

BIOLEGEND INC. UCSD PRICE SCHEDULE AGREEMENT #1235/SD/000
REAGENTS AND ANTIBODIES

THIS UCSD PRICE SCHEDULE AGREEMENT ("Agreement") is made and entered into on August 1st, 2011, by and between The Regents of the University of California (UC) on behalf of the San Diego Campus (UCSD), and BioLegend Inc. (Seller), with its principal place of business at 11080 Roselle Street, San Diego, California 92121.

The term of this Agreement, unless terminated as provided herein, shall be effective for a period of two (2) years, commencing on August 1st, 2011. In its sole discretion, UCSD reserves the right to renew or extend the Agreement for up to three (3) additional one-year periods upon the same terms and conditions and mutually agreed upon pricing.

1. DEFINITIONS

As used in this Agreement and its attachments and exhibits which become a part of it, the following terms have the following meanings:

1.1 Business Day or Day shall mean Monday through Friday, between 8:00 a.m. and 5:00 p.m. PST, excluding UCSD and Seller observed holidays and closures. Seller shall notify UCSD thirty (30) Days in advance of any planned closures or shut-downs and shall provide UCSD a Seller holiday schedule on or before January 1 for each calendar year.

1.2 Account Manager and Management Team shall mean the Seller's employee, satisfactory to UCSD, whom Seller designates to UCSD as the person with overall responsibility of managing the UCSD/Seller relationship under this Agreement and the entire team of Seller's representatives assisting the Account Manager in overseeing the entire relationship and procure-to-pay cycle. Seller's Account Management Team will be included as Attachment 3 to this Agreement.

1.3 Products shall mean all goods and services marketed or sold by Seller, whether or not manufactured by Seller or bearing a Seller trademark.

1.4 Delivery shall mean the transportation, electronically or otherwise, of Products by Seller to UCSD from Seller's facility directly to the location designated by the UCSD Department ordering Products.

1.5 UNSPSC shall refer to the United Nations Standard Product and Services Code. See <http://www.unspsc.org> for more information.

1.6 Line Item Fill Rate shall mean the percent of the total quantity ordered shipped within normal delivery service level.

1.7 Purchase Order Fill Rate shall mean the percent of total line items of an order shipped complete, whereby partials are not counted.

1.8 Delivery Accuracy shall mean the percentage of items on a purchase order that were shipped to the location stated on the purchase order the first time.

1.9 Backorder Percentage shall mean the total quantity of each item ordered that went on backorder status in a specified time frame.

1.10 Lead Time shall mean the length of time between the date the purchase order was sent to the Seller until the date the Product was received.

1.11 Quote Turnaround Time shall mean the time between the request of quote by UCSD and the response to the quote by the Seller.

1.12 Invoicing Accuracy Percent shall mean the percent of all invoices that were sent to UCSD and considered accurate, valid and uncontested.

1.13 Billing Error Correction Percent shall mean the percent of billing/invoice errors that were corrected by the Seller within thirty (30) Days of notification of the error by UCSD.

1.14 Regulated Materials include: toxic and highly toxic gases that are regulated under California Fire Code; materials included on "List of Controlled Substances, Schedules I through V" described in the Controlled Substances Act (Title 21 Code of Federal Regulations (CFR) Part 1300 to 1308); radioactive materials; section 302 Extremely Hazardous Substances; human or old world primate tissue; "infectious" and "select" agents; carcinogens; Homeland Security Watch list items; and all other chemical(s), material(s) and/or substance(s) that government agencies may require reporting from UCSD in the future.

2. SCOPE AND PROGRAM REQUIREMENTS

2.1 Scope

Seller agrees to extend the terms and conditions of this Agreement, including pricing, to all current and future UCSD campus departments and locations.

2.2 Description of Program

During the term of this Agreement, and any extension(s) of such term, Seller agrees to sell to UCSD those Products outlined in the then current Attachment 1, subject to the terms and conditions set forth in this Agreement and its Attachments.

2.3 Program Management

The Seller shall be directly responsible to ensure that all of the duties, requirements and Product support detailed in the Scope and Program Requirements (§ 2) are met.

