

**Ionis Pharmaceuticals, Inc.**  
**Purchase Order Terms and Conditions**

The following Purchase Order Terms and Conditions (“Terms”) are an integral part of, and govern, the Purchase Order issued by Ionis Pharmaceuticals, Inc. or such of its affiliates as may be identified in the Purchase Order, including, but not limited to, Akcea Therapeutics, Inc., (“Buyer”) to you (“Seller”) (“Buyer” and “Seller” are collectively referred to herein as the “Parties”). Acceptance of the Purchase Order or Seller’s commencement of performance, whichever occurs earlier, will constitute acceptance of these Terms. In the event of a conflict between these Terms and any term on the face of the Purchase Order, the Purchase Order will govern.

1. **Agreement.** These Terms and the Purchase Order (together, the “Order”), together with any definitive signed written agreement between the Parties, is the final and entire agreement between Buyer and Seller for the purchase of the materials, supplies, items or equipment (the “Goods”) and/or services (the “Services”) specified therein. Seller may not modify or supplement the Order without the prior written agreement of Buyer. Any unauthorized modification or supplementation of the Order by Seller is hereby rejected and void, and the Order will constitute the complete and exclusive statement of the terms and conditions between Buyer and Seller. Acceptance by Buyer of the Goods or Services will not constitute acceptance of any terms not accepted by Buyer in a signed writing. Notwithstanding the foregoing, if a definitive or master agreement covering procurement of the Goods and/or Services described in the Purchase Order exists between Buyer and Seller, the terms of such agreement will prevail over any inconsistent terms herein or in such Purchase Order. An Order may not be used for engagements with health care providers, health care organizations or vendors contracting with health care providers or health care organizations on behalf of Buyer unless such Order is accompanied by an appropriate contract between Buyer and Seller that is executed by each party’s authorized representative.
2. **Delivery.** Time is of the essence. Delivery must be made within the time stated on the Purchase Order. If delivery cannot be made within the stated time, Seller must give Buyer immediate notice and advise of the best possible delivery date. Buyer may elect expedited delivery at Seller’s cost. Buyer may either accept late delivery or cancel the Order in whole or in part without cost to Buyer.
3. **Transportation.** All Goods will be delivered DAP Buyer’s facility (Incoterms 2010) with shipping and insurance charges prepaid by Seller unless otherwise specified on the face of the Purchase Order. Risk of loss will pass to Buyer upon delivery to Buyer’s facility.
4. **Payment.** Payment will be due from Buyer net thirty (30) days from the date of Buyer’s receipt and acceptance of the Goods or Services specified in the Purchase Order and an invoice therefor. Buyer will not be obligated to make any payment for partial delivery hereunder unless authorized in writing by Buyer. Invoices must be sent to [invoices@ionisph.com](mailto:invoices@ionisph.com) (or to such other address as may be designated by Buyer). The Parties agree that no amount paid by Buyer under the Order is intended to be, nor will it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients; the purchase, lease or order of any item or service from Buyer or any of its affiliates; or the recommending or arranging for the purchase, lease or order of any item or service from Buyer or any of its affiliates.
5. **Warranty.**
  - (a) Seller warrants that all Goods and Services furnished under the Order will conform to the terms, plans, drawings, samples or other specifications or descriptions, furnished by Buyer and/or advertised by Seller, and to high professional standards, of good material, workmanship and quality, free from defect and free of all liens. Seller will be liable and will reimburse Buyer for costs, losses or damages incurred as a result of any defects in the furnished Goods and Services and will hold Buyer harmless from any claims of third parties due to any defects in the Goods and Services. To the extent transferable, any third-party warranties to Seller, together with Seller’s service warranties and guarantees, will run to Buyer.
  - (b) Seller warrants that the sale or use of the Goods and Services delivered to Buyer in accordance with the Order will not infringe any U.S. or foreign patents, trademarks, or copyrights or constitute misappropriation of any trade secrets.
  - (c) Seller represents and warrants that Seller and Seller’s employees (as applicable) are not and have never been (i) debarred or convicted of a crime for which a person can be debarred, under subsection (a) or (b) of 21 U.S.C. § 335a, as amended, (ii) excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs, or (iii) charged with or convicted of a criminal offense that falls

