

**GeneGlobe Data Analysis Center (GGDAC)
Terms and Conditions**

IMPORTANT: PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY. ACCESSING OR USING GGDAC 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 GGDAC, LICENSED MATERIALS AND SERVICES TO BE SUPPLIED BY QIAGEN GMBH ("QIAGEN") HEREUNDER.

YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS USER AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH QIAGEN AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS USER AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY NAMED AS THE CUSTOMER ON THE ORDERING DOCUMENT (DEFINED BELOW), AND TO BIND THAT COMPANY TO THIS USER AGREEMENT. THE TERM "**CUSTOMER**" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER ON THE ORDERING DOCUMENT. **IF YOU DO NOT AGREE TO BE BOUND BY THIS USER AGREEMENT, YOU MAY NOT ACCESS OR USE GGDAC OR ANY COMPONENT OF LICENSED MATERIALS.**

THIS USER AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS OF THIS USER AGREEMENT ARE SUBJECT TO CHANGE BY QIAGEN IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, QIAGEN will make a new copy of the User Agreement available at the QIAGEN website. We will also update the "Last Updated" date at the bottom of this User Agreement. QIAGEN will request that you assent to the updated terms, provided that if you do not assent to the updated terms, then you may decline and discontinue all use of and access to the GGDAC. Otherwise, your continued use of the GGDAC or any component of the Licensed Materials constitutes your acceptance of such change(s).

NOTWITHSTANDING ANYTHING ELSE STATED HEREIN, IF CUSTOMER AND QIAGEN HAVE EXECUTED A WRITTEN AGREEMENT IN CONNECTION WITH CUSTOMER'S ACCESS TO THE GGDAC 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 SUGGESTS THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. **Definitions.**

"**GeneGlobe Data Analysis Center (GGDAC)**" means the QIAGEN online, web-based application(s) relevant to QIAGEN's GeneGlobe data analysis offering including but not limited to access to NGS and qPCR data analysis pipelines which are made accessible to Customer by QIAGEN either (i) via a user account accessing one or more designated websites or servers, or (ii) via installation or download of software, software components, databases etc. 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 may add new features to, upgrade or modify the GGDAC at any time.

"**Customer Representative**" shall mean any employee, agent, officer or contractor of Customer who accesses Licensed Materials (or any component thereof) for use on behalf of Customer.

"**Documentation**" means written, audio, visual, and/or other user materials related to the GGDAC provided to Customer which may include license or test limitations, including, without limitation, on-line help, and getting started and tutorial information made available through QIAGEN's web-site.

"**QIAGEN Background Materials**" means any proprietary formatting, "look and feel" or other proprietary materials, content or technology of QIAGEN.

"**Licensed Materials**" means, collectively, the GGDAC, Documentation, QIAGEN Background Materials, data upload utilities and

any updates or upgrades of any of the foregoing accessed, delivered, generated or made available by QIAGEN to Customer or Customer Representatives in connection with this Agreement, and each component thereof.

“**Ordering Document(s)**” shall mean (a) an QIAGEN invoice or other ordering document mutually approved by the parties which includes certain commercial terms relating to the access to and use of the GGDAC, including pricing terms and limitations or restrictions related to Customer’s access or use of the GGDAC; or (b) if in connection with any free access granted for an early access, beta, evaluation, promotional or other program, then email or other correspondence from authorized QIAGEN 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.

2. **Rights of Access and Use.** Customer’s use of and access to Licensed Materials depends on whether the Customer is granted standard or promotional license rights.

(i) **Standard End User License.** If Customer has paid fees (as the case may be) to use GGDAC and subject to the terms and conditions of this Agreement, including the restrictions set forth in Section 3, QIAGEN grants to Customer a limited, nonexclusive, nontransferable license to access and use the GGDAC in accordance with Documentation supplied by QIAGEN, solely for Customer’s internal research and internal business purposes;

b. **Early Access/Beta/Evaluation/Promotion License Special Provisions.** withstanding 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; (B) the Licensed Materials are provided “As Is” without any warranty of any kind; (C) Customer shall not be entitled to indemnification by QIAGEN and/or any support services; and (D) QIAGEN may terminate access or use rights to any early access, beta, evaluation, or other similar promotional Variant Tests in its own discretion without prior notice to Customer.

e. **Reservation of Rights.** Except as expressly set forth in this Section, QIAGEN 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 and its suppliers.

3. **Customer Restrictions, Obligations and Limitations.**

a. **General Restrictions.** Except as expressly permitted in this Agreement, 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 (including, without limitation, providers of sequence or expression data interpretation software and/or curated life science content), except with QIAGEN’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 to develop functionality, data or content similar to or competitive with any component of Licensed Materials;
- (v) use the Licensed Materials (A) in connection with any product or service that is similar to or competitive with the Licensed Materials;
- (vi) modify or translate any portion of the Licensed Materials to create any derivative work based on all or any portion of the Licensed Materials;
- (vii) allow or permit any person other than named user to use Customer’s User Account;
- (viii) sell, rent, lease, loan, distribute or otherwise transfer all or any portion of the Licensed Materials to a third party;
- (ix) 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;
- (x) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in any Licensed Materials;
- (xi) fail to use commercially reasonable efforts to prevent the transmission of any code, files, scripts, agents, or programs containing viruses, worms, Trojan horses or other harmful or deleterious computer code, files, scripts, agents, or programs;
- (xii) cause, authorize, or assist any third party (including Customer Representatives) 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 and its licensors. No part of the Licensed Materials may be used or accessed by competitors of QIAGEN 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 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) use commercially reasonable efforts to prevent unauthorized access to or use of the GGDAC by anyone other than a Customer Representative and notify QIAGEN promptly of any such unauthorized access or use, (iv) use the GGDAC only in accordance with QIAGEN Documentation, this Agreement and applicable laws and government regulations, (v) 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 data; (vi) ensure that Customer uploaded data will not include any information that personally identifies an individual or permits QIAGEN or any of its customers to identify an individual; and (vii) be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the GGDAC, including, without limitation, computers, computer operating system and web browser.

c. **User Accounts.** The Customer account contact will provide QIAGEN with relevant information to enable QIAGEN to provide Customer with a user account for each Customer Representative that Customer identifies for access to the GGDAC. 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.

4. **Payment.** In consideration for rights granted herein, Customer shall pay QIAGEN 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's delivery of the applicable invoice. Additionally, if QIAGEN determines that Customer exceeded any applicable limitations or restrictions in connection with Customer's use of the GGDAC, then QIAGEN reserves the right to charge the Customer the fees outlined in QIAGEN's price list for such use. In addition, Customer shall pay or reimburse QIAGEN 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). QIAGEN will have the right, in addition to any of its other rights or remedies, to suspend access to customer uploaded data and/or the Licensed Materials, without liability to Customer, if Customer fails to pay amounts owed in accordance with this Agreement or if QIAGEN 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. **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 uploaded data are not considered Licensed Materials.

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

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

7. **Confidentiality.** QIAGEN 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 GGDAC by Customer and/or Customer Representatives shall constitute trade secrets and Confidential Information of QIAGEN 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 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 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 DOES NOT AND CANNOT GUARANTEE THAT CUSTOMER UPLOADED 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 UPLOADED DATA, OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT QIAGEN 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, AND/OR CUSTOMER UPLOADED DATA. QIAGEN SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUCH ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF CUSTOMER'S INFORMATION AND SYSTEMS.

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 BY CUSTOMER (AND IN THE CASE OF CUSTOMER'S LIABILITY ANY AMOUNTS PAID OR DUE) IN CONNECTION WITH

THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY FEES DUE TO QIAGEN HEREUNDER OR ANY BREACH OF SECTIONS 2 (RIGHTS OF ACCESS AND USE), 3 (CUSTOMER RESTRICTIONS, OBLIGATIONS AND LIMITATIONS) OR 7 (CONFIDENTIALITY), OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER

SECTION 10. 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9, QIAGEN IS ALSO NOT LIABLE FOR ACTS OF SIMPLE NEGLIGENCE (UNLESS THEY CAUSE INJURIES TO OR DEATH OF ANY PERSON), EXCEPT WHEN THEY ARE CAUSED BY A BREACH OF ANY SUBSTANTIAL CONTRACTUAL OBLIGATIONS (*VERTRAGSWESENTLICHE PFLICHTEN*).

10. **Indemnification.**

a. Customer as indemnitor will indemnify, defend and hold harmless QIAGEN, 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 uploaded data or Customer's use of GGDAC in violation of this Agreement violates, infringes, misappropriates third party right or violates applicable laws. In addition, Customer will indemnify the QIAGEN Indemnitees from and against all losses, damages, liability, costs and expenses incurred by the QIAGEN Indemnitees arising out of any breach by Customer of Section 3(a)(xix) or the last sentence of Section 3(f).

b. If Customer has paid for a license to access GGDAC, then QIAGEN as indemnitor will defend or settle, and hold harmless Customer, its directors, officers, employees and representatives ("**Customer Indemnitees**") from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, to the extent based on any claim, suit or proceeding brought by a third party against Customer Indemnitees alleging that Customer's use of the Licensed Materials in accordance with this Agreement and applicable Documentation for which Customer has paid QIAGEN a fee directly infringes a U.S. patent or copyright. If such claim occurs, or in QIAGEN's opinion is likely to occur, QIAGEN may, at its option and expense, procure for the indemnitee the right to continue using the infringing item(s) or to replace or modify the same so that it becomes non-infringing or, if neither of the foregoing alternatives is reasonably available, cease providing the Licensed Materials and refund to Customer all paid and unused amounts on a pro-rata basis for any unused term. Notwithstanding the foregoing, QIAGEN shall have no liability for any claim to the extent arising from or relating to (i) the combination, operation, or use of the Licensed Materials with equipment, devices, or software not supplied by QIAGEN or (ii) any alteration or modification of or any illegal use of the Licensed Materials or use of the Licensed Materials in violation of this Agreement. THE FOREGOING STATES THE ENTIRE OBLIGATION OF QIAGEN AND ITS SUPPLIERS WITH RESPECT TO CLAIMS OUTLINED ABOVE, INCLUDING INFRINGEMENT OF PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS.

c. Each party's foregoing obligations are subject to (i) the indemnitee promptly notifying the indemnitor in writing of the third party proceeding or action, (ii) the indemnitee giving the indemnitor full authority and control of the action with counsel of indemnitor's choice, and (iii) the indemnitee providing the indemnitor information and assistance for defense of such claim.

11. **Term and Termination.** This Agreement commences when Customer first accepts the terms herein and accesses the GGDAC and/or any component of the Licensed 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 upon notice to QIAGEN but without any right to reimbursement of paid or agreed fees. QIAGEN may terminate this Agreement for convenience at any time upon notice to Customer provided that QIAGEN refund prorated fees paid, if any. QIAGEN has the right to terminate this Agreement at any time if the terms of this Agreement are breached by 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 and must destroy all copies of the Licensed Materials in Customer possession or control. Except as otherwise expressly provided herein, the rights and obligations of QIAGEN 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 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 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 to 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, shall take precedence over the terms of this Agreement.

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. Consent to use Anonymous Data. QIAGEN may utilize data capture and analysis tools, and other similar tools, to create non-personally identifiable and aggregate data or information resulting from the User's use of GGDAC, which may include non-personally identifiable and aggregate usage data, and usage patterns including but not limited to technical information about your device, system and application software, and peripherals (“Anonymous Data”). QIAGEN may (i) use and analyze the Anonymous Data to develop and improve QIAGEN’s products and services, such as improving the user experience or QIAGEN’s algorithms and (ii) use the Anonymous Data as part of QIAGEN’s products and services or (iii) to facilitate the provision of software updates, product support, and other services to you (if any) related to the GGDAC. QIAGEN will ensure that no personally identifiable information is disclosed through the QIAGEN products and services to any third party without Customer’s consent. QIAGEN uses and protects that information in accordance with the QIAGEN Privacy Policy available at www.qiagen.com

f. Choice of Law; Venue. This Agreement is governed and interpreted in accordance with the laws of Germany., 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 Düsseldorf. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement.

g. 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.

h. Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting QIAGEN’s intellectual property rights in GGDAC or Licensed Materials may cause irreparable injury to QIAGEN for which monetary damages would not be an adequate remedy and QIAGEN 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

i. 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. Any such purported transfer, assignment or delegation shall be null and void. QIAGEN 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.

j. 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.

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

l. 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 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 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.

m. Additional International Provisions. The following provisions shall apply only if you are located in the countries listed below.

- United Kingdom. A third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

n. Basis of the Bargain. Customer acknowledges and agrees that QIAGEN 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.