

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-374

SAP Number

Department of Public Health

Department Contract Representative	Rebecca Saucedo
Telephone Number	(909) 725-5426
Contractor	QIAGEN LLC
Contractor Representative	Hana Austria
Telephone Number	(855) 211-6525
Contract Term	May 12, 2024 through June 30, 2029
Original Contract Amount	\$31,692
Amendment Amount	\$0
Total Contract Amount	\$31,692
Cost Center	9300191000

Briefly describe the general nature of the contract:

Approve the Service Agreement with QIAGEN, including non-standard terms, for preventive maintenance service for the Qiagen EZ1 instrument, in a total amount not-to-exceed \$31,692, effective May 12, 2024 through June 30, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

A handwritten signature in black ink.

Adam Ebright, Deputy County Counsel

Date 04/22/24

Reviewed for Contract Compliance

A handwritten signature in black ink.

Date _____

Reviewed/Approved by Department

A handwritten signature in black ink.

Joshua Dugas (Apr 22, 2024 16:30 PDT)

Joshua Dugas, Public Health Director

Date 04/22/24



Christina Navarro
San Bernardino County Public Health
150 E. Holt Blvd., 1st floor
Ontario, California
91761
Customer Number 44685

03/14/2024
QIAGEN LLC
19300 Germantown Road
Germantown
MD 20874-1415
USA
servicecontracts@qiagen.com

Hana Austria
hana.austria@qiagen.com

Quotation for Service Support Agreements - 240315US01768554HA

Dear Christina Navarro,

We would like to advise you that the Service Agreement for your instrument(s) is expiring shortly. To ensure the continued performance of your automated application, we suggest to renew this Service Agreement.

Attached to this letter, please find an agreement quotation. For renewal, please return a signed copy of the quotation together with your purchase order number. The Service Agreement will start upon the date indicated in the agreement text.

If you have questions, or if you would like more information, please contact us directly or visit us at www.qiagen.com. We look forward to help you in getting the most from your QIAGEN Instrumentation.

Sincerely,
Your QIAGEN Team



Agreement Number 240315US01768554HA

Quote requested by:

Christina Navarro

San Bernardino County Public Health

150 E. Holt Blvd., 1st floor

Ontario, California

91761

Phone: +19094589432

Fax: +19099863590

christina.navarro@dph.sbcounty.gov

Customer Number 44685

Coverage date is in accordance with customer request to align expiration dates. EZ1 Advanced XL, L215A3306 has been pro-rated to expire on 06/30/2024

*PM service not included for coverage under 8 months in length**

Quote Line Item Number	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
07845187	1	9237721	EZ1, Full Agreement	892.67	892.67

Quote Total [USD]: 892.67

Included Service Agreement Products:

Quote Line Item Number 07845187: EZ1, Full Agreement [Contract duration (in months): 2]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	892.67	892.67

Description:

Repair service delivery: onsite

Service response time (repair): 48 hours/2 business days

Periodic inspection/maintenance: yes, 1/agreement year

Inspection/maintenance delivery: onsite

Cost coverage for repair parts: yes, full coverage

Cost coverage for labor: yes, full coverage

Cost coverage for travel: yes, full coverage

Replacement system (Loaner) provision: not applicable

Transportation cost coverage: not applicable

Validity: 05/12/2024 - 06/30/2024

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306

Invoice	As listed under "Payment"
Terms	Net 30 Days upon Invoicing
Offer validity	Valid From: 03/15/2024 Valid To: 06/30/2024
Your Contact	Hana Austria Service Inside Sales hana.austria@qiagen.com



Agreement Number **240315US01768554HA**

We would be pleased to receive your order. If you require any further information, please do not hesitate to contact us.

This offer was created electronically and is valid without signature.

This offer is expressly made conditional on customer's acceptance of QIAGEN's terms and conditions for sale and/or service, as applicable, found at [Terms and Conditions \(qiagen.com\)](https://www.qiagen.com/terms-conditions) (the 'QIAGEN Terms'). Customer's submission of a purchase order or similar documentation in response to this quotation is considered acceptance by the customer of the QIAGEN Terms regardless of any additional or different terms or conditions which may be contained within customer's purchase order, form terms and conditions (including on customer's website), or similar documentation ('Customer Terms'), all of which are hereby expressly rejected by QIAGEN unless expressly accepted by QIAGEN in writing. In the event of a conflict between the QIAGEN Terms and any terms expressly set forth on the face of this offer, the terms set forth on the face of this offer shall prevail. In the event that the parties have duly executed a master purchase or service agreement covering the products and/or services set forth in this offer, the terms and conditions of such signed agreement shall prevail over the QIAGEN Terms and Customer Terms.



January 2024

General Terms and Conditions for Service Agreements

1. DEFINITIONS

- a. "Customer" means the person or entity placing an order with QIAGEN for Equipment, Service or Parts, as identified in the attached quotation.
- b. "Equipment" means the molecular biology robotic workstations and/or any other instrumentation as specifically designated in the attached quotation.
- c. "Loaner instrument" means the instrument with specifications similar to the Equipment, made available to the Customer for the time necessary to provide the Service.
- d. "Part(s)" means the component good(s) sold or otherwise delivered to Customer by QIAGEN as may be required for the Service.
- e. "QIAGEN" means QIAGEN, LLC.
- f. "Response time" means the time from QIAGEN's logging of Customer's request for service following its receipt of all relevant information from the Customer as further detailed in Section 6(h) below, to QIAGEN's dispatch of a Service Specialist or receipt of the Equipment in the regional repair center ("RRC"), as applicable. In the event that QIAGEN determines in its sole discretion that a Service Specialist should be dispatched, QIAGEN will use commercially reasonable efforts to have the Service Specialist on site within the same period of time.
- g. "Service" means activities performed by QIAGEN, or by QIAGEN's authorized representative, including but not limited to, removal, maintenance, repair, overhaul, replacement, and inspection of Equipment.

- h. "Service Agreement" means the specific type of agreement entered into by Customer and QIAGEN for Service and/or Parts as specified on the attached quotation and further detailed in Appendices A through D attached hereto, as applicable.
- i. "Standard Business Hours" means 8 a.m. to 5 p.m. Monday through Friday, excluding U.S. national holidays.