- within the ambit of 42 U.S.C. § 1320-7(a). Seller further represents and warrants that neither it nor its employees are currently the subject of any Office of Inspector General investigation. In furnishing the Goods or Services under the Order, Seller will not use in any capacity the services of any person or entity that is or has been (i) debarred or convicted of a crime for which a person can be debarred, under subsection (a) or (b) of 21 U.S.C. § 335a, as amended, (ii) excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs, or (iii) charged with or convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320-7(a).
- (d) If the Federal Food, Drug, and Cosmetic Act (the “FD&C Act”) is applicable to the Goods furnished under the Order, then Seller represents and warrants that (i) as of the date of delivery to Buyer, the Goods are not adulterated or misbranded within the meaning of the FD&C Act, (ii) the Goods do not constitute or contain an article that may not be introduced into interstate commerce under applicable provisions of the FD&C Act, and (iii) the Goods will not be manufactured, sold or shipped by Buyer in violation of any applicable federal, state or local law. If applicable, Seller warrants that the Goods specified in the Order will be manufactured in accordance with current good manufacturing practices (“cGMPs”) in accordance with Title 21 of the Code of Federal Regulations. If the FD&C Act is applicable to any Services to be furnished under the Order, Seller warrants that such Services will be performed in material compliance with the FD&C Act and, if applicable, Seller and Seller’s employees and contractors will comply with all cGMPs while performing work at Buyer’s facility.
  - (e) If applicable, Seller warrants that the Goods and/or Services specified in the Order will comply with (i) Good Clinical Practice (GCP) in accordance with the International Conference on Harmonisation (ICH), Title 21 of the Code of Federal Regulations and local regulatory requirements, (ii) Good Laboratory Practice (GLP) in accordance with Title 21 of the Code of Federal Regulations and local regulatory requirements, and (iii) Good Pharmacovigilance Practice (GVP), in accordance with European Medicines Agency (EMA) Guidelines on Good Pharmacovigilance Practices Modules I-XVI and local regulatory requirements; in each case as applicable. If the foregoing regulations are applicable to the Goods and/or Services to be furnished under the Order, Seller further warrants that Seller’s employees and contractors will comply with all applicable GCPs, GLPs and GVPs while performing work at Buyer’s facility.
  - (f) Seller represents and warrants that it has adequate and appropriate controls to ensure the confidentiality, security and integrity of Confidential Information (as defined below) and to ensure that Confidential Information is not disclosed, accessed or used in violation of the Order.
  - (g) Seller warrants that if its employees and contractors perform any work at Buyer’s facility under the Order, Seller’s employees and contractors will comply with Buyer’s policies.
  - (h) Seller will immediately notify Buyer of any change in the accuracy of the representations and warranties in this Section 5.
6. Rejections. If any of the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, Buyer will have the right to reject or revoke acceptance, and return such Goods at Seller’s expense for replacement, credit or cash refund, at Buyer’s option. No approval by Buyer of any design or specification furnished by Seller will constitute a waiver by Buyer of Seller’s obligations hereunder. Nothing in this provision will be construed to limit any remedy Buyer may otherwise have under warranties, at law or in equity.
7. Consulting Services. If the Services involve consulting services, then the provisions of this Section 7 will apply.
- (a) *Non-Solicitation*. Seller agrees that until the Order is completed or terminated, and for one year thereafter, Seller will not attempt, directly or indirectly, to induce any employee of Buyer to terminate the employee’s employment with Buyer.
  - (b) *Previous Consulting Relationships*. Seller represents that Seller’s performance of Services under, and compliance with, the Order will not breach any agreement to keep in confidence any proprietary information acquired by Seller in confidence from any third party prior to the date of the Order. Seller agrees not to bring to Buyer or to use in the performance of Services for Buyer any materials or documents of a present or former employer or client of Seller, or any materials or documents obtained by Seller under a confidentiality agreement with another entity, unless such materials or documents are generally available to the public or Seller has authorization from such present or former employer or client to possess and use such materials for such purpose.
  - (c) *Consulting Period*. Subject to and without waiving the rights set forth in Section 14 (Termination) of these Terms, the duration of the period specified in the Purchase Order in which Seller may provide consulting services to Buyer may be extended only if both Parties agree to such extension in writing via a definitive agreement signed by the Parties or via a separate Purchase Order.

(d) *Dispute Resolution.*

- (i) Seller and Buyer agree to resolve by arbitration all disputes, claims or controversies (“Claims”), past, present or future, arising out of this Order or its termination, that Buyer may have against Seller or that Seller may have against any of the following: (A) Buyer; (B) Buyer’s officers, directors, employees or agents; (C) Buyer’s affiliates, joint ventures or joint employers; (D) Buyer’s benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates and agents; or (E) all successors and assigns of any of the foregoing. The Claims covered by this Section 7 include all disputes that Buyer or Seller could otherwise pursue in state or federal court, including, but not limited to, Claims based on any state, federal or local statute, regulation or ordinance (including Claims for discrimination, retaliation, harassment, unpaid wages or violation of state or federal wage and hour laws), as well as common law Claims (including Claims for breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful discharge, defamation, misrepresentation, fraud or infliction of emotional distress). The Parties anticipate that this Section 7 provides the benefits of a speedy, informal, impartial, final and binding dispute resolution procedure.
  - (ii) To the maximum extent permitted by law, Seller hereby waives any right to bring on behalf of persons other than Seller, or to otherwise participate with other persons in, any class, collective or representative action (*i.e.*, a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).
  - (iii) The arbitration will be conducted by a single neutral arbitrator in accordance with the then-current Commercial Arbitration and Mediation Procedures of the American Arbitration Association (“AAA”). The arbitration will take place in the city in which Buyer’s principal office is located. If Seller is an individual, Buyer will pay the arbitrator’s fee and will bear all administrative charges imposed by AAA. Both Parties will be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the Parties regarding the nature or scope of discovery will be decided by the arbitrator. The arbitrator will hear and issue a written ruling upon any dispositive motions brought by either Party, including, but not limited to, motions for summary judgment or summary adjudication. After the hearing, the arbitrator will issue a written decision setting forth the award, if any, and explaining the basis therefor. The arbitrator will have the power to award any type of relief that would be available in court. The arbitrator’s award will be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction. If there is any conflict in the arbitration procedures set forth in these Terms and the AAA rules specified above, the AAA rules will control. Notwithstanding the foregoing, and regardless of what is provided by the AAA rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different individuals or entities into one proceeding, nor will the arbitrator have authority or jurisdiction to hear the arbitration as a class action. As set forth in Section 7(d)(ii) herein, Seller agrees to waive any right to bring any class, collective or representative action. To the extent that such waiver is unenforceable, the issue of whether to certify any alleged or putative class for a class action proceeding must be decided by a court of competent jurisdiction. The arbitrator will not have authority or jurisdiction to decide class certification, or collective or representative action issues. Until any class certification, or collective or representative action issues are decided by the court, all arbitration proceedings will be stayed, and the arbitrator will take no action with respect to the matter. Once any issues regarding class certification or collective or representative action have been decided by the court, the arbitrator will have authority to decide the substantive claims.
- (e) *Affiliation.* Seller represents and covenants that he or she (i) is not affiliated with a department, agency or ministry of a U.S. or foreign government or a government-owned or government-controlled institute or facility (such as the U.S. Department of Veterans Affairs or the U.S. National Institutes of Health) (a “government institution”), or (ii) is affiliated with a government institution and will obtain, before accepting disclosure of Confidential Information or payment of any consulting fees, written permission signed by an authorized official from the government institution expressly stating that Seller may enter into this Order. The institution or institutions with which Seller is affiliated may have regulations or policies applicable to arrangements such as this, particularly with reference to the disposition of fees or the method or manner of payment. Acceptance of the Order or Seller’s commencement of performance, whichever occurs earlier, signifies that Seller is free to impart all information provided to Buyer pursuant to the Order without breach of any obligation that he or she may have to a third party.

8. Indemnification. Seller will, at its own expense, indemnify, defend and hold harmless Buyer and its successors, assigns, and customers (in this clause, collectively “Buyer”), as applicable, against (i) any action, suit, or claim brought against Buyer which is based upon a claim, whether rightful or otherwise, that the Goods or Services, or any part thereof, furnished under the Order, for Buyer’s use (including resale) thereof, infringe any patent, trademark or copyright, or misappropriate a trade secret, except to the extent that such infringement or misappropriation results solely from a modification of the Goods or

Services not made, intended or authorized by Seller, and (ii) any claims, losses or damages arising from Seller's breach of the Order or Seller's failure to comply with any applicable law, ordinance, rule or regulation (the matters described in clauses (i) and (ii) in this Section 8 are referred to herein as "Losses"). Provided Buyer promptly notifies Seller as to such Losses, Seller will defend and pay all damages, royalties, and costs awarded against, and reasonable expenses incurred by, Buyer in connection with such Losses; except that the failure to so notify Seller will not relieve the Seller of its obligations hereunder except to the extent such failure has materially prejudiced Seller. Buyer agrees, to the extent feasible and at Seller's expense, to supply any pertinent evidence needed to defend any such Losses.

9. Compliance with Laws.

- (a) Seller will comply with all applicable Federal, State and local laws, ordinances, rules and regulations in furnishing the Goods and/or Services under the Order.
- (b) Seller acknowledges that Buyer may be required to comply with certain state and federal laws regarding transparency. Seller thus further acknowledges that payments made by Buyer to Seller pursuant to the Order may be reported to government agencies if required by applicable law.
- (c) Data Protection.
  - (i) To the extent Seller furnishes to Buyer under the Order personal data of European Union residents, Seller hereby agrees Buyer will be considered a data controller under applicable data protection laws, including Regulation (EU) 2016/679.
  - (ii) To the extent Seller furnishes Services to Buyer, Seller may receive personal data of subjects in the European Union ("Relevant Personal Data"). Seller agrees to follow all applicable data protection laws, including Regulation (EU) 2016/679, in the processing and handling of Relevant Personal Data. Seller agrees that Buyer will be considered the data controller and Buyer will be the data processor for all Relevant Personal Data received in connection with Seller's furnishing of Services to Buyer. Seller will only process Relevant Personal Data (i) in accordance with Buyer's instructions or as otherwise set out in the Order or definitive agreement between the Parties; and (ii) to the extent reasonably required to enable Seller to provide the Services, perform its other obligations, and exercise its rights, in each case in connection with the Order or definitive agreement between the Parties. If an EU or EU Member State law to which Seller is subject restricts Seller from processing data as instructed by Buyer or as reasonably required to provide Services under the Order or a definitive agreement between the Parties, Seller will inform Buyer of this legal restriction before the processing begins, unless prevented from doing so by law.
  - (iii) Before receiving any Relevant Personal Data, Seller will implement appropriate technical and organizational security measures to protect Relevant Personal Data against unauthorized or unlawful access or processing, as well as to protect against accidental loss or destruction of, or damage to, Relevant Personal Data. Seller will ensure that Relevant Personal Data is encrypted when transmitted over a public network or stored on portable electronic media.
  - (iv) Seller will notify Buyer, as soon as reasonably practicable and no later than 72 hours after becoming aware of any material breach of this Section 9(c).
  - (v) Seller will not transfer Relevant Personal Data outside the European Economic Area (other than as permitted by the Order or definitive agreement between the Parties) without Buyer's prior written consent.
  - (vi) Upon the completion or earlier termination of the Order, or earlier at Buyer's demand, Buyer will permanently delete or destroy all Relevant Personal Data in a manner compliant with applicable law or, if none, compliant with Buyer's instructions, except to the extent that retention is required by applicable law.