2.4 No Substitutions

No substitutions of alternate items for Products ordered will be permitted except with the express approval from authorized UCSD personnel. The Seller may not substitute or interchange a different brand or generic Product, package size or service, other than the specific Product ordered, without authorization.

2.5 Minimum Order

There shall be no minimum order requirement unless directly specified to receive a special bulk or multi-quantity discount quote.

2.6 Order Management and Customer Service

It is preferred that the Seller provide a dedicated toll-free number for UCSD customer service. Any changes or modifications to the agreed upon buying processes will not be implemented without advance written approval from UCSD Procurement & Contracts Senior Management.

2.7 Binding Nature of Purchase Order

Purchase orders that state pricing that reflects the latest proper price upload pursuant to § 4 and the current Price List Attachment 1 shall be deemed accurate and shall be binding when they are received by an authorized representative of Seller. Each such order for any Products covered by this Agreement and all documents issued as a result thereof, shall be governed by this Agreement. Each order shall specify the quantity, description, price and delivery point.

2.8 Purchase Order Reference

All invoices, packing lists, packages, shipping notices and other written documents shall contain the applicable UCSD purchase order number.

2.9 Out of Stock Product Procedure

If there is an out of stock situation of any ordered Product(s), the out of stock item will be added to the back order file and will be delivered to UCSD when the item is in stock without further order being submitted. Seller shall immediately contact the customer directly to advise them of the expected shipment date of the Product(s) so they can assess the situation and take any necessary action.

2.10 UC Current Invoicing Requirements

- a. Seller's invoices must clearly indicate the following information:
 - i. California sales tax as a separate line item
 - ii. Purchase order number and the Agreement number
 - iii. Description, quantity and item number of the Product ordered
 - iv. Net cost of each item
 - v. Level 3 purchasing card information, in the case of Express Card orders
- b. Invoices will be submitted directly to the UCSD Disbursements Department unless the Seller is notified otherwise in writing by an amendment to this Agreement.
- c. In the event that an order is placed with Seller using a University issued credit card ("Express Card"), Seller agrees not to keep Express Cards on file or to sell restricted items as defined in UCSD policy <http://blink.ucsd.edu/buy-pay/ways/express-card/restricted-purchases.html>. This includes, but is not limited to Seller issued gift certificates or other pre-paid cards to be used to purchase Seller Products, controlled substances, inventorial equipment, radioactive materials, etc.

2.11 Hazardous Materials

- a. Seller warrants that all Products and materials transported which have been classified by the Department of Transportation as a hazardous material for the purposes of transportation will be packaged, marked, labeled and shipped in accordance with the provisions of Title 49, Code of Federal Regulations, Parts 100 through 199, as amended.
- b. Seller shall retain title and/or ownership and responsibility for hazardous materials delivered in error at all times.

- c. The University will charge the Seller two (2) times the University's cost to properly dispose of hazardous waste generated during shipment because of damage to chemical containers.

2.12 Material Safety Data Sheets (MSDS)

Seller shall provide a MSDS for any Product ordered electronically in AOS compatible format and in paper or other electronic formats as requested. Any applicable MSDS should be included with each shipment of Product to ensure proper handling upon receipt.

2.13 Sustainable and Environmentally Responsible Practices

Seller agrees to use good faith efforts to utilize environmentally responsible packaging and recycling practices to minimize the adverse effects of packaging on the environment, to uphold UCSD's Principles of Sustainability (<http://sustainability.ucsd.edu/about/principles.html>), to assist UCSD in achieving the goals outlined in the current University of California's Policy on Sustainable Practices and the Implementation Guidelines (<http://www.ucop.edu/ucophome/coordrev/policy/PP032207policy.pdf>) and to maintain its own internal policies and practices to be responsible stewards of the environment. Seller is also encouraged to take back any re-useable or recyclable packaging containers.

2.14 Credits

- a. Credit memos for cancellations or disputed services will be issued to UCSD within five (5) Business Days and will reference the original invoice and purchase order number. If Products were ordered using an Express Card, the credit must be issued to the same Express Card.
- b. All returns shall be coordinated through the individual UCSD department or central receiving.

