGEN RWC if Customer or any Customer Representative fails to comply with any provision of this Agreement; in addition, QIAGEN RWC has the right to terminate this Agreement at any time if the terms of this Agreement are breached and Customer and/or any Customer Representative and such breaching party fails to remedy such breach within ten (10) days after written notice thereof. Upon termination, Customer must cease all use of Licensed Materials (excluding any QIAGEN RWC Background Materials included in Results) and must destroy all copies of the Licensed Materials (excluding any QIAGEN RWC Background Materials included in Results) in Customer possession or

control. Except as otherwise expressly provided herein, the rights and obligations of QIAGEN RWC and Customer in Sections 1 (Definitions), 3 (Customer Restrictions, Obligations and Limitations), 4 (Payment), 5 (Intellectual Property), 7 (Confidentiality), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11 (Term and Termination), and 12 (General) shall survive termination or expiration of this Agreement. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve the other party of any of its obligations incurred prior to such termination.

12. General.

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

b. Entire Agreement; Modifications. This agreement includes the terms herein and the attached exhibits, and any terms incorporated herein by reference, including terms identified herein which are to be identified in and incorporated from an Ordering Document (collectively “**Agreement**”) and constitutes the entire agreement between the parties with respect to the Licensed Materials and other services or products delivered by QIAGEN RWC hereunder as identified in the relevant Ordering Document. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating the subject matter contained herein. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order, acknowledgement or conformation or other document issued by Customer, even if signed and returned by QIAGEN RWC, shall take precedence over the terms of this Agreement. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing executed by both parties. During the term of this Agreement, QIAGEN RWC may modify the terms herein by providing Customer notice and requesting that Customer assent to the updated terms, provided that if Customer does not assent to the updated terms, then Customer may decline and discontinue all use of and access to Licensed Materials.

c. Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

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

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

f. Transactional Data. QIAGEN RWC may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally identifiable data or information resulting from its customers’ use of the Cloud Offering (“**Transactional Data**”). To the extent that any Transactional Data is collected by QIAGEN RWC, such Transactional Data will be solely owned by QIAGEN RWC and may be used by QIAGEN RWC for any lawful purpose, provided that the Transactional Data is used only in an anonymized and aggregated form and in a manner that does not permit the identification of any user or Customer.

g. Choice of Law; Venue. This Agreement is governed and interpreted in accordance with the laws of the State of California, U.S.A., without reference to its conflict of law principles. Subject to the arbitration clause (where relevant), the parties hereby consent

to the exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, U.S.A. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement.

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

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

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

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

l. Illegality. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable under any applicable statute or rule of law, such term or provision shall be modified, limited or eliminated to the minimum extent necessary to effectuate the original intent and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

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

n. Arbitration. If the Customer's address provided in connection with gaining access to the Cloud Offering is located outside of the United States, then the following shall apply: In the event of any dispute between Customer and QIAGEN RWC arising out of or in connection with this Agreement, the parties shall submit the dispute to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") then in effect. The arbitration proceeding shall take place in San Francisco, California, and be conducted in English. The parties shall mutually choose a commercial arbitrator with substantial experience in licensing and contract disputes, who may or may not be selected from the appropriate list of ICC arbitrators. If the parties cannot agree upon the arbitrator within fifteen (15) days of a request for arbitration by a party, then a single arbitrator shall be selected in accordance with the Arbitration Rules and Procedures of ICC, provided any arbitrator so selected shall have substantial experience in licensing and contract disputes. The arbitration shall be commenced and conducted as follows: (i) The parties shall request that the arbitrator conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding and render a written decision within twelve months of the date upon which the arbitration proceedings began. The Parties shall use their best efforts to cooperate with the arbitrator to complete the proceeding and render a decision within such twelve month period; (ii) The Arbitrator shall not under any circumstance consolidate, join or otherwise combine the arbitration proceeding with any other proceeding or party, except by mutual consent of the parties; and (iii) The arbitrator proceedings shall be governed by this Agreement, by the ICC, and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of California without regard to conflicts of laws principles. The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, QIAGEN RWC shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.

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

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

(ii) **Export/Import.** Customer shall take all actions necessary or proper to comply with China's Regulations on Administration of Technology Import and Export Laws and related laws, statutes, regulations, ordinances or government directives.

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

p. Compliance with laws. In conformity with the United States Foreign Corrupt Practices Act, Authorized Reseller and/or Authorized Service Provider and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government or political party or the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist QIAGEN RWC in obtaining, retaining or directing any such business.

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

Version: March 15, 2014