10. Limitation of Liability. BUYER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE ORDER IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE GOODS AND/OR SERVICES DESCRIBED IN THE ORDER. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, BUYER WILL NOT BE LIABLE UNDER THE ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidential Information.

- (a) Seller acknowledges that Buyer possesses confidential information that has been created, discovered, developed by or otherwise become known to Buyer, and Seller agrees that it may create, receive, have access to or observe Confidential Information as a result of providing the Goods or Services to Buyer. By way of illustration, but not limitation, Confidential Information includes (i) inventions, developments, designs, improvements, trade secrets, ideas, formulas, source and object codes, programs, other works of authorship, organisms, plasmids, expression vectors, know-how,

processes, cell lines, discoveries, techniques, data, and documentation systems (hereinafter, collectively referred to as "Inventions"); and (ii) proprietary information regarding Buyer's plans for research, development, new products, clinical data, pre-clinical product data, clinical trial patient data, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, as well as information regarding the skills and compensation of Buyer's employees.

- (b) All Confidential Information will be the sole property of Buyer and its assigns, and Buyer and its assigns will be the sole owner of all patents, copyrights and other rights in connection with such Confidential Information. During the term of the Order and for a period of five years after its completion or earlier termination, Seller will hold in confidence all Confidential Information. Seller will use Confidential Information only for the purposes of the Order, and will not reproduce, use or disclose to others such Confidential Information without Buyer's prior written consent, except (A) as necessary for the performance of the Order, (B) under a written confidentiality agreement containing terms at least as restrictive as those set forth in this Section 11, and (C) to the extent applicable, in strict compliance with Buyer's publication and presentation clearance policy.
- (c) Seller will provide to Buyer prompt written notice of all incidents that involve, or that Seller reasonably believes may involve, unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information in the custody, possession or control of Seller (each a "Security Incident"). Seller, at its sole expense, will promptly take all necessary and appropriate corrective action, and will reasonably cooperate with Buyer in connection with any investigation and remediation of such Security Incident. Seller will not distribute any public announcements regarding any Security Incident without Buyer's prior written consent, which will not be unreasonably withheld. Seller will reimburse Buyer for all actual and reasonable costs incurred by Buyer in connection with any such investigation and remediation of a Security Incident.
- (d) Unless Buyer has agreed otherwise in writing prior to disclosure, information that Seller has disclosed or may hereafter disclose to Buyer in connection with the negotiation and performance of the Order will be deemed to have been disclosed as part of the consideration for the Order, and Seller agrees not to assert any claims (except claims for patent infringement) by reason of the use, duplication or disclosure thereof by Buyer and/or its successors, assigns or customers.
- (e) Upon completion or earlier termination of the Order, Seller will, at Buyer's request, return to Buyer or destroy all Confidential Information and all copies that have been made thereof.
- (f) This Section 11 is supplemental to, and does not replace or supersede, any Confidential Disclosure Agreement to which Buyer and Seller may be parties.

## 12. Inventions.

- (a) If Seller is performing Services for Buyer, any Inventions, results, data, analyses, samples, information, specifications, proposals, patents, suggestions, reports and other items prepared or furnished by Seller in the performance of the Order, and all present and future intellectual property rights (including patents, trademarks and copyrights) that result from or are related to information disclosed by Buyer or Buyer's representatives to Seller or Seller's representatives, or that are developed as a result of, or in connection with, the Goods or Services furnished by Seller under the Order ("Work Product") will be the exclusive property of Buyer and, unless Seller is an individual residing in California, will be deemed "works made for hire" under U.S. copyright laws. Seller hereby assigns all of Seller's right, title and interest in all Work Product, including any present and future intellectual property rights therein. If Seller is not able to assign such Work Product to Buyer, or if a court deems the foregoing assignment ineffective or restricted to a finite period of time, then Seller hereby grants Buyer an exclusive, royalty-free, perpetual, worldwide unrestricted license to reproduce, distribute, modify and otherwise use such Work Product.
- (b) Seller agrees to assist Buyer to obtain and to enforce United States and foreign intellectual property rights in the Work Product in any and all countries. To that end, Seller will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Buyer may reasonably request for use in applying for, obtaining, sustaining and enforcing such intellectual property rights in the Work Product. If Buyer cannot, after reasonable effort, obtain Seller's signature on any document needed to apply for or prosecute any intellectual property rights related to the Work Product, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney in fact, to act for and on Seller's behalf, to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such intellectual property rights with the same legal force and effect as if executed by Seller.
- (c) Seller will not use Work Product for any purpose (including the filing or prosecution of any patent) without Buyer's prior written consent.