2.15 Order Packaging and Labeling

Each order shall be individually wrapped and labeled with, but not limited to, the following minimum requirements:

- a. Purchase order number
- b. Product description
- c. Catalog or item number of Products ordered
- d. Quantity
- e. Open 30-character field for internal identification
- f. Number of packages and the total number of packages for the order if more than one (e.g. Box 1 of 3)
- g. Any of the following end-user information if available:
 - i. End-user name
 - ii. Building
 - iii. Room number
 - iv. Department
- h. Other information, as requested by the ordering department.

Packing slips shall be included in the package such that it can be inspected by UCSD at the requesting department or central receiving.

2.16 Delivery Requirements

UCSD end users will place orders directly with Seller requesting Delivery to a specific ship to address (e.g. building, lab, room etc.) by the Seller. Product is packaged for receipt of the shipment directly by the end user.

If Seller provides package Delivery using their own vehicles, Seller is responsible for any applicable costs, including but not limited to parking permits, annual dock access, etc.

Seller agrees to deliver all UCSD orders received by 3:00 p.m. PST to the designated UCSD delivery point by 10:00 a.m. PST the *next* business day.

2.17 Freight

- a. If special circumstances require freight to be charged back to UCSD, Seller must itemize freight and service charges (if applicable) separately from Product and apply taxes only as is appropriate per the California State Board of Equalization tax guidelines. If requested, any non-taxable shipping charges (e.g. UPS or other third-party freight charges) must be separated from taxable shipping (e.g. handling charges or deliveries via a Seller-owned truck).
- b. Freight terms shall be F.O.B. Destination with freight prepaid and allowed.
 - i. Seller retains title and control of goods until they are delivered to the University destination as specified on the order, at which point ownership of goods is transferred to the University.
 - ii. Seller selects carrier, assumes risk of transportation and files claims for any loss or damages.
 - iii. Seller pays and bears freight charges.
 - iv. Rush Orders: Seller agrees to use all commercially available resources to deliver UCSD emergency orders, for Seller's standard offering, within four (4) hours after receipt of order at no additional charge to UCSD. Such orders must be placed no later than 1:00pm.
- c. If "common carrier" freight methods are utilized for the delivery of products under this agreement, UCSD may elect to implement an Inbound Freight Program during the term of this Agreement. UC and Seller shall work together with the UCSD selected carrier to facilitate the transition to this program upon request. This will include, but is not limited to, providing freight expense reporting, attending Seller enablement meetings, meeting compliance guidelines, etc. Seller agrees to consider, in good faith, and discuss with UCSD any mutually beneficial programs that reduce shipping costs for both UCSD and the Seller.

2.18 Program Administration

Seller shall provide the following program administration functions:

- a. Account Manager to coordinate program implementation and provide on-going contract monitoring and maintenance.
- b. On-site sales representation on a regular basis to collaboratively increase sales activity, assist in resolving problems, handle credits and provide other customer services as required for the efficient operation of the program.
- c. A program for regularly monitoring and comparing UCSD pricing with pricing available from competitors in the University of California market.

- d. Supplier Business Review (SBR) meetings between Seller's Account Management Team, UCSD Procurement & Contract Departments and customers to discuss activities and resolution of any open issues.
- e. Keep the UCSD apprised of any quality issues including recalls, upgrades and Product warnings that may affect Product performance.

2.19 Surveys

Seller shall, at UCSD's request, conduct customer surveys of UCSD orders through questionnaires sent electronically with order confirmations or inserted into delivery packages. The content of these surveys shall be approved by UCSD. UCSD shall be responsible for the tabulation of these surveys.

3. E-COMMERCE REQUIREMENTS

If applicable, the terms of the UCSD Marketplace Electronic Commerce (eCommerce) Requirements, Attachment 2, are hereby incorporated. Seller agrees to promote the UCSD Marketplace eCommerce system as the preferred ordering method and assist Procurement & Contracts in transitioning customers using previous channels over to this system.