2. TERMS AND CONDITIONS

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

3. ELIGIBILITY

- a. Equipment is automatically deemed eligible for inclusion under a Service Agreement, provided that it is located in North America and covered by a valid QIAGEN warranty or pre-existing QIAGEN Service Agreement immediately prior to the commencement date of the new coverage period, and previous Service has been exclusively performed by QIAGEN or QIAGEN's authorized representative.
- b. Equipment not falling within clause 3(a) shall be subject to inspection and possible repair by QIAGEN, before being deemed eligible for inclusion under a Service Agreement. QIAGEN shall notify Customer of its eligibility for coverage under a Service Agreement. Customer shall be charged QIAGEN's standard non-contract rates in effect at that time for all labor, Part(s) and other expenses incurred for this inspection and for any corrective maintenance required to restore the Equipment to a state of eligibility for inclusion under a Service Agreement. The Service Agreement shall be purchased within thirty (30) days of such approval, and the commencement date of the Service Agreement shall be designated as the day following of such approval. If the purchase of the Service Agreement is not accomplished within such thirty (30) days, another inspection and approval shall be required by QIAGEN and shall be performed at QIAGEN's non-contract standard rates.
- c. Unless otherwise specifically agreed in writing by QIAGEN, the Service Agreement will not cover any Equipment: (i) which has been misused, or subjected to unusual physical or electrical stress; (ii) which is modified by Customer without the prior consent of QIAGEN; (iii) which has been serviced, or had service attempted, by anyone other than QIAGEN, or QIAGEN's authorized representatives; (iv) which has been relocated, including, but not limited to outside the contiguous geographic borders of the country, without the prior consent of QIAGEN; (v) which resides in a location where QIAGEN has insufficient resources to provide adequate Service; or (vi) which has been used for more than seven (7) years from declaration by QIAGEN as obsolete.

4. COMMENCEMENT AND TERM

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

5. SERVICE

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

- b. All Service shall be performed during QIAGEN's normal working hours i.e., 8:00 AM to 5:00 PM in the time zone where work is to be performed, Monday to Friday (except for QIAGEN's published or National holidays), unless otherwise expressly agreed in writing by QIAGEN.
- c. For Services performed or Parts delivered not required by this Service Agreement, QIAGEN's standard rates will apply. QIAGEN may subcontract its duties hereunder to a third party without the consent of Customer. Unless expressly stated in the Service Agreement, coverage does not include (i) the supply of consumables and accessories (including, without limitation, lamps, glass parts, paper, filters, syringes, peristaltic pump tubing, air filters, diskettes, ink ribbons, lighting connections, columns, thermostatic plates, detectors, spacers and chemicals); (ii) any supplied computer(s), computing equipment and accessories outside of the manufacturer warranty; (iii) the recovery of data in the event of loss or damage to data carriers (including without limitation hard drives) and/or software; (iv) modification to or relocation of Equipment, or (v) application assistance for protocol/method development or Customer training. Any of the foregoing if not covered by the Service Agreement can be quoted and performed separately by QIAGEN.
- d. QIAGEN in its sole discretion may decide on the Equipment being repaired at the RRC and will use commercially reasonable efforts to provide the Customer with a Loaner Instrument either included as part of the Customer's Service Agreement or for a fee to ensure the continuity of Customer's operations.

6. CUSTOMER'S RESPONSIBILITIES

- a. Customer shall maintain an Appropriate Environment for the Equipment and shall perform the necessary planned maintenance checks for the Equipment according to the procedures specified by QIAGEN to prevent Equipment failure, including without limitation the leakage of lubricating fluids, hydraulic fluids and oils. "Appropriate Environment" means, but is not limited to, the storage or operation of the Equipment on a level surface, free of impacts and shocks, and in an ambient atmosphere the temperature, pressure, and particle content of which have at all times been within the tolerances of the Equipment as specified by QIAGEN.
- b. If the Service Agreement includes corrective repair service, Customer shall promptly notify QIAGEN of Equipment failure and allow QIAGEN on request full and free access to the Equipment, subject to compliance with the applicable site policies.
- c. Customer shall provide the consumable supplies which are required for the Service, unless otherwise noted in the Service Agreement. Upon request by QIAGEN, Customer agrees to provide reasonable facilities required for the Service, such as secure storage space, a designated work area with adequate heat and lighting, and a local telephone line.
- d. Customer shall save a backup file of data including, without limitation, parameter and performance data for the Equipment before the Service is provided by QIAGEN. In addition, Customer shall be responsible for removing any Protected Health Information from the instrument prior to service.
- e. Customer shall confirm in writing after the Service is provided by QIAGEN that the Equipment is in good operating condition and is functioning as intended. Such written confirmation may be accomplished via Customer's signature on the QIAGEN Field Service Report.
- f. Customer shall maintain a safe working environment for QIAGEN's service personnel and provide them with any appropriate information on the measures to take in case of an emergency. Without limiting the foregoing, Customer shall ensure that the working environment for QIAGEN's service personnel complies with all applicable Centers for Disease Control (CDC) guidelines.

- g. Customer shall designate a contact person who is suitably experienced with the Equipment.
- h. In connection with each Service request, the Customer shall submit all information necessary to properly diagnose and troubleshoot the fault reported (including, without limitation logfiles, error codes, photos). QIAGEN reserves the right to withhold dispatching a Service Specialist if the Customer fails to provide adequate information as requested by QIAGEN.
- i. Once the Equipment is repaired and shipped back to Customer, the Loaner Instrument shall be returned to QIAGEN, at QIAGEN's cost, within five (5) working days. QIAGEN reserves the right to assess a late charge of \$200 for each day of delay beyond the fifth (5th) working day.

7. DELIVERY AND PERFORMANCE

- a. Dates and time given for completion of Service or delivery of Part(s) are given as estimates only and shall not constitute a term or condition of the Service Agreement. Time shall not be of the essence. While QIAGEN will use commercially reasonable efforts to meet any time estimate, it reserves the right to amend any estimate.
- b. QIAGEN will deliver Part(s) in such installments as it considers expedient. Failure by QIAGEN to deliver one or more installments shall not entitle Customer to claim compensation or to terminate or suspend the Service Agreement or reject those or subsequent deliveries.
- c. Shipping shall be executed CPT location of intended recipient (Incoterms® 2020) if location of intended recipient is within the European Union, and, in case of any cross-border transport from or to countries outside of the European Union, FCA (Incoterms® 2020) QIAGEN's logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location QIAGEN may direct; all alternatives if not otherwise mutually agreed.

- d. Customer shall, until payment in full has been made, keep Part(s) in good merchantable condition and fully insure them on QIAGEN's behalf for not less than the price payable to QIAGEN and all the proceeds of such insurance shall be held automatically in favor of QIAGEN. Customer grants QIAGEN an irrevocable license to enter Customer's premises to recover any Part(s) or other materials which are QIAGEN's property.

