

bluebird bio, Inc. Purchase Order Terms & Conditions

1. SERVICES & DELIVERABLES

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any bluebird bio, Inc. ("bluebird bio") purchase order (PO), in accordance with these Terms and Conditions. The PO and these Terms and Conditions are referred to collectively as the "Agreement". Upon acceptance of a PO, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any PO, whether Seller acknowledges or otherwise signs this Agreement or the PO, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized bluebird bio officer. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are different from or inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. bluebird bio hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods or prior to commencement of any Services. bluebird bio shall not be subject to any charges or other fees as a result of such cancellation.

2. PRICE AND COSTS

The PO shall not be filled at prices higher than those shown on the PO, unless such increased prices have been authorized by bluebird bio. There shall be no other costs apart from the price agreed between the parties and other costs, if any, shall be borne by the Seller.

3. DISCOUNTS

Discounts shall be calculated from the date the Goods are received by bluebird bio at the destination designated in the order.

4. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the PO. Delays in shipment shall be reported immediately by the Seller to bluebird bio. bluebird bio reserves the right to cancel this order in whole or in part if Seller should fail to make deliveries in accordance with the terms of the PO.

5. INVOICES; PAYMENT TERMS

Seller's invoices shall be rendered in the currency stipulated in the PO only and dated no earlier than the date of shipment of Goods, or completion of Services in full and no later than 30 days after delivery of Goods or Services. The bluebird bio PO number, "ship to" address(es), quantities, prices and remittance address, as well as a unique invoice number must be included on any invoices and related correspondence. Invoices must be routed via the delivery method and address noted as the "bill to" address on the PO. Invoices should include any supporting documentation, including any reimbursable costs or expenses, if agreed as part of the contract. Delay in receiving invoices, as well as errors or omissions will result in delay of payment. Unless otherwise specified, payment terms are net 30 days upon receipt of invoice from Seller.

6. CANCELLATION

bluebird bio may at any time terminate all or any part of this Agreement. Seller agrees that any termination charges shall be limited to actual costs of Goods and labor incurred prior to notice of termination to the Seller by bluebird bio and further agrees to take all reasonable steps to mitigate such costs.

7. CONFIDENTIALITY

Seller may acquire knowledge of bluebird bio Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such bluebird bio Confidential Information in confidence during and following termination or expiration of this Agreement. "bluebird bio Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by bluebird bio relating to the current or anticipated business or affairs of bluebird bio which is disclosed directly or indirectly to Seller. Seller agrees not to use, copy, alter or directly or indirectly disclose any bluebird bio Confidential Information except as necessary to fulfill its obligations under this Agreement. Additionally, Seller agrees to limit its internal distribution of bluebird bio Confidential Information to its employees who have a need to know the Confidential Information and who have signed nondisclosure agreements with provisions substantially similar to those

set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use or disclosure of bluebird bio Confidential Information. Seller further agrees not to use such bluebird bio Confidential Information for its own benefit or for the benefit of any third party. All bluebird bio Confidential Information is and shall remain the property of bluebird bio. Upon bluebird bio's written request or the termination of this Agreement, Seller shall return, transfer or assign to bluebird bio all bluebird bio Confidential Information, including all Work Product, as defined herein, and all copies thereof.

8. OWNERSHIP OF WORK PRODUCT

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to bluebird bio without having been designed, customized or modified for bluebird bio do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of bluebird bio. Seller hereby agrees to irrevocably assign and transfer to bluebird bio and does hereby assign and transfer to bluebird bio all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. bluebird bio will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that bluebird bio deems appropriate. Seller agrees: (a) to disclose promptly in writing to bluebird bio all Work Product in its possession; (b) to assist bluebird bio in every reasonable way, at bluebird bio's expense, to secure, perfect, register, apply for, maintain, and defend for bluebird bio's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in bluebird bio's name as it deems appropriate; and (c) to otherwise treat all Work Product as bluebird bio Confidential Information. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. Anything supplied by bluebird bio to Seller, including without limitation, all samples, tools, or equipment shall remain the sole and exclusive property of bluebird bio and Seller is granted a non-exclusive limited license, with the right to sublicense, to use the same solely to provide the Goods, Services and/or Work Product hereunder. Seller will ensure that its employees appropriately waive any and all claims and assign to bluebird bio any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against bluebird bio or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