4. PRODUCT AND PRICE MANAGEMENT

Net pricing of Products included under this agreement shall be as recited on current mutually approved Attachment 1. All Agreement pricing is calculated as supplier's current "list price" less a 20% discount. Net pricing of Products shall not increase during the first twelve (12) month period following the execution date of this Agreement. Please refer to Exhibit P-SD for details on the Product and pricing negotiation and catalog update process.

4.1 No Mandatory Use Policy

Seller is advised that there is no mandatory use policy at UCSD. The Seller must compete with other Suppliers for departmental orders. The UCSD Procurement & Contracts Department agrees to use best efforts to provide Seller, as an Agreement Supplier, the support and intelligence needed to meet mutual sales growth goals on campus.

4.2 New Products

UCSD recognizes Seller may want to expand its offering during this Agreement. Additions will be considered under the following methods:

- a. Products will be categorized with similar Products or Product lines into existing market commodity codes/Product line families/replacement line items previously defined and agreed to by UCSD with respect to the discount structure, net price, or total cost of the Product.
- b. In the event the Seller adds a new specialty Product line which represents Products that are substantially different from the Products or brands represented in the existing market commodity codes/Product line families/line items, UCSD and the Seller may enter into negotiations to establish a discount structure, net price or total cost for the Products if UCSD agrees that the Products are not covered under an existing market commodity code/Product line family/line item and are not in conflict with another awarded Agreement. The Seller will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase

orders being processed. In the event UCSD and Seller cannot come to agreement, UCSD may, at its sole option, conduct a separate formal bidding process.

4.3 Discontinued Products

Seller shall notify UCSD sixty (60) Days in advance of any Products being discontinued. If Products are replaced or removed without proper notification, Seller must supply Product until the sixty (60) Day notification period is satisfied unless otherwise agreed to between Seller and UCSD. Replacement of any discontinued Product should be offered to the UCSD at the same price structure or better of the original Product. Quality control test data may be requested to confirm Products will be adequate substitutes.

4.4 Unit of Measurement Changes

Seller shall notify UC sixty (60) Days in advance of any unit of measurement changes to Products.

4.5 Price Protection and Annual Adjustment Communications

- a. Prices quoted on Attachment 1 shall not increase before August 1, 2012. Price changes thereafter, if any, shall be made on an annual basis as negotiated by both parties.
- b. UCSD and Seller shall work together on an annual basis to review current market conditions to determine if an economic price adjustment is allowable based on documented changes in the PPI Index, Grouping "Basic Organic Chemicals" located at: <http://www.bls.gov/ppi/>, see current PPI News Releases (.pdf). Request for Annual Price Adjustment is given by Seller to UCSD a minimum of ninety (90) days before the end of the contract year or period. Please see P-SD for the Annual Price and Catalog Update Load Process. The aggregate of UCSD approved price increases during any 12-month period may not exceed the lesser of three (3) percent or the above mentioned PPI calculated change.

PPI Change Calculation Example:

| | |
|---|----------------|
| Index at time of calculation: May 2012 | ###.## |
| Less Index for previous period: May 2011 | 345.20 |
| Equals Index point change..... | ### |
| Divided by previous period PPI: May 2011 | 345.20 |
| Equals (convert to percentage) Change in PPI..... | 0.### or #.##% |

- c. Price increases for any contract renewal period must be supported by documented evidence of manufacturers' price increases. UCSD shall benefit from any lower price offered to other universities, hospitals, government agencies or entities where the economic and service requirements are substantially similar. If the Seller's catalog or list price is reduced, UCSD shall benefit from a corresponding price reduction.

4.6 Manufacturer Price Decreases

Seller shall pass on manufacturer price decreases to the University immediately, when applicable. Further, Seller will provide notice to UCSD of all such price decreases in a timely manner.

4.7 Periodic Catalog Updates

Seller will present catalog updates for the purpose of adding, deleting or reducing the cost of Products to UCSD a minimum of thirty (30) days before taking effect. Shorter lead times may be acceptable if the circumstances warrant a more immediate update and a clean and accurate catalog/price file is submitted.

4.8 Price and Invoice Accuracy Expectations

- a. Seller is responsible for pricing accuracy. There should not be any price discrepancies between UCSD Agreement prices and invoice prices.
- b. Annual pricing updates will be scheduled after collaboration between UCSD and the Seller. Seller will honor negotiated pricing as of the agreed upon effective date and upon successful completion of e-Commerce catalog loading or updating.
- c. Seller will use its internal resources to expeditiously resolve any invoice mismatches and present accurate invoices, credit memos and other resolution means to UCSD.
- d. If the Seller fails to provide an accurate and uncontested invoice within ninety (90) days of notification, UCSD shall not make payment if UCSD's funding source closes prior to invoice resolution.

4.9 Promotions

- a. Seller may offer promotions supportive of its efforts to sell Products under this Agreement, either independently or in coordination with particular manufacturers or other distributors, provided that such promotions are offered by the Seller to all UCSD customers equally.
- b. Seller may only offer promotions that are specific to UCSD with UCSD's prior written authorization. Sponsorship of certain industry or Product specific events is allowed. Seller is to work in conjunction with campus Strategic Sourcing to obtain appropriate levels of approval for events of that nature. UCSD-specific promotions, as well as industry events must comply with "Professional and Ethical Conduct" policies. See § 9.8.
- c. With regard to any promotional awards available to UCSD end users, Seller agrees to ensure that any approved promotion makes available free Product(s), credit(s) on Product purchases or other business-related award(s) in lieu of awards, gifts or giveaways that are personal in nature, including, but not limited to clothing, personal electronic equipment, retail gift certificates or similar items.

5. CUSTOMER SATISFACTION AND SERVICE STANDARD METRICS

5.1 Service Level Management

The Seller will ensure that necessary resources are provided to perform all the duties, requirements, and customer support detailed in Customer Satisfaction and Service Standard Metrics (§ 5).

5.2 Service Level Agreements

Seller shall provide consistent exceptional customer service to all UCSD customers. The following chart outlines the baseline expectations of UCSD for standard service metrics. It is necessary that these minimums be upheld throughout the term of the Agreement and that Seller provides reports on these benchmarks during every Supplier Business Review (SBR). UCSD has means to determine their internal level of customer satisfaction and these self reports are substantiating indicators. If Seller falls below the service level expectations it will be escalated to UCSD's Strategic Sourcing Senior Manager and up to UCSD's Director of Procurement & Contracts (if necessary) to determine a mutually agreed upon corrective

action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of this Agreement. The minimum quality of service standards set forth below recognize that occasional errors are likely; however, Seller further agrees to use best efforts to achieve 100% quality of service level.

| | |
|--|--|
| On-time Standard Delivery | 98% within time frames listed in § 2.16 |
| Rush Order Delivery | 98% within time frame requested by customer per § 2.17 |
| Returns/Pick-up | 98% within 2 Business Days from notification (no charges apply) |
| Credits/Reinvoice | 98% within 5 Business Days from return pick up |
| Requests for Reports | within 5 Business Days |
| Delivery Accuracy | 98% (correct place, correct item, size and quantity) |
| Invoice/Billing Accuracy | 98% |
| Line Item Fill Rate | 98% (backordered or discontinued items should be split out) |
| Purchase Order Fill Rate | 98% |
| Customer Service Satisfaction | 98% or per customer survey scales § 2.19 |
| Quote Turnaround Time | Within 1 Business Day |
| Response Time for a Customer Service Visit | Next Business Day 8:00 a.m.-5:00 p.m. on-site at UCSD |
| Backorder Percentage | Less than 2% of PO lines Zero stock or partial shipments require notification to end user within 24 hours – documentation may be required |
| Return Customer Calls | Within 2 hours |
| Billing Error Correction | 100% within 30 days |

6. REPORTING

Seller shall report annual sales by dollars, by volume and by part number with associated UNSPSC ninety (90) Days prior to annual price review.