8. PRICES

Prices for the Service Agreement shall be the lesser of QIAGEN's List Price in effect at the time of the Start Date or the price listed on the quotation attached hereto. QIAGEN shall be entitled to increase the prices at any time with thirty (30) calendar days' notice. Unless otherwise specified in writing by QIAGEN or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes. Customer shall pay all such fees, duties, and taxes in the manner and at the rate prescribed by the relevant authority or reimburse QIAGEN for all federal, state, or local sales, use or other taxes, fees or duties arising out of their agreement or the transactions contemplated by their agreement, if any (other than taxes based on QIAGEN's net income).

9. PAYMENT

- a. The payment for the Service and Part(s) shall be made by Customer net (a) in accordance with the payment conditions set forth in the Service Agreement or, failing any such conditions being specified therein and in the case of Services or Part(s) being supplied outside the scope of the Service Agreement, (b) thirty (30) days after the invoice date. For the avoidance of doubt, Customer shall not be entitled to any discount specified in the Service Agreement in the event of an invoice being issued under the foregoing case. Unless otherwise required by applicable law, QIAGEN may supply electronic invoices in lieu of paper-based invoices. If QIAGEN deems in its sole discretion that by reason of the financial condition of Customer or otherwise,

the continuance or production or shipment on the terms specified is not justified, QIAGEN may require full or partial payment in advance.

- b. Payment by check, credit card, or wire transfer will be effective only after these instruments have cleared and been paid. Credit cards will be accepted at time of each order only for processing on invoice date. Any discounts and expenses shall be borne by Customer.
- c. 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.
- d. Upon default and placing of Customer's account for collection or repossession of equipment, Customer agrees to reimburse collection costs, legal fees and court costs incurred by QIAGEN in connection therewith.
- e. TAXES. Taxes will be based on shipment destination and any applicable local/state taxes are the responsibility of Customer. In those states where QIAGEN collects local/state sales taxes, QIAGEN will add such taxes to the invoices and remit to the appropriate taxing authority. If Customer is a not-for-profit corporation or otherwise exempt from the payment of Federal, state or local excise, sales or use taxes, Customer shall provide QIAGEN with written notice of such exempt status with purchase order and QIAGEN shall reflect such exemptions in its invoice(s). Customer will provide QIAGEN with tax exemption numbers and certificates prior to first order.

10. WARRANTIES

- a. QIAGEN warrants that Part(s) shall be free from defects and conform to QIAGEN's specifications, if any, under normal use and service for a period of three (3) months from the date of job completion. This warranty shall not cover consumable goods in normal use or those of limited life, and QIAGEN only warrants that, at the time of shipment, such goods meet applicable specifications furnished or approved by QIAGEN.
- b. QIAGEN warrants that any Service or other work performed by it shall be carried out by specially trained and equipped QIAGEN personnel or authorized representatives.
- c. QIAGEN warrants that the work performed under the terms of this Service Agreement will be free from defects in workmanship. This warranty shall last for a period of thirty (30) calendar days from the completion of authorized repairs. During the warranty period, QIAGEN will, at its sole cost and expense, correct any defects in workmanship related to repairs performed under this Service Agreement. This warranty covers labor only and does not extend to Part(s).
- d. The foregoing warranties are exclusive and in lieu of all other warranties, whether expressed or implied, written or oral, statutory or otherwise, including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose or merchantability.

11. HEALTH AND SAFETY

- a. Customer shall ensure that its employees, subcontractors, and agents working in the immediate and adjacent areas where the Equipment is located are adequately trained in and comply with all relevant and applicable health and safety regulations. Customer will further ensure that an appropriately trained employee of Customer or third party authorized by Customer remains within visual range of QIAGEN's personnel during the performance of Service on the Equipment.

- b. Without limiting the generality of the foregoing, Customer shall ensure that the Equipment is disinfected and decontaminated prior to the performance of Service thereon by QIAGEN's personnel or authorized representatives and, if such Equipment is located within a Biosafety Level 3 laboratory, Customer will, as directed by QIAGEN, either move the Equipment from the laboratory to another suitable location for Service or inactivate the laboratory prior to Service. QIAGEN shall have no obligation to provide Service in environments that it deems unsafe for its personnel or representatives in its sole discretion, nor any liability to Customer for its refusal to provide Service in such situations.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL QIAGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, LOSS OF PROFITS OR PRODUCTION DAMAGES RESULTING FROM THE EQUIPMENT OR PARTS, OR CAUSED BY INSTALLATION, MAINTENANCE OR OTHER PERFORMANCE BY QIAGEN UNDER THESE TERMS AND THE SERVICE AGREEMENT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT OR TORT. SAVE IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED BY QIAGEN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, QIAGEN'S TOTAL LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF OR IN RELATION TO THE SERVICE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO QIAGEN WITH REGARD TO THE SERVICE AGREEMENT. ANY CLAIM FROM THE CUSTOMER SHALL BE TIME BARRED ONE YEAR AFTER THE DAMAGE WAS CAUSED.

13. SOFTWARE LICENSE

The Software contained in the Equipment or Part(s) ("Software"), if any, shall be disclosed to Customer in confidence and shall be licensed to Customer for Customer's internal use only and for the life of the Equipment or Part(s). Customer agrees that the Software is the intellectual and proprietary property of QIAGEN or its licensor and that the title to, ownership of and the copyright of the Software shall remain with QIAGEN or its licensor. Customer agrees not to copy, reproduce, or modify the Software and shall not make the Software available to any other parties by means of sale, lease, rental, license or otherwise, without the prior written consent of QIAGEN. Customer further agrees not to alter or remove any copyright, trade secret, patent, proprietary, and/or other legal notices contained in the Software.

14. CONFIDENTIALITY

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

15. DATA PRIVACY

The parties acknowledge that in certain circumstances, for business and safety reasons, Customer may wish to collect personal or biometric data (as defined by applicable privacy legislation, and which may include but shall not be limited to fingerprints, DNA or RNA samples, photographs, or signatures) from QIAGEN employees who will perform services on Customer's premises or enter Customer's facilities for other business reasons. Customer will bear all costs associated with the collection of such data, and Customer agrees to comply with all applicable data privacy and security laws and regulations in collecting, storing, handling,

and using such personal and/or biometric data, and will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of Customer's breach of such applicable data privacy and security laws or regulations, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of any purchase or service agreement between the parties, whether by expiration of time, by operation of law, or otherwise.