9. CHANGES

bluebird bio may at any time make changes in the delivery schedules, drawings, quantities, designs and specifications but no change will be allowed unless authorized by bluebird bio in writing. bluebird bio may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this PO, an equitable adjustment shall be made, provided seller makes a written claim therefore within 15 days from the date of bluebird bio's written notification.

10. INDEMNITY

Seller agrees to indemnify, defend and hold harmless bluebird bio, its affiliates, and its and their respective officers, directors, employees, consultants and agents (collectively, "bluebird bio Indemnitees") against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise from Seller's failure to comply with any of the applicable laws, rules & regulations in effect during the execution of this PO or against all costs, actions, claims, losses, damages, suits, prosecution etc. including legal fees which bluebird bio Indemnitees may suffer / incur on account of the failure of the Seller to comply in whole or any part of any terms and conditions.

11. LABOR DISPUTES

Seller agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the order, seller will immediately give notice thereof to bluebird bio.

12. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to bluebird bio at the F.O.B. point, provided, however, that the risk of loss shall remain with Seller as to Goods which are not accepted by bluebird bio or which are rejected by bluebird bio. Unless otherwise specified all shipments shall be F.O.B. destination.

13. DEFECTIVE WORK

If any of the Goods or Services are defective in material or workmanship or otherwise not in conformity with the requirements of the PO, bluebird bio shall have the right to either reject them or to require their correction, and to return them at the Seller's risk and expense, including transportation both ways.

14. OVERSHIPMENT

Subject to inspection and acceptance by bluebird bio, bluebird bio will be liable for payment only for quantities ordered and delivered. Overshipments shall be held at Seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be at Seller's expense.

15. INSURANCE

Seller shall maintain such insurance as will be adequate to protect it and bluebird bio from all claims which may arise from Seller's performance of its obligations hereunder. Seller further agrees to deliver, upon bluebird bio's request, insurance certificates showing that Seller has Workmen's Compensation, Public Liability, Product Liability, Auto Liability, Professional Liability and Property insurance coverage. Such certificates must set forth the amount of coverage, policy carrier and number and date of expiration, and shall be subject to bluebird bio's approval for adequacy of insurance.

16. REMEDIES

The rights and remedies provided by bluebird bio herein shall be cumulative and in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code).

17. COMPLIANCE WITH LAWS

Seller shall comply with all applicable laws and relevant regulations in connection with the provision of Goods and Services under the PO.

18. TAXES

Except as may be otherwise provided in this PO, the contract price shall include all applicable Federal, State and local taxes of any kind in effect on the PO date.

19. ASSIGNMENT OF RIGHTS

Seller shall not delegate any duties nor assign any rights or claims under this Agreement or for breach thereof without the prior written consent of bluebird bio and no such attempted delegation or assignment shall be binding on bluebird bio. bluebird bio may assign this Agreement or any part hereof to one or more of its affiliates without the consent of Seller and bluebird bio may assign this Agreement to a third party in connection with the sale of all or substantially all the assets to which this Agreement relates or in connection with a merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of bluebird bio.

20. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceeding under the applicable Federal or State Bankruptcy laws currently in effect, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, bluebird bio shall be entitled to elect to cancel any unfilled part of this order without any liability whatsoever.

21. GOVERNING LAW AND VENUE

This Agreement shall be interpreted and governed in all respects according to the laws of the Commonwealth of Massachusetts and each party submits to the exclusive jurisdiction of the federal and state courts in Boston, Massachusetts.

22. ENTIRE AGREEMENT

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a PO or a change order issued by bluebird bio, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related POs.