



Type	Standard Purchase Order
Order	731758X
Revision	0
Order Date	06-MAY-2015
Please Note	This purchase order number must appear on all invoices, packing lists, cartons and correspondence related to this order.

Supplier: **SEQUENCE, INC.**
2500 GATEWAY CTR BLVD,
STE 850
27560, NC MORRISVILLE
United States

Ship To: **133 Boston Post Rd.**
Weston, MA 02493
United States

Bill To: **BIOGEN IDEC/ Accounts Payable**
PO Box 425025
CAMBRIDGE, MA 02142
United States

Payment Terms			
NT30:NET 30			
Buyer	Buyer Contact / Telephone	Buyer Fax	Buyer Email
Yayo, Ayobami		Fax: 858-795-9238	ayobami.yayo@biogenidec.com

Notes: All dates referenced in this document are in GMT-5 America/New_York

Line	Part Number / Description	Delivery Date	Amount (USD)
1	Outsourced services - Freezerworks Validation consult work - SEQUENCE, INC. - Needed: 05/11/2015 - 08/31/2015 - @\$6,778/month - Account 772500	07-MAY-2015	25,080.00
	Deliver To: Ault, Janeen janeen.ault@biogen.com		
			Total: 25,080.00 (USD)

Please notify the buyer immediately if you see any discrepancies or errors with this Purchasing Order. Do not change any part numbers, quantities, or items unless authorized by the buyer in writing before the items are shipped or invoiced. All packages must reference the PO number in the packing slip on the outside of the BOX. All invoices must reference the PO #. If you do not follow all of the above instructions, your invoice payments may be delayed or not paid.

To expedite processing of your invoice, email a PDF invoice (one invoice per PDF attachment) referencing the Biogen Idec PO Number to: **poinvoices@biogenidec.com**
If you are emailing your invoice, please do not mail the original invoice.

For payment inquiries please email: finance.help@biogenidec.com

1. **OFFER AND ACCEPTANCE** -- This purchase order is an offer by Biogen Idec. and its affiliates ("Buyer") to seller and is not an acceptance of any prior offer made to Buyer by seller. Acceptance of this offer is expressly conditional on seller's assent to its terms. Buyer objects to any additional terms. In the case of goods, **DO NOT SHIP** the goods ordered under this purchase order unless you intend to be bound by all of the terms and conditions of this offer, as shipment by seller of the goods ordered shall constitute acceptance of this offer to purchase. In the case of services, **DO NOT BEGIN** **PERFORMING SERVICES** under this purchase order unless you intend to be bound by all of the terms and conditions of this offer, as seller's initiation of services shall constitute acceptance of this offer to purchase. Except as expressly contemplated by a separate agreement signed by Buyer and seller and Section 2 of this purchase order, this purchase order shall be the final written expression of agreement between Buyer and seller, constituting the entire contract between Buyer and seller and superseding all previous communications, either oral or written. Terms and conditions of seller's business forms inconsistent with the terms and conditions of this purchase order shall not become part of any resulting contract.

2. **PAYMENT TERMS** -- Seller shall invoice Buyer within thirty (30) days after delivery of goods or completion of the performance of the services. Buyer shall make full payment of all undisputed amounts to seller at the address specified on the invoice no later than thirty (30) days from the date of invoice. Title to goods shall pass to Buyer upon delivery of the goods to the location(s) specified in the applicable purchase order. The prices for such goods and/or services shall be those set forth in an attachment to this purchase order. All prices are exclusive of any federal, state, county or municipal sales or use taxes, excise or similar charges, or any other tax assessment charged on the sale or transportation of goods or services sold under this purchase order, which taxes and charges (other than taxes assessed against income) shall be paid to Buyer.

3. **DELIVERY TERMS** -- All shipments of goods shall be made F.O.B. destination. Seller will arrange shipments of goods on commercially reasonable terms and in accordance with the applicable delivery date specified on this purchase order. Seller shall pay for all normal freight and all special handling or air express charges incurred at Buyer's request or as necessary due to the type of goods being delivered, including, without limitation, hazardous materials fees (where applicable), ice and container charges (where applicable) and other product-specific charges; provided that Buyer shall reimburse seller for all such shipment costs. Seller shall insure goods to the delivery location specified on this purchase order and such costs shall be reimbursed by Buyer. Risk of loss and damage to goods shall pass to Buyer at the time Buyer takes title to the goods pursuant to this purchase order, subject to the "Returned Goods" section of this purchase order. In the event that the actual delivery date will fall more than ten (10) days after the delivery date requested on this purchase order, seller shall notify Buyer in writing of such delay and shall specify a new delivery date. If such new delivery date falls more than thirty (30) days after the delivery date requested on this purchase order, Buyer will have the right without liability to cancel this purchase order.

4. **WARRANTY** -- Seller expressly warrants to Buyer that all goods and services covered by this purchase order are free from defects in material and workmanship and conforms to specifications, designs, drawings, samples and other descriptions provided by Buyer to seller. All warranties for goods and services shall continue for a period of three (3) months from the date of delivery, in the case of goods, and three (3) months from the date of the completion of each service, in the case of services. Buyer's remedy in the event of a breach of any of the warranties contained herein shall be, at Buyer's option, either (a) the repair or replacement by seller of the defective goods or the re-performance of the defective service or (b) the reimbursement to Buyer of the purchase price Buyer paid for such defective goods or services. Except as set forth in this section, no other express or implied Warranty is made with respect to the goods or services purchased under this purchase order. All other Warranties, express or implied, including without limitation, the implied Warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller. Except as set forth in Section 5, neither party shall be liable to the other for indirect, special, incidental or consequential damages resulting from any breach of this purchase order.

5. **COMPLIANCE WITH LAWS; INDEMNIFICATION** - Seller shall comply with and give all notices required by any law, ordinance, rule, regulation and lawful order relating to seller's performance of this purchase order. Seller shall notify Buyer if it becomes aware of any non-compliance with such laws, ordinances, rules, regulations and orders by seller in connection with this purchase order and shall take all appropriate action necessary to ensure compliance by itself and by its subcontractors (if any) with such laws, ordinances, rules, applicable regulations and orders.

Seller agrees to defend, indemnify and hold harmless buyer from and against all claims, losses and costs, including reasonable attorney fees, to the extent caused by seller's negligent acts or omissions, including but not limited to (i) Seller's material breach of this purchase order and (ii) any violation of any law, ordinance, rule, regulation or lawful order applicable to seller's performance under this purchase order. Seller further agrees to defend, indemnify and hold harmless buyer against any and all claims, losses and costs relating to any damage to or loss of buyer's real or tangible property and/or injury to or death of any person arising directly from the use of the goods or asserted against an employee of Seller at any of buyer's sites. Seller further agrees to defend, indemnify and hold harmless Buyer from and against any and all claims, losses and costs for actual or alleged infringement of any patent, invention, design, trademark or copyright arising from the purchase, use or sale of goods or services under this purchase order, except where such infringement or alleged infringement arises directly from of Buyer's designs for such goods.

6. **CONFIDENTIALITY** -- Seller may receive confidential scientific, technical or commercial information or data related to Buyer's business, products, programs, research, manufacturing processes, inventions, know-how or technologies (such information and data, and any information derived from such information, shall be referred to as "Confidential Information"). Seller agrees to treat all Confidential Information as the confidential and exclusive property of Buyer and agrees not to disclose or distribute any such Confidential Information to any third party unless (1) such disclosure is necessary for the seller to perform requested services for Buyer and (2) Buyer consents to such disclosure in writing. The seller shall take all reasonable steps to ensure that the Confidential Information shall not be used by seller's directors, officers, employees, subcontractors, consultants or agents, except on like terms of confidentiality and non-use as set forth in this Section.

7. **INSPECTION; RETURNED GOODS** -- Buyer shall be responsible for inspecting all goods shipped hereunder and providing seller with written notice of its rejection of any such goods within thirty (30) days of the actual delivery date; provided that, if Buyer shall not have given seller written notice of rejection within such thirty (30) day period, the goods shall be deemed to have been accepted by Buyer. Except for those goods rejected pursuant to this Section, no goods shipped under this purchase order may be returned without the express prior authorization of seller.

8. **RECALL** -- In the event that seller recalls or otherwise removes any of the goods purchased hereunder, or any lot of such goods from the market, seller shall notify Buyer thereof, and give continuing information thereon. Should any quantity of the goods supplied pursuant hereto be subject to a recall procedure in any market whatsoever, and should such recall procedure be conducted by or under the responsibility of Buyer, then seller shall reimburse Buyer for any and all costs and expenses incurred in connection with such recall procedure.

9. **CHANGES** -- Buyer reserves the right, upon written notice, to make changes in or additions to drawings, specifications or instructions for the goods or services covered by this purchase order, and seller agrees to comply with such change orders, provided that, the prices and/or time of performance of such goods and/or services shall be subject to equitable adjustment and this order will be modified in writing accordingly; provided further that, that any claim for equitable adjustment must be asserted by seller within twenty (20) days after the change order is delivered to seller.

10. **CANCELLATION** -- Buyer reserves the right to terminate this order in whole or in part (a) upon any default on the part of seller not cured within fifteen (15) days after written notice thereof given to seller, or (b) at Buyer's discretion, upon written notice to seller and reimbursement of seller's reasonable costs related to such cancelled order.

11. **BUYER-FURNISHED PROPERTY** - All property, including without limitation, drawings, specifications, photographs and other engineering information, patterns, molds, dies, equipment and materials furnished by Buyer to seller shall remain Buyer's property and shall be returned to Buyer upon request or when no longer needed for performance hereunder. Risk of loss of or damage to such property shall be assumed by seller while the same is in its possession.

12. **INSURANCE** - Seller shall maintain such insurance as is customary in its industry or as otherwise requested by Buyer in writing. Upon request, seller's insurance policies shall name Buyer as an insured party furnish to Buyer certificates indicating such coverage.

13. **ASSIGNMENT** -- Seller shall not assign its rights, obligations or responsibilities under this purchase order without the prior written consent of Buyer.

14. **DEFINITION OF SELLER** -- The term "seller" as used in this purchase order means the seller itself plus any and all subcontractors, independent contractors and all classes of persons performing any type of work in connection with this purchase order.

15. **EQUAL OPPORTUNITY, AFFIRMATIVE ACTION** -- When non-exempt government procurement is involved, performance under this order is subject to the provision of Executive Orders Nos. 11246, 11701 and 11758. The Rehabilitation act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and all applicable amendments thereto and rules and regulations issued hereunder

16. **GOVERNING LAW** -- This purchase order shall be governed by and construed in accordance with the laws of the state of Delaware.

17. **SEVERABILITY** -- The provisions of this purchase order shall be severable and if any provision of this purchase order shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of the purchase order, disregarding such invalid portion, shall continue in full force and effect as though such invalid portion had not been contained herein.