13. Property Furnished to Seller by Buyer. Title to and the right of immediate possession of all property furnished by Buyer to Seller for use hereunder, including but not restricted to tooling, designs, patterns, drawings, and materials, will be and remain in Buyer. Such property will not be used in the production, manufacture or design of any other articles for Seller or for any other purchaser or for manufacture or production of larger quantities than those specified herein, except with express written consent of Buyer. All such property supplied by Buyer will be segregated by Seller in Seller's facility and, wherever possible, clearly marked so as to be easily identified as Buyer's property. Seller will be fully responsible for all such property upon delivery to Seller until redelivery thereof to Buyer and will protect, preserve, and maintain such property in accordance with sound industrial practices. Seller will keep an inventory of all such property in its possession which is furnished by Buyer or which becomes the property of Buyer and will furnish copies of such inventories to Buyer as may be required. At the completion or termination of the Order, all such property together with all excess materials will be disposed of pursuant to Buyer's instructions. If such property is damaged or made unfit for its intended use, except for reasonable wear and tear or for the authorized use of the property in accordance with the provisions of the Order, Buyer's cost of replacement thereof is to be paid by Seller.
14. Termination. Buyer may (subject to paragraphs (a), (b), and (c) below) terminate work under the Order, in whole or in part, by written, facsimile or e-mail notice to Seller. Upon such notice, Seller will deliver to Buyer whatever Work Product then exists and will, as to the terminated portion of the Order, stop work immediately, notify approved subcontractors (if any) to stop work, and protect property in Seller's possession in which Buyer has or may acquire an interest.
  - (a) Buyer may cancel, amend or modify the Order if Seller breaches any of the terms and conditions hereof or fails to progress its performance adequately. The exercise by Buyer of the rights set forth hereunder will not constitute a waiver by Buyer of any other claim or right, whether existing by contract, by law or otherwise. Buyer may seek all remedies for breach and will not be precluded from recovering any type of damages available in an action for breach.
  - (b) Buyer may terminate the Order or any portion thereof at any time for its convenience. Upon such termination, Seller will immediately stop all work under the Order and will immediately cause its suppliers or subcontractors performing work under or related to the Order to cease such work. Seller will be paid a reasonable termination charge consisting of a percentage of the Order price reflecting the percentage of work satisfactorily performed prior to the notice of termination, plus reimbursement for Seller's actual costs incurred up to and including the date of termination that are properly allocable to or apportionable under recognized accounting practices to the terminated portion of the Purchase Order, including non-cancellable liabilities to subcontractors that are so allocable, but excluding any charge for interest or any materials that Seller may be able to reallocate to other orders. The total amount to be paid to Seller hereunder will not exceed the total amount that would have become due had Seller completed and Buyer accepted the Order. Buyer will have no further payment obligation related to the termination. Seller will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors that Seller could reasonably have avoided.
  - (c) Buyer may terminate the Order if Seller becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Seller under the U.S. Bankruptcy Code (except for involuntary petitions that are dismissed within 60 days of filing), or has a receiver or trustee appointed for substantially all of its property. In such event Buyer will have no liability for lost profits.
15. If applicable, during the performance of the Order, Seller will comply with section 60-1.4 of Title 41 of the Code of Federal Regulations (41 C.F.R. § 60-1.4).
16. Audits. Seller will provide (and will cause its subcontractors to provide) to Buyer or its representatives, including Buyer's external auditors and any government authority, access at all reasonable times and after reasonable notice (except in the case of an audit by a government authority) to the facilities, standard operating procedures, data and records of Seller and its subcontractors, in each case relating to the Goods or Services provided hereunder and Seller's performance under the Order, for the purposes of: (a) determining the adequacy of such facilities, standard operating procedures, data and records, and (b) to verify that Seller is furnishing the Goods or Services in accordance with the Order and applicable regulations. Seller will, at no cost to Buyer, provide reasonable assistance, including making its personnel available to facilitate such audits, and take all reasonable steps required to cure any deficiencies found in such audits.
17. Miscellaneous.
  - (a) In providing any Services under the Order, Seller is acting as an independent contractor and not an employee of Buyer.

