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As filed with the Securities and Exchange Commission on April 10, 2015

Registration No. 333-202938

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1
to

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Blueprint Medicines Corporation

(Exact name of registrant as specified in its charter)

Delaware	**2834**	**26-3632015**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

215 First Street
Cambridge, MA 02142
(617) 374-7580
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jeffrey W. Albers
President and Chief Executive Officer
Blueprint Medicines Corporation
215 First Street
Cambridge, MA 02142
617-374-7580
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Kingsley L. Taft **Michael J. Minahan** **Laurie A. Burlingame** **Goodwin Procter LLP** **Exchange Place** **53 State Street** **Boston, MA 02109** **(617) 570-1000**	**Peter N. Handrinos** **Ryan K. deFord** **Latham & Watkins LLP** **John Hancock Tower** **200 Clarendon Street** **Boston, MA 02116** **(617) 948-6000**

Approximate date of commencement of proposed sale to public:
As soon as practicable after this Registration Statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer o	Accelerated filer o	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	**Proposed maximum**	**Amount of**

	aggregate initial public offering price(1)	registration fee(2)
Common stock, $0.001 par value	$100,000,000	$11,620

(1) Includes initial public offering price of shares that the underwriters have the option to purchase. Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended.

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate initial public offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

Blueprint Medicines Corporation has prepared this Amendment No. 1 to Registration Statement, which was filed with the Securities and Exchange Commission on March 23, 2015 ("Registration Statement"), solely for the purpose of filing Exhibits 1.1 and 10.10 to the Registration Statement, making corresponding updates to Item 16 and the Exhibit Index, and updating Item 15 of the Registration Statement. This Registration Statement does not modify any provision of the Prospectus that forms Part I of the Registration Statement and accordingly such Prospectus has not been included herein.

Part II

Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable by the registrant in connection with the sale of common stock being registered. All amounts are estimates except for the Securities and Exchange Commission, or SEC, registration fee, the FINRA filing fee and The NASDAQ Global Market listing fee.

Item	Amount to be paid
SEC registration fee	$ 11,620
FINRA filing fee	17,000
The NASDAQ Global Market listing fee	125,000
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer Agent fees and expenses	*
Miscellaneous expenses	*
Total	$ *

* To be provided by amendment

Item 14. Indemnification of Directors and Officers

Section 145(a) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the Delaware General Corporation Law provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other

enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the Delaware General Corporation Law.

Our amended and restated certificate of incorporation, or the Charter, which will become effective upon completion of the offering, provides that no director of our company shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) in respect of unlawful dividend payments or stock redemptions or repurchases, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our Charter provides that if the Delaware General Corporation Law is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of our company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

The Charter further provides that any repeal or modification of such article by our stockholders or amendment to the Delaware General Corporation Law will not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring before such repeal or modification of a director serving at the time of such repeal or modification.

Our amended and restated by-laws, or the By-Laws, which will become effective upon completion of the offering, provide that we will indemnify each of our directors and officers and, in the discretion of our board of directors, certain employees, to the fullest extent permitted by the Delaware General Corporation Law as the same may be amended (except that in the case of amendment, only to the extent that the amendment permits us to provide broader indemnification rights than the Delaware General Corporation Law permitted us to provide prior to such the amendment) against any and all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by the director, officer or such employee or on the director's, officer's or employee's behalf in connection with any threatened, pending or completed proceeding or any claim, issue or matter therein, to which he or she is or is threatened to be made a party because he or she is or was serving as a director, officer or employee of our company, or at our request as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of our company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. Article V of the By-Laws further provides for the advancement of expenses to each of our directors and, in the discretion of the board of directors, to certain officers and employees.

In addition, the By-Laws provide that the right of each of our directors and officers to indemnification and advancement of expenses shall be a contract right and shall not be exclusive of any other right now possessed or hereafter acquired under any statute, provision of the Charter or By-Laws, agreement, vote of stockholders or otherwise. Furthermore, Article V of the By-Laws authorizes us to provide insurance for our directors, officers and employees, against any liability, whether or not we would have the power to indemnify such person against such liability under the Delaware General Corporation Law or the provisions of Article V of the By-Laws.

In connection with the sale of common stock being registered hereby, we have entered into indemnification agreements with each of our directors and our executive officers. These agreements will provide that we will indemnify each of our directors and such officers to the fullest extent permitted by law and the Charter and By-Laws.

We also maintain a general liability insurance policy, which covers certain liabilities of directors and officers of our company arising out of claims based on acts or omissions in their capacities as directors or officers.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act of 1933, as amended, against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

Issuances of capital stock

In April 2011, February 2012, March 2012, October 2012, January 2013 and September 2013, we issued and sold an aggregate of 40,000,000 shares of our Series A convertible preferred stock to two investors for aggregate consideration of $40,000,000.

In January 2014, we issued an aggregate of 20,916,663 shares of our Series B convertible preferred stock for aggregate consideration of $25,099,996 to seven investors.

In November 2014, we issued an aggregate of 24,154,589 shares of our Series C convertible preferred stock for aggregate consideration of $49,999,999 to eighteen investors.