16. FORCE MAJEURE

QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, delays in delivery, explosions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event, QIAGEN shall (a) promptly notify the Customer in writing and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than one calendar month, QIAGEN may terminate this Agreement without liability upon written notice to the Customer.

17. TERMINATION

- a. Either party may terminate the Service Agreement: (1) if the other party defaults in its obligation(s) hereunder, provided that such default is not cured within thirty (30) days upon written notice to the defaulting party; or (2) any of the following events occurs: (i) distress or execution is levied against any of the other's assets and is not paid or discharged within seven days; or a judgment against the other remains unsatisfied for more than seven (7) days; or a receiver is appointed with respect to any of the other's assets; (ii) a petition is presented for the winding up of, or for an administration order to be made in relation to the other; or a resolution is passed for the other's winding up (other than a members' voluntary winding up for the purposes of a bone fide amalgamation or reconstruction) or (iii) any event in a foreign jurisdiction analogous to, or comparable with, (i) and (ii) above, QIAGEN may terminate the Service Agreement in case of the sale or dissolution of the company of the Customer.
- b. Except as permitted by clause 17(a), Customer shall not terminate the Service Agreement without the prior written consent of QIAGEN. If Customer seeks early termination for any reason other than those permitted by clause 17(a), Customer shall not be entitled to a refund or credit of any kind. QIAGEN may agree to such early termination in its sole discretion, in which case an administrative fee in the amount of 15% of the total value of the Service Agreement may be collected from the Customer. Customer agrees that the amount of this fee reflects a reasonable estimation of QIAGEN's costs and losses associated with such early termination.
- c. A termination hereunder shall not affect any rights or obligations of either party which have accrued prior to termination. Articles 10 and 12 through 19 hereof shall survive the termination of the Service Agreement, as well as such other provisions as may be necessary to interpret any of the foregoing.

18. GOVERNING LAW AND ARBITRATIONS; CLASS ACTION WAIVER

- a. **Governing Law.** Subject to Section 18(e), this Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed, unless otherwise prohibited by law, 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.
- b. **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.
- c. 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, unless the parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, DC or that the laws of a State other than Maryland governs. To the extent permitted by applicable 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.

- d. **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.
- e. 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.
- f. **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.
- g. **Right to Seek Injunctive Relief.** This Agreement does not preclude either party from seeking injunctive relief in a court of law in accordance with applicable law.

19. MISCELLANEOUS

- a. Assignment: The Service Agreement is not assignable or transferable by either party, in whole or in part, except with the written consent of the other party, except that QIAGEN may assign to an affiliate or successor without prior written consent.
- b. Waiver: The failure of either party to enforce any of the terms or conditions hereof shall not be deemed a waiver of such party's right to enforce these Terms.
- c. Modification: These Terms shall not be modified or amended except in a written agreement signed by an authorized representative of each party.
- d. Severability: The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of the Terms, which shall remain in full force and effect.

APPENDIX A

Preventive Subscription

A Preventive Subscription Service Agreement includes the following benefits:

- Technical support
- Phone support during Standard Business Hours
- On-line support – 24 hours per day, 7 days per week
- One (1) onsite planned maintenance (PM) service per contract year
- Parts/consumables required for PM service as defined in the service manual
- 10% discount on labor, travel, and shipping costs for any repair service onsite or at Regional Repair Center (RRC)
- 10% discount from list price for spare parts
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons).

APPENDIX B

Core Agreement

A Core Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line Support – 24 hours per day, 7 days per week
- One (1) repair service on-site or at Regional Repair Center (RRC) per contract year including labor , travel, spare parts, and shipping costs (repair for failure under normal use) during Standard Business Hours
- One (1) on-site planned maintenance (PM) service per contract year
- Five business days onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m. CLT (Customer Local Time)/ 1:30 p.m. CET*
 - Up to 10 business day turnaround time for instruments repaired in RRC
- Parts for one repair service and one PM service.
- 10% discount from list price for additional repair service visits and replacement spare parts within a contract year. (Replacement and/or repair for failures under normal use.)
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)

Note: Provision for loaner instruments not included.

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

APPENDIX C

Full Agreement

A Full Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line support – 24 hours per day, 7 days per week
- Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair service on-site or at Regional Repair Center (RRC) including labor, travel, and shipping costs (repair for failure under normal use) during Standard Business Hours
- Two business days onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m. CLT (Customer Local Time)/ 1:30 p.m. CET *
 - Up to 10 business-day turnaround time for instruments repaired in RRC
- Full parts coverage
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Remote LIS Integration support[†]
- Remote monitoring support to assess functional or technical instrument issues[†]
- Loaner instrument when applicable (valid for select instruments only, not available in all countries)

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

[†] For select instruments only. May require purchase of added services.

APPENDIX D

Premium Agreement

A Premium Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line support – 24 hours per day, 7 days per week
 - Special hotline number (service in English)
- Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair service on-site or at Regional Repair Center (RRC) including labor, travel, and shipping costs (repair for failure under normal use) during Standard Business Hours
- Next business day onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m. CLT (Customer Local Time)/ 1:30 p.m. CET) *
 - Up to 7 business days turnaround time for instruments repaired in RRC
- Full parts coverage
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Remote LIS Integration support[†]
- Remote monitoring support to assess functional or technical instrument issues[†]
- Loaner instrument when applicable (valid for select instruments only, not available in all countries)

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

[†] For select instruments only. May require purchase of added services.



Christina Navarro
San Bernardino County Public Health
150 E. Holt Blvd., 1st floor
Ontario, California
91761
Customer Number 44685

03/14/2024
QIAGEN LLC
19300 Germantown Road
Germantown
MD 20874-1415
USA
servicecontracts@qiagen.com

Hana Austria

hana.austria@qiagen.com

Quotation for Service Support Agreements - 240315US01768561HA

Dear Christina Navarro,

We would like to advise you that the Service Agreement for your instrument(s) is expiring shortly. To ensure the continued performance of your automated application, we suggest to renew this Service Agreement.

Attached to this letter, please find an agreement quotation. For renewal, please return a signed copy of the quotation together with your purchase order number. The Service Agreement will start upon the date indicated in the agreement text.

If you have questions, or if you would like more information, please contact us directly or visit us at www.qiagen.com. We look forward to help you in getting the most from your QIAGEN Instrumentation.

Sincerely,
Your QIAGEN Team



Agreement Number 240315US01768561HA

Quote requested by:

Christina Navarro

San Bernardino County Public Health

150 E. Holt Blvd., 1st floor

Ontario, California

91761

Phone: +19094589432

Fax: +19099863590

christina.navarro@dph.sbcounty.gov

Customer Number 44685

Quote Line Item Number	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
07845211	1	9237721	EZ1, Full Agreement	5,356.00	5,356.00
07845212	1	9237721	EZ1, Full Agreement	*5,730.00	*5,730.00
07845213	1	9237721	EZ1, Full Agreement	*6,132.00	*6,132.00
07845214	1	9237721	EZ1, Full Agreement	*6,561.00	*6,561.00
07845215	1	9237721	EZ1, Full Agreement	*7,020.00	*7,020.00

Quote Total [USD]: 30,799.00

Included Service Agreement Products:

Quote Line Item Number 07845211: EZ1, Full Agreement [Contract duration (in months): 12]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	5,356.00	5,356.00

Description:

Repair service delivery: onsite

Service response time (repair): 48 hours/2 business days

Periodic inspection/maintenance: yes, 1/agreement year

Inspection/maintenance delivery: onsite

Cost coverage for repair parts: yes, full coverage

Cost coverage for labor: yes, full coverage

Cost coverage for travel: yes, full coverage

Replacement system (Loaner) provision: not applicable

Transportation cost coverage: not applicable

Validity: 07/01/2024 - 06/30/2025

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306

Quote Line Item Number 07845212: EZ1, Full Agreement [Contract duration (in months): 12]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	5,730.00	5,730.00

Description:

Repair service delivery: onsite

Service response time (repair): 48 hours/2 business days

Periodic inspection/maintenance: yes, 1/agreement year

Inspection/maintenance delivery: onsite

Cost coverage for repair parts: yes, full coverage

Cost coverage for labor: yes, full coverage

Cost coverage for travel: yes, full coverage

Replacement system (Loaner) provision: not applicable

Transportation cost coverage: not applicable



Agreement Number 240315US01768561HA

Validity: 07/01/2025 - 06/30/2026

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306

Quote Line Item Number 07845213: EZ1, Full Agreement [Contract duration (in months): 12]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	6,132.00	6,132.00

Description:

Repair service delivery: onsite
Service response time (repair): 48 hours/2 business days
Periodic inspection/maintenance: yes, 1/agreement year
Inspection/maintenance delivery: onsite
Cost coverage for repair parts: yes, full coverage
Cost coverage for labor: yes, full coverage
Cost coverage for travel: yes, full coverage
Replacement system (Loaner) provision: not applicable
Transportation cost coverage: not applicable

Validity: 07/01/2026 - 06/30/2027

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306

Quote Line Item Number 07845214: EZ1, Full Agreement [Contract duration (in months): 12]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	6,561.00	6,561.00

Description:

Repair service delivery: onsite
Service response time (repair): 48 hours/2 business days
Periodic inspection/maintenance: yes, 1/agreement year
Inspection/maintenance delivery: onsite
Cost coverage for repair parts: yes, full coverage
Cost coverage for labor: yes, full coverage
Cost coverage for travel: yes, full coverage
Replacement system (Loaner) provision: not applicable
Transportation cost coverage: not applicable

Validity: 07/01/2027 - 06/30/2028

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306

Quote Line Item Number 07845215: EZ1, Full Agreement [Contract duration (in months): 12]

Cat No.	Payment	Unit Price [USD]	Total Price [USD]
9237721	Annual	7,020.00	7,020.00

Description:

Repair service delivery: onsite
Service response time (repair): 48 hours/2 business days
Periodic inspection/maintenance: yes, 1/agreement year
Inspection/maintenance delivery: onsite
Cost coverage for repair parts: yes, full coverage
Cost coverage for labor: yes, full coverage
Cost coverage for travel: yes, full coverage
Replacement system (Loaner) provision: not applicable
Transportation cost coverage: not applicable

Validity: 07/01/2028 - 06/30/2029

This agreement is valid for the following instrument:

EZ1 Advanced XL, L215A3306



Agreement Number 240315US01768561HA

Invoice	As listed under "Payment"
Terms	Net 30 Days upon Invoicing
Offer validity	Valid From: 03/15/2024 Valid To: 07/31/2024
Your Contact	Hana Austria Service Inside Sales hana.austria@qiagen.com

We would be pleased to receive your order. If you require any further information, please do not hesitate to contact us.

This offer was created electronically and is valid without signature.

This offer is expressly made conditional on customer's acceptance of QIAGEN's terms and conditions for sale and/or service, as applicable, found at [Terms and Conditions \(qiagen.com\)](https://www.qiagen.com/terms-and-conditions) (the 'QIAGEN Terms'). Customer's submission of a purchase order or similar documentation in response to this quotation is considered acceptance by the customer of the QIAGEN Terms regardless of any additional or different terms or conditions which may be contained within customer's purchase order, form terms and conditions (including on customer's website), or similar documentation ("Customer Terms"), all of which are hereby expressly rejected by QIAGEN unless expressly accepted by QIAGEN in writing. In the event of a conflict between the QIAGEN Terms and any terms expressly set forth on the face of this offer, the terms set forth on the face of this offer shall prevail. In the event that the parties have duly executed a master purchase or service agreement covering the products and/or services set forth in this offer, the terms and conditions of such signed agreement shall prevail over the QIAGEN Terms and Customer Terms.



January 2024

General Terms and Conditions for Service Agreements

1. DEFINITIONS

- a. "Customer" means the person or entity placing an order with QIAGEN for Equipment, Service or Parts, as identified in the attached quotation.
- b. "Equipment" means the molecular biology robotic workstations and/or any other instrumentation as specifically designated in the attached quotation.
- c. "Loaner instrument" means the instrument with specifications similar to the Equipment, made available to the Customer for the time necessary to provide the Service.
- d. "Part(s)" means the component good(s) sold or otherwise delivered to Customer by QIAGEN as may be required for the Service.
- e. "QIAGEN" means QIAGEN, LLC.
- f. "Response time" means the time from QIAGEN's logging of Customer's request for service following its receipt of all relevant information from the Customer as further detailed in Section 6(h) below, to QIAGEN's dispatch of a Service Specialist or receipt of the Equipment in the regional repair center ("RRC"), as applicable. In the event that QIAGEN determines in its sole discretion that a Service Specialist should be dispatched, QIAGEN will use commercially reasonable efforts to have the Service Specialist on site within the same period of time.
- g. "Service" means activities performed by QIAGEN, or by QIAGEN's authorized representative, including but not limited to, removal, maintenance, repair, overhaul, replacement, and inspection of Equipment.

- h. "Service Agreement" means the specific type of agreement entered into by Customer and QIAGEN for Service and/or Parts as specified on the attached quotation and further detailed in Appendices A through D attached hereto, as applicable.
- i. "Standard Business Hours" means 8 a.m. to 5 p.m. Monday through Friday, excluding U.S. national holidays.

2. TERMS AND CONDITIONS

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

3. ELIGIBILITY

- a. Equipment is automatically deemed eligible for inclusion under a Service Agreement, provided that it is located in North America and covered by a valid QIAGEN warranty or pre-existing QIAGEN Service Agreement immediately prior to the commencement date of the new coverage period, and previous Service has been exclusively performed by QIAGEN or QIAGEN's authorized representative.
- b. Equipment not falling within clause 3(a) shall be subject to inspection and possible repair by QIAGEN, before being deemed eligible for inclusion under a Service Agreement. QIAGEN shall notify Customer of its eligibility for coverage under a Service Agreement. Customer shall be charged QIAGEN's standard non-contract rates in effect at that time for all labor, Part(s) and other expenses incurred for this inspection and for any corrective maintenance required to restore the Equipment to a state of eligibility for inclusion under a Service Agreement. The Service Agreement shall be purchased within thirty (30) days of such approval, and the commencement date of the Service Agreement shall be designated as the day following of such approval. If the purchase of the Service Agreement is not accomplished within such thirty (30) days, another inspection and approval shall be required by QIAGEN and shall be performed at QIAGEN's non-contract standard rates.
- c. Unless otherwise specifically agreed in writing by QIAGEN, the Service Agreement will not cover any Equipment: (i) which has been misused, or subjected to unusual physical or electrical stress; (ii) which is modified by Customer without the prior consent of QIAGEN; (iii) which has been serviced, or had service attempted, by anyone other than QIAGEN, or QIAGEN's authorized representatives; (iv) which has been relocated, including, but not limited to outside the contiguous geographic borders of the country, without the prior consent of QIAGEN; (v) which resides in a location where QIAGEN has insufficient resources to provide adequate Service; or (vi) which has been used for more than seven (7) years from declaration by QIAGEN as obsolete.

4. COMMENCEMENT AND TERM

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

5. SERVICE

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

- b. All Service shall be performed during QIAGEN's normal working hours i.e., 8:00 AM to 5:00 PM in the time zone where work is to be performed, Monday to Friday (except for QIAGEN's published or National holidays), unless otherwise expressly agreed in writing by QIAGEN.
- c. For Services performed or Parts delivered not required by this Service Agreement, QIAGEN's standard rates will apply. QIAGEN may subcontract its duties hereunder to a third party without the consent of Customer. Unless expressly stated in the Service Agreement, coverage does not include (i) the supply of consumables and accessories (including, without limitation, lamps, glass parts, paper, filters, syringes, peristaltic pump tubing, air filters, diskettes, ink ribbons, lighting connections, columns, thermostatic plates, detectors, spacers and chemicals); (ii) any supplied computer(s), computing equipment and accessories outside of the manufacturer warranty; (iii) the recovery of data in the event of loss or damage to data carriers (including without limitation hard drives) and/or software; (iv) modification to or relocation of Equipment, or (v) application assistance for protocol/method development or Customer training. Any of the foregoing if not covered by the Service Agreement can be quoted and performed separately by QIAGEN.
- d. QIAGEN in its sole discretion may decide on the Equipment being repaired at the RRC and will use commercially reasonable efforts to provide the Customer with a Loaner Instrument either included as part of the Customer's Service Agreement or for a fee to ensure the continuity of Customer's operations.

6. CUSTOMER'S RESPONSIBILITIES

- a. Customer shall maintain an Appropriate Environment for the Equipment and shall perform the necessary planned maintenance checks for the Equipment according to the procedures specified by QIAGEN to prevent Equipment failure, including without limitation the leakage of lubricating fluids, hydraulic fluids and oils. "Appropriate Environment" means, but is not limited to, the storage or operation of the Equipment on a level surface, free of impacts and shocks, and in an ambient atmosphere the temperature, pressure, and particle content of which have at all times been within the tolerances of the Equipment as specified by QIAGEN.
- b. If the Service Agreement includes corrective repair service, Customer shall promptly notify QIAGEN of Equipment failure and allow QIAGEN on request full and free access to the Equipment, subject to compliance with the applicable site policies.
- c. Customer shall provide the consumable supplies which are required for the Service, unless otherwise noted in the Service Agreement. Upon request by QIAGEN, Customer agrees to provide reasonable facilities required for the Service, such as secure storage space, a designated work area with adequate heat and lighting, and a local telephone line.
- d. Customer shall save a backup file of data including, without limitation, parameter and performance data for the Equipment before the Service is provided by QIAGEN. In addition, Customer shall be responsible for removing any Protected Health Information from the instrument prior to service.
- e. Customer shall confirm in writing after the Service is provided by QIAGEN that the Equipment is in good operating condition and is functioning as intended. Such written confirmation may be accomplished via Customer's signature on the QIAGEN Field Service Report.
- f. Customer shall maintain a safe working environment for QIAGEN's service personnel and provide them with any appropriate information on the measures to take in case of an emergency. Without limiting the foregoing, Customer shall ensure that the working environment for QIAGEN's service personnel complies with all applicable Centers for Disease Control (CDC) guidelines.

- g. Customer shall designate a contact person who is suitably experienced with the Equipment.
- h. In connection with each Service request, the Customer shall submit all information necessary to properly diagnose and troubleshoot the fault reported (including, without limitation logfiles, error codes, photos). QIAGEN reserves the right to withhold dispatching a Service Specialist if the Customer fails to provide adequate information as requested by QIAGEN.
- i. Once the Equipment is repaired and shipped back to Customer, the Loaner Instrument shall be returned to QIAGEN, at QIAGEN's cost, within five (5) working days. QIAGEN reserves the right to assess a late charge of \$200 for each day of delay beyond the fifth (5th) working day.

7. DELIVERY AND PERFORMANCE

- a. Dates and time given for completion of Service or delivery of Part(s) are given as estimates only and shall not constitute a term or condition of the Service Agreement. Time shall not be of the essence. While QIAGEN will use commercially reasonable efforts to meet any time estimate, it reserves the right to amend any estimate.
- b. QIAGEN will deliver Part(s) in such installments as it considers expedient. Failure by QIAGEN to deliver one or more installments shall not entitle Customer to claim compensation or to terminate or suspend the Service Agreement or reject those or subsequent deliveries.
- c. Shipping shall be executed CPT location of intended recipient (Incoterms® 2020) if location of intended recipient is within the European Union, and, in case of any cross-border transport from or to countries outside of the European Union, FCA (Incoterms® 2020) QIAGEN's logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location QIAGEN may direct; all alternatives if not otherwise mutually agreed.

- d. Customer shall, until payment in full has been made, keep Part(s) in good merchantable condition and fully insure them on QIAGEN's behalf for not less than the price payable to QIAGEN and all the proceeds of such insurance shall be held automatically in favor of QIAGEN. Customer grants QIAGEN an irrevocable license to enter Customer's premises to recover any Part(s) or other materials which are QIAGEN's property.

8. PRICES

Prices for the Service Agreement shall be the lesser of QIAGEN's List Price in effect at the time of the Start Date or the price listed on the quotation attached hereto. QIAGEN shall be entitled to increase the prices at any time with thirty (30) calendar days' notice. Unless otherwise specified in writing by QIAGEN or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes. Customer shall pay all such fees, duties, and taxes in the manner and at the rate prescribed by the relevant authority or reimburse QIAGEN for all federal, state, or local sales, use or other taxes, fees or duties arising out of their agreement or the transactions contemplated by their agreement, if any (other than taxes based on QIAGEN's net income).

9. PAYMENT

- a. The payment for the Service and Part(s) shall be made by Customer net (a) in accordance with the payment conditions set forth in the Service Agreement or, failing any such conditions being specified therein and in the case of Services or Part(s) being supplied outside the scope of the Service Agreement, (b) thirty (30) days after the invoice date. For the avoidance of doubt, Customer shall not be entitled to any discount specified in the Service Agreement in the event of an invoice being issued under the foregoing case. Unless otherwise required by applicable law, QIAGEN may supply electronic invoices in lieu of paper-based invoices. If QIAGEN deems in its sole discretion that by reason of the financial condition of Customer or otherwise,

the continuance or production or shipment on the terms specified is not justified, QIAGEN may require full or partial payment in advance.

- b. Payment by check, credit card, or wire transfer will be effective only after these instruments have cleared and been paid. Credit cards will be accepted at time of each order only for processing on invoice date. Any discounts and expenses shall be borne by Customer.
- c. 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.
- d. Upon default and placing of Customer's account for collection or repossession of equipment, Customer agrees to reimburse collection costs, legal fees and court costs incurred by QIAGEN in connection therewith.
- e. TAXES. Taxes will be based on shipment destination and any applicable local/state taxes are the responsibility of Customer. In those states where QIAGEN collects local/state sales taxes, QIAGEN will add such taxes to the invoices and remit to the appropriate taxing authority. If Customer is a not-for-profit corporation or otherwise exempt from the payment of Federal, state or local excise, sales or use taxes, Customer shall provide QIAGEN with written notice of such exempt status with purchase order and QIAGEN shall reflect such exemptions in its invoice(s). Customer will provide QIAGEN with tax exemption numbers and certificates prior to first order.

10. WARRANTIES

- a. QIAGEN warrants that Part(s) shall be free from defects and conform to QIAGEN's specifications, if any, under normal use and service for a period of three (3) months from the date of job completion. This warranty shall not cover consumable goods in normal use or those of limited life, and QIAGEN only warrants that, at the time of shipment, such goods meet applicable specifications furnished or approved by QIAGEN.
- b. QIAGEN warrants that any Service or other work performed by it shall be carried out by specially trained and equipped QIAGEN personnel or authorized representatives.
- c. QIAGEN warrants that the work performed under the terms of this Service Agreement will be free from defects in workmanship. This warranty shall last for a period of thirty (30) calendar days from the completion of authorized repairs. During the warranty period, QIAGEN will, at its sole cost and expense, correct any defects in workmanship related to repairs performed under this Service Agreement. This warranty covers labor only and does not extend to Part(s).
- d. The foregoing warranties are exclusive and in lieu of all other warranties, whether expressed or implied, written or oral, statutory or otherwise, including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose or merchantability.

11. HEALTH AND SAFETY

- a. Customer shall ensure that its employees, subcontractors, and agents working in the immediate and adjacent areas where the Equipment is located are adequately trained in and comply with all relevant and applicable health and safety regulations. Customer will further ensure that an appropriately trained employee of Customer or third party authorized by Customer remains within visual range of QIAGEN's personnel during the performance of Service on the Equipment.

- b. Without limiting the generality of the foregoing, Customer shall ensure that the Equipment is disinfected and decontaminated prior to the performance of Service thereon by QIAGEN's personnel or authorized representatives and, if such Equipment is located within a Biosafety Level 3 laboratory, Customer will, as directed by QIAGEN, either move the Equipment from the laboratory to another suitable location for Service or inactivate the laboratory prior to Service. QIAGEN shall have no obligation to provide Service in environments that it deems unsafe for its personnel or representatives in its sole discretion, nor any liability to Customer for its refusal to provide Service in such situations.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL QIAGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, LOSS OF PROFITS OR PRODUCTION DAMAGES RESULTING FROM THE EQUIPMENT OR PARTS, OR CAUSED BY INSTALLATION, MAINTENANCE OR OTHER PERFORMANCE BY QIAGEN UNDER THESE TERMS AND THE SERVICE AGREEMENT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT OR TORT. SAVE IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED BY QIAGEN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, QIAGEN'S TOTAL LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF OR IN RELATION TO THE SERVICE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO QIAGEN WITH REGARD TO THE SERVICE AGREEMENT. ANY CLAIM FROM THE CUSTOMER SHALL BE TIME BARRED ONE YEAR AFTER THE DAMAGE WAS CAUSED.

13. SOFTWARE LICENSE

The Software contained in the Equipment or Part(s) ("Software"), if any, shall be disclosed to Customer in confidence and shall be licensed to Customer for Customer's internal use only and for the life of the Equipment or Part(s). Customer agrees that the Software is the intellectual and proprietary property of QIAGEN or its licensor and that the title to, ownership of and the copyright of the Software shall remain with QIAGEN or its licensor. Customer agrees not to copy, reproduce, or modify the Software and shall not make the Software available to any other parties by means of sale, lease, rental, license or otherwise, without the prior written consent of QIAGEN. Customer further agrees not to alter or remove any copyright, trade secret, patent, proprietary, and/or other legal notices contained in the Software.

14. CONFIDENTIALITY

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

15. DATA PRIVACY

The parties acknowledge that in certain circumstances, for business and safety reasons, Customer may wish to collect personal or biometric data (as defined by applicable privacy legislation, and which may include but shall not be limited to fingerprints, DNA or RNA samples, photographs, or signatures) from QIAGEN employees who will perform services on Customer's premises or enter Customer's facilities for other business reasons. Customer will bear all costs associated with the collection of such data, and Customer agrees to comply with all applicable data privacy and security laws and regulations in collecting, storing, handling,

and using such personal and/or biometric data, and will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of Customer's breach of such applicable data privacy and security laws or regulations, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of any purchase or service agreement between the parties, whether by expiration of time, by operation of law, or otherwise.

16. FORCE MAJEURE

QIAGEN shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, delays in delivery, explosions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of QIAGEN's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event, QIAGEN shall (a) promptly notify the Customer in writing and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than one calendar month, QIAGEN may terminate this Agreement without liability upon written notice to the Customer.

17. TERMINATION

- a. Either party may terminate the Service Agreement: (1) if the other party defaults in its obligation(s) hereunder, provided that such default is not cured within thirty (30) days upon written notice to the defaulting party; or (2) any of the following events occurs: (i) distress or execution is levied against any of the other's assets and is not paid or discharged within seven days; or a judgment against the other remains unsatisfied for more than seven (7) days; or a receiver is appointed with respect to any of the other's assets; (ii) a petition is presented for the winding up of, or for an administration order to be made in relation to the other; or a resolution is passed for the other's winding up (other than a members' voluntary winding up for the purposes of a bone fide amalgamation or reconstruction) or (iii) any event in a foreign jurisdiction analogous to, or comparable with, (i) and (ii) above, QIAGEN may terminate the Service Agreement in case of the sale or dissolution of the company of the Customer.
- b. Except as permitted by clause 17(a), Customer shall not terminate the Service Agreement without the prior written consent of QIAGEN. If Customer seeks early termination for any reason other than those permitted by clause 17(a), Customer shall not be entitled to a refund or credit of any kind. QIAGEN may agree to such early termination in its sole discretion, in which case an administrative fee in the amount of 15% of the total value of the Service Agreement may be collected from the Customer. Customer agrees that the amount of this fee reflects a reasonable estimation of QIAGEN's costs and losses associated with such early termination.
- c. A termination hereunder shall not affect any rights or obligations of either party which have accrued prior to termination. Articles 10 and 12 through 19 hereof shall survive the termination of the Service Agreement, as well as such other provisions as may be necessary to interpret any of the foregoing.

18. GOVERNING LAW AND ARBITRATIONS; CLASS ACTION WAIVER

- a. **Governing Law.** Subject to Section 18(e), this Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed, unless otherwise prohibited by law, 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.
- b. **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.
- c. 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, unless the parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, DC or that the laws of a State other than Maryland governs. To the extent permitted by applicable 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.

- d. 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.
- e. 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.
- f. 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.
- g. Right to Seek Injunctive Relief. This Agreement does not preclude either party from seeking injunctive relief in a court of law in accordance with applicable law.

19. MISCELLANEOUS

- a. Assignment: The Service Agreement is not assignable or transferable by either party, in whole or in part, except with the written consent of the other party, except that QIAGEN may assign to an affiliate or successor without prior written consent.
- b. Waiver: The failure of either party to enforce any of the terms or conditions hereof shall not be deemed a waiver of such party's right to enforce these Terms.
- c. Modification: These Terms shall not be modified or amended except in a written agreement signed by an authorized representative of each party.
- d. Severability: The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of the Terms, which shall remain in full force and effect.

APPENDIX A

Preventive Subscription

A Preventive Subscription Service Agreement includes the following benefits:

- Technical support
- Phone support during Standard Business Hours
- On-line support – 24 hours per day, 7 days per week
- One (1) onsite planned maintenance (PM) service per contract year
- Parts/consumables required for PM service as defined in the service manual
- 10% discount on labor, travel, and shipping costs for any repair service onsite or at Regional Repair Center (RRC)
- 10% discount from list price for spare parts
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons).

APPENDIX B

Core Agreement

A Core Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line Support – 24 hours per day, 7 days per week
- One (1) repair service on-site or at Regional Repair Center (RRC) per contract year including labor , travel, spare parts, and shipping costs (repair for failure under normal use) during Standard Business Hours
- One (1) on-site planned maintenance (PM) service per contract year
- Five business days onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m. CLT (Customer Local Time)/ 1:30 p.m. CET *
 - Up to 10 business day turnaround time for instruments repaired in RRC
- Parts for one repair service and one PM service.
- 10% discount from list price for additional repair service visits and replacement spare parts within a contract year. (Replacement and/or repair for failures under normal use.)
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)

Note: Provision for loaner instruments not included.

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

APPENDIX C

Full Agreement

A Full Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line support – 24 hours per day, 7 days per week
- Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair service on-site or at Regional Repair Center (RRC) including labor, travel, and shipping costs (repair for failure under normal use) during Standard Business Hours
- Two business days onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m. CLT (Customer Local Time)/ 1:30 p.m. CET *
 - Up to 10 business-day turnaround time for instruments repaired in RRC
- Full parts coverage
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Remote LIS Integration support[†]
- Remote monitoring support to assess functional or technical instrument issues[†]
- Loaner instrument when applicable (valid for select instruments only, not available in all countries)

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

[†] For select instruments only. May require purchase of added services.

APPENDIX D

Premium Agreement

A Premium Agreement includes the following benefits:

- Technical support
 - Phone support during Standard Business Hours
 - On-line support – 24 hours per day, 7 days per week
 - Special hotline number (service in English)
- Planned maintenance (PM) service according to manufacturer's recommendation
- Unlimited repair service on-site or at Regional Repair Center (RRC) including labor, travel, and shipping costs (repair for failure under normal use) during Standard Business Hours
- Next business day onsite response time from case creation
 - Cut-off time: NA – 3:30 p.m.CLT (Customer Local Time)/ 1:30 p.m. CET) *
 - Up to 7 business days turnaround time for instruments repaired in RRC
- Full parts coverage
- Software updates carried out during service – bug fixes, patches, user experience changes (does not include new functionality add-ons)
- Remote LIS Integration support[†]
- Remote monitoring support to assess functional or technical instrument issues[†]
- Loaner instrument when applicable (valid for select instruments only, not available in all countries)

* Response time begins when all requested information (i.e. log files, error codes, photos, etc.) to properly diagnose and troubleshoot the error reported are provided to QIAGEN.

† For select instruments only. May require purchase of added services.