6.1 Activity Reports

- a. Seller agrees to provide the following periodic reports regardless of whether a business review or meeting is scheduled:

| Report | Frequency |
|--|--|
| <u>Total Sales Detail:</u> Total sales by part number and UNSPSC in both quantities and dollars | Quarterly to UCSD Data is due regardless of whether or not a business review is held Annual to UCSD Ninety (90) days prior to each annual price review per Exhibit P-SD |
| <u>Earned Incentive Detail:</u> Show Earned Incentive calculation with line item details per purchase order or invoice stating the time period covered | Quarterly with each payment |
| <u>UCSD Sustainability Report:</u> Information on anything Seller has done to meet the | Quarterly (UCSD to provide more information on data points) |

| | |
|--|--|
| requirements in § 2.13 | |
| <u>Price Adjustment Proposal</u> : Line item proposed price changes, Product additions and deletions, UOM / pack count changes, etc. | Annually for any requested price adjustment negotiations |
| <u>Catalog Update Proposal</u> : Line item Product additions and deletions, UOM / pack count changes, price reductions, etc. | Periodically for updating hosted ecommerce catalogs |
| <u>Service Standards Tracking Reports</u> - See Section § 5 for additional details | Quarterly or as required for SBRs |
| <u>Chemical Report</u> (if applicable)– See §6.2 for additional details | Annual to UCSD (if applicable) |

- b. Reports and presentations should be submitted at least five (5) Days prior to any scheduled business review to allow time to assess before meeting.
- c. Seller agrees to provide other reports as reasonably requested by UCSD during the term of the Agreement at no additional cost to UCSD.

6.2 Chemical Tracking and Hazardous Database

- a. The Seller will coordinate with UCSD's Office of Environmental Health and Safety (or equivalent) to ensure the compatibility of information technology hardware and software. At a minimum, the following information must be downloadable into Excel compatible based spreadsheet:
 - i. Chemical/Product name
 - ii. Physical state at standard temperature and pressure
 - iii. Type of container
 - iv. Size of container
 - v. Units of measure
- b. Seller shall provide UCSD with an annual summary of all chemicals purchased by the campus for the previous year (if applicable).

6.3 Regulated Materials

- a. Seller shall provide specific information to UCSD's Office of Environmental Health and Safety (or equivalent) whenever a Regulated Material is purchased.
- b. If an order is placed for Regulated Material, the Seller is required to provide UCSD's Office of Environmental Health and Safety (or equivalent) the following information:
 - i. Name of purchaser, department, address and phone number
 - ii. Identification and description of the Regulated Material
 - iii. Quantity of each Regulated Material
 - iv. CAS Number of Regulated Material

7. UC – SELLER COMMUNICATIONS

7.1 Conduct Relating to Communications

- a. All messages, information and other items communicated from Seller to UCSD shall be professional and consistent in nature.
- b. Communications that are distributed on campus shall be approved by Procurement & Contracts management prior to submission to the campus.
- c. The Seller agrees to hold supplier business reviews (SBRs) with UCSD Procurement & Contract team members that may be open to UCSD commodity experts, supply chain partners or customers.

7.2 Spam

Sellers are prohibited from sending unsolicited promotional emails to any UCSD customer or UCSD email address.

7.3 SBR Meeting Format and Instructions

UCSD seeks to obtain the most value from each SBR, for both UCSD and Sellers. In order to do so, UCSD generally expects the following to be included in any SBR presentation as directed by Procurement & Contracts:

- a. Sales Data
 - i. UC Fiscal Year to Date (beginning July 1)
 - ii. UC Fiscal Year to Date for the previous year
 - iii. Last 12 month spend
 - iv. Last 12 month spend for the prior year
- b. New & Deleted Product Offering
- c. Outreach and promotions
 - i. Meetings with end users
 - ii. On campus promotions
- d. Accounting Issues
 - i. Past due invoices
 - ii. User issues
 - iii. Invoice mismatches
- e. SLA Reporting
- f. In addition, please provide UCSD with all materials at least five (5) business days in advance to allow UCSD ample time to review and determine an appropriate agenda.

8. EARNED INCENTIVES

8.1 Earned Incentives

During the term of this Agreement, and any extension(s) to such term, Seller agrees to provide UCSD a quarterly Earned Incentive in the amount of two (2) percent of the total sales of all of their Products. The amount of quarterly Earned Incentive provided to UCSD will be calculated based on the total quarterly invoice payments received by Seller through all sales channels and payment methods.

Within sixty (60) days after the end of each quarter, Seller shall 1) provide to UCSD a detailed transaction report in Microsoft Excel which includes all supplier invoices, invoice number(s) with calculations showing total overall sales to UCSD for that quarter, and 2) submit the Earned Incentive either by ACH per UCSD requirements or by a check made out to "The Regents of the University of California" and mailed to:

Laura Osante
UC San Diego
Controller's Office
9500 Gilman Drive 0951
La Jolla, CA 92093-0951

8.2 Discount Payment Terms

Seller cannot offer discount payment terms at this time; payment terms shall be Net 30 Days.

9. GENERAL TERMS AND CONDITIONS

9.1 University of California Terms and Conditions of Purchase

The University of California Terms and Conditions of Purchase, Appendix A, Exhibits A-C and Supplements 5 and 5.1, as attached, are hereby incorporated and shall govern this Agreement.

9.2 Term of Agreement

The initial term of this Agreement is for a period of two (2) years. UCSD may, at its option, extend or renew the Agreement for three (3) additional one-year periods upon the same terms and conditions.

9.3 Termination of Agreement

UCSD may terminate this Agreement for cause or for convenience, in whole or in part with a written sixty (60) Day notice without penalty. Seller may terminate this Agreement only for cause, in whole or in part, with a written sixty (60) Day notice without penalty.

If termination of this Agreement takes place, Seller shall extend to UCSD, upon UCSD's request, an additional ninety (90) day period to properly implement a smooth transition. Fees for goods purchased and for services rendered during the additional ninety (90) days will be negotiated in good faith between UCSD and Seller.

9.4 Audit Requirements

This Agreement and any resulting orders shall be subject to examination and audit by University and the State of California for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including but not limited to, the costs of administering the Agreement for all business with UCSD.

9.5 Marketing References

The Seller shall be prohibited from making any reference to the University, in any literature, promotional material, brochures or sales presentations without the express written consent of UC San Diego.

9.6 Product Certification

The Seller certifies and warrants that all Products sold to UCSD under this Agreement:

- a. Shall be new and genuine;
- b. Shall be provided to UCSD in the Manufacturer's original packaging, unless otherwise requested by UCSD;
- c. Shall be manufactured and sold or distributed to the Seller for retail sale in the United States;
- d. Shall be sold to the Seller from legal and reputable channels, which are understood to be the Manufacturer or authorized representatives of the Manufacturer;
- e. Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such Products; and
- f. Shall not be produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction.

9.7 Insurance Requirements

If work is to be performed on University premises, Seller shall furnish a certificate of insurance acceptable to UCSD (see Appendix "A", Article 17). All certificates shall name the Regents of the University of California as an additional insured on as separate endorsement. The certificate must be submitted to the UCSD Procurement & Contracts Department prior to the commencement of services and should be delivered to:

University of California, San Diego
Procurement & Contracts Department
Attn: Kalyn McCain
9500 Gilman Drive #0914
San Diego, CA 92093-0914

9.8 Professional and Ethical Conduct

- a. For the purpose of this Agreement, the standards of conduct to which the Seller, UCSD and their respective employees and agents are held shall at all times consist of appropriate and ethical behavior. In addition, all Seller/UCSD interactions must adhere to all Federal and State laws as well as UC Systemwide and UCSD campus policies which govern said interactions. Governing laws and policies include, but are not limited to, the California Political Reform Act of 2001, The State Fair Political Practices Act, UC Business & Finance Bulletin G-39 and any applicable departmental policies.
- b. If any unethical behavior is not corrected (i) to the University's satisfaction, the University reserves the right to insist that the offenders be dismissed from the account, banned from UCSD and be replaced with another of equal technical skill at no additional cost to the University; or (ii) to Seller's satisfaction, Seller reserves the right to insist that the offenders be relieved of further interaction with Seller's employees or agents or to reassign its employees or agents subjected to such behavior.
- c. Seller's representatives shall not smoke inside UCSD buildings or areas restricted for smoking (1 Cal. Gov. Code Div. 7, Sec. 1, Ch. 32, § 7596-7597) and shall not consume alcohol beverages nor

be under the influence of alcohol while on duty. Use of illicit drugs while on duty by personnel employed by Seller shall be cause for immediate removal of employee from University property.