In March 2015, we issued 55,000 shares of our common stock to a former employee pursuant to the terms of a certain Settlement and General Release of Claims between the Company and the former employee.

No underwriters were used in the foregoing transactions. All sales of securities described above were made in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act (and/or Regulation D promulgated thereunder) for transactions by an issuer not involving a public offering. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

Grants of warrants

In May 2013 we issued warrants to purchase 150,000 shares of Series A Preferred Stock at a per share exercise price of $1.00, and in November 2014 we issued warrants to purchase 83,333 shares of our Series B Preferred Stock at a per share exercise price of $1.20. The warrant issuances were exempt pursuant to Section 4(a)(2), as transactions by an issuer not involving a public offering. The shares of convertible preferred stock issued upon exercise of warrants and the shares of common stock issued upon conversion of the convertible preferred stock are deemed restricted securities for the purposes of the Securities Act.

Grants of stock options and restricted stock

Since January 1, 2012, we have granted stock options to purchase an aggregate of 12,012,300 shares of our common stock at exercise prices ranging from $0.27 to $1.72, to employees, directors and consultants pursuant to our stock option plan. Since January 1, 2012, we have granted an aggregate of 11,429,450 shares of restricted stock. The issuances of these securities were exempt either pursuant to Rule 701, as a transaction pursuant to a compensatory benefit plan, or pursuant to Section 4(a)(2), as a transaction by an issuer not involving a public offering.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

See the Exhibit Index attached to this Registration Statement, which is incorporated by reference herein.

(b) Financial statement schedules

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

1. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

2. For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cambridge, Commonwealth of Massachusetts, on April 10, 2015.

Blueprint Medicines Corporation

By: /s/ JEFFREY W. ALBERS

Jeffrey W. Albers
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ JEFFREY W. ALBERS Jeffrey W. Albers	President, Chief Executive Officer and Director *(Principal Executive Officer)*	April 10, 2015
/s/ KYLE D. KUVALANKA Kyle D. Kuvalanka	Chief Business Officer *(Principal Financial and Accounting Officer)*	April 10, 2015
* Daniel S. Lynch	Chairman of the Board	April 10, 2015
* Nicholas Lydon, Ph.D.	Director	April 10, 2015
* Alexis Borisy	Director	April 10, 2015
* Stephen C. Knight, M.D.	Director	April 10, 2015
* Charles A. Rowland, Jr.	Director	April 10, 2015
* Thilo Schroeder, Ph.D.	Director	April 10, 2015

* Pursuant to Power of Attorney

*By: /s/ JEFFREY W. ALBERS
Jeffrey W. Albers

QuickLinks

Exhibit 1.1

FINAL FORM

Blueprint Medicines Corporation

Common Stock, $0.001 par value

Underwriting Agreement

, 2015

Goldman, Sachs & Co.,
Cowen and Company, LLC
As representatives of the several Underwriters
named in Schedule I hereto,

c/o Goldman, Sachs & Co.,
200 West Street,
New York, New York 10282-2198

and

c/o Cowen and Company, LLC
599 Lexington Avenue
New York, NY 10022

Ladies and Gentlemen:

Blueprint Medicines Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), an aggregate of [·] shares (the "Firm Shares") and, at the election of the Underwriters, up to [·] additional shares (the "Optional Shares") of Common Stock, par value $0.001 per share ("Stock"), of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333-202938) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration

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Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, and, excluding exhibits thereto, to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has heretofore been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus"; any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act is hereinafter called a "Section 5(d) Communication"; and any Section 5(d) Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Section 5(d) Writing";

(b) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in

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writing to the Company by an Underwriter through a Representative expressly for use therein;

(c) For the purposes of this Agreement, the "Applicable Time" is [·] [·]m (Eastern time) on the date of this Agreement; the Pricing Prospectus, as supplemented by those Issuer Free Writing Prospectuses and other documents and information listed on Schedule II(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II(a) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus and each Section 5(d) Writing listed on Schedule II(b) hereto, each as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however,* that this representation and warranty shall not apply to statements or omissions made in the Pricing Disclosure Package, any Issuer Free Writing Prospectus or any Section 5(d) Writing in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through a Representative expressly for use therein;

(d) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through a Representative expressly for use therein;

(e) From the time of initial confidential submission of a registration statement relating to the Shares with the Commission (or, if earlier, the first date on which a Section 5(d) Communication was made) through the date hereof, the Company has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company");

(f) The Company has not sustained since the date of the latest audited financial statements included in the Pricing Prospectus any material loss or

material interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Registration Statement and the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been any change in the capital stock (other than as a result of the exercise of stock options or the award of stock options or restricted stock in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus) or long-term debt of the Company or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity, results of operations or prospects of the Company, otherwise than as set forth or contemplated in the Pricing Prospectus;

(g) The Company does not own any real property. The Company has good and marketable title to all personal property owned by it, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and any real property and buildings held under lease by the Company are held, to the Company's knowledge, under valid, subsisting and enforceable leases (subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally; (ii) the application of general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or in equity); and (iii) applicable law and public policy with respect to rights to indemnity and contribution) with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company;

(h) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to be so qualified or be in good standing in such jurisdