**STATEMENT OF WORK**

**This Statement of Work (the “SOW”) is entered into:**

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| Effective as of: | **12 OCT 2016** (the “SOW Effective Date”) |
| by and between: | **Bristol-Myers Squibb Company (“BMS”)** |
| and |
| **Sequence, Inc.** **(“Service Provider”)** |

**pursuant to:**

|  |  |
| --- | --- |
| The IT Services Agreement (the “Agreement”) effective as of: | **14 JUNE 2012 and as amended on 01 JUNE 2015** |
| by and between: | **BMS** |
| and |
| **Service Provider** |

The terms and conditions of the Agreement are incorporated into this SOW [Sequence SOW #1111, rev 0] by reference. In the event of a conflict between the Agreement and a SOW, the terms of the Agreement shall prevail. All capitalized terms have the respective meanings given to them in the Agreement.

1. SOW Term. This SOW is effective as of the SOW Effective Date and continues in full force and effect until the earlier of (a) Acceptable completion of the Services or Dec. 31, 2016 and (b) termination in accordance with the terms of the Agreement (the “SOW Term”).

2. Description of Services.

Sequence will finalize configuration and implement the Humacao Sprycel Hierarchy in the GMS Discoverant system at BMS. Services will include communication/meetings with site and configuration, implementation and validation of the hierarchy.

3. Deliverables.

Services may include, but are not limited to deliverables in the table below. Services are estimated to require two Sequence resources (1 data modeler, 1 validation expert) to complete this effort. BMS approved resources will perform the services. Services will be performed from the Sequence Compliance Center. The Hierarchy configuration, implementation and validation will be performed per relevant GxP and BMS policies and procedures.

| **Deliverables Description** | **Estimated Time** |
| --- | --- |
| Finalize Hierarchy Configuration (includes stress testing and any data modeling required per a deviation resolution) | 176 hours |
| Implement/Validate the Hierarchy (Author Validation Test Plan, Execute Validation Test Plan, Deviation Resolution, Author Summary Report) | 110 hours |
| Participate in Routine Project Team Meetings and Progress Reporting | Daily |

4. Acceptance Criteria.

Performance of Services and each Deliverable will be acceptable or not acceptable in the sole discretion of BMS.

5. Compensation.

In exchange for services, BMS will pay Sequence on a time and material plus expenses basis. Details of the cost estimate are listed below.

Resource Estimate:

Data Modeler – 176 hours @ $130/hour = $22,880

Validation Expert – 110 hours @ $105/hour = $11,550

Total Estimated Resource Cost: $34,430

BMS WILL ONLY PAY FOR SERVICES ACTUALLY AND PROPERLY PERFORMED UP TO A MAXIMUM OF $34,430 UNDER THIS SOW.

6. Estimated Reimbursable Expenses

Binder Shipping = $150.00

BMS WILL ONLY REIMBURSE PRE-APPROVED T&E FOR ACTUAL EXPENSES INCURRED UP TO A MAXIMUM OF $150.00 UNDER THIS SOW.

7. Assumptions/Clarifications

* All work will be invoiced to BMS at the agreed upon hourly rate contained in this agreement.
* Sequence will invoice BMS for each task performed in the amount of actual time it takes for the Sequence resource to complete the task multiplied by the hourly rate contained in this agreement.
* At the end of each month, Sequence will provide BMS a report of the time spent by each Sequence resource on the tasks within the scope of this agreement. BMS personnel will approve, in writing, this report before Sequence submits an invoice for the work.
* Sequence will invoice BMS at the beginning of each month for the work performed in the previous month.
* It is expected that Sequence will address tasks 5 days per week during normal business hours, excluding holidays and weekends.
* Sequence will invoice BMS at the hourly rate specified within this agreement with no provisions for overtime or holiday premiums.
* It will occasionally be required for Sequence personnel to travel to a BMS site or other location for the execution of tasks covered by this agreement. This travel will be pre-approved by BMS and must be in accordance with relevant BMS policies.
* Sequence will charge pass through costs where applicable (i.e. travel) that are pre-approved by BMS.

8. Invoicing.

(a) Service Provider shall send invoices via WebEDI

(b) Service Provider shall send invoice(s) only upon:

Sequence will invoice BMS for cost of services and any reimbursable expenses (reimbursable expenses - expenses incurred which are exclusive to producing a validation consulting deliverable for BMS) on a monthly basis for work done in the previous month.

Any changes to this SOW will be documented via an amendment agreed upon and signed by both BMS and Service Provider.

In order to demonstrate their agreement, the parties have executed this Statement of Work as of the Effective Date of this SOW.

Agreed and Accepted: Agreed and Accepted:

**Bristol-Myers Squibb Company Sequence, Inc.**

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| --- | --- | --- | --- |
| By: | {{\_es\_signer1\_signature               }} | By: | {{\_es\_signer2\_signature               }} |
| Name: | {{\_es\_signer1\_fullname                }} | Name: | {{\_es\_signer2\_fullname                }} |
| Title: | {{\_es\_signer1\_title                        }} | Title: | {{\_es\_signer2\_title                        }} |