- d. It is essential that UCSD and Sellers avoid any conflicts of interest or the appearance of a conflict of interest in order to protect the integrity of UCSD's decision making processes. To this end, UCSD prohibits Sellers from furnishing any gifts (including food or parties) that are personal in nature or could be construed as personal in nature. Any marketing materials, event materials, or marketing plans which are to be executed at a UCSD location must be approved by Procurement & Contracts office prior to execution. See § 7 for additional clarification on communication requirements.

9.9 Time of the Essence

Time is of the essence with respect to the performance of each and every condition, covenant and agreement contained herein. UCSD has the option to accept or reject all Products delivered after promised delivery time, and, in addition, may hold Seller liable for all direct damages caused by late delivery as determined and documented by UCSD; provided, however, in no event shall the amount of such direct damages exceed UCSD's documented replacement/substitution cost for Products ordered.

9.10 Warranties

Seller agrees that the Products furnished under this Agreement shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar Products, and that the rights and remedies so provided are in addition to and do not limit any rights afforded to UCSD by any other article in this Agreement and any subsequent Agreement. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the Products by UCSD, and in all cases shall commence upon acceptance of the Products by UCSD.

9.11 Amendments

Any changes to the Agreement requested by either party shall be effective only if mutually agreed in writing by duly authorized representatives of UCSD and Seller. This Agreement shall not be modified or amended or any right of a party waived except by such written amendment.

9.12 Failure to Enforce

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

9.13 Partial Invalidity

Any provisions of this Agreement that shall prove to be invalid, void, or illegal shall in no way impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

9.14 Relationship

Seller shall have no power to bind UCSD and shall not, under any circumstances, be considered to be an agent, representative or fiduciary of any or all of the proceeding. Instead, Seller is an independent contractor and neither it nor its employees, agents, contractors or subcontractors are or will be an employee, agent or representative of UCSD during the period it and/or they are performing services under this Agreement. Seller acknowledges its responsibility for the full payment of the wages or other

compensation of, as well as any benefits for employees, agents, contractors or subcontractors engaged by it in the performance of this Agreement

This Price Schedule Agreement, together with the above named instruments, constitute the entire agreement between the UCSD and Seller with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Price Schedule Agreement to be duly executed as of the date first above written, such parties acting by their officers being thereunto duly authorized.

The Regents Of The University Of
California On Behalf Of The
San Diego Campus

BioLegend, Inc.

Nicole R. Lamb
Signature

Nicole R. Lamb
Name, printed or typed

Strategic Sourcing Senior Manager
Title

08/19/2011
Date

Jennifer Boyle
Signature

JENNIFER BOYLE
Name, printed or typed

PRODUCT SPECIALIST SUPERVISOR
Title

8/19/2011
Date

UCSD PRICE SCHEDULE AGREEMENT #1235/SD/000

ATTACHMENTS

| | |
|---|----------------|
| University of California - Terms and Conditions of Purchase | Appendix A |
| Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Lower Tier Covered Transactions | Exhibit A |
| Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Exhibit B |
| Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (First Tier Sub) | Exhibit C |
| Special Terms and Conditions for Subcontracts Under Federal Government Contracts | Supplement 5 |
| FAR Terms and Conditions for the Purchase of Commercial Items | Supplement 5.1 |
| Price List (Current Annual Quotation for Custom Oligonucleotide Synthesis) | Attachment 1 |
| UCSD Marketplace Electronic Commerce Addendum | Attachment 2 |
| Supplier Enablement Checklist Requirements | Attachment 2a |
| Supplier Integration Specification cXML Integrations | Attachment 2b |
| Seller Account Management Team | Attachment 3 |
| Annual Price and Catalog Update Load Process | Exhibit P-SD |