Neither party to the Order will have the right, power or authority to obligate or bind the other in any manner whatsoever. Seller will not be eligible for any employee benefits that Buyer may offer to its employees. Taxes on any payments made by Buyer to Seller will be the sole responsibility of Seller.

- (b) Seller will not assign or subcontract the Order, in whole or in part, without Buyer's prior written consent.
- (c) Seller agrees to maintain, during the course of the Order and thereafter, comprehensive general liability insurance, worker's compensation insurance, contractual liability insurance, and product liability insurance in reasonable and customary amounts as are necessary to adequately cover Seller's potential liabilities that may arise in connection with providing the applicable Services under the Order.
- (d) All notices required or permitted under the Order will be deemed to have been given when successfully transmitted by facsimile, when transmitted by e-mail to a valid email address for Seller and no error message has been returned within one hour of transmission, or, if mailed, on the fifth business day following the date deposited in the mail, or if sent by receipted express delivery service, on the business day following deposit with such service. All notices to Buyer will be sent to Ionis Pharmaceuticals, Inc. at 2855 Gazelle Court, Carlsbad, CA 92010 to the attention of Purchasing, and to Seller at its address as set forth in the Order, or at such other address as either party may designate in writing to the other party.
- (e) Seller is not permitted to use the name of Buyer in any publicity, advertising or public announcement concerning the Order or the subject matter of the Order without the prior written consent of Buyer.
- (f) These Terms are divisible and separable. If any provision of these Terms is held to be or becomes invalid, illegal or unenforceable, such provision or provisions will be reformed to approximate as nearly as possible the intent of the Parties, and the remainder of these Terms will not be affected thereby and will remain valid and enforceable to the greatest extent permitted by law.
- (g) The failure of Buyer to insist upon strict performance of any provision of the Order or to exercise any right hereunder will not constitute a waiver of that provision of or right under the Order or of any other provision of or right under the Order.
- (h) No delay or failure of performance by a party hereto will be considered to be a breach if, and to the extent that, the delay or failure was caused by an occurrence or occurrences beyond that party's reasonable control, without such party's negligence and which by its nature could not have been foreseen by such party or, if foreseeable, was unavoidable ("Force Majeure Event"). Raw material price increases, unavailability of raw materials, labor disputes, Seller's economic hardship or changes in market conditions will not be deemed Force Majeure Events. The party prevented from or delayed in performing as a result of a Force Majeure Event will promptly provide written notice to the other party of such Force Majeure Event and will use commercially reasonable efforts to minimize the effects of the Force Majeure Event and resume performance under the Order. The party affected by the other party's delay may elect to suspend performance under the Order and extend the time for performance for the duration of the Force Majeure Event or cancel all or any part of the unperformed part of the Order.
- (i) The Order and any disputes arising thereunder or related thereto will be governed by the laws of the State of California, without regard to its conflict of law principles; *provided, however*, if Akcea Therapeutics, Inc. is identified as they Buyer in the Order, then any disputes arising thereunder or related thereto will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.
- (j) Any obligations that expressly or by their nature extend beyond the expiration or termination of the Order will survive the expiration or termination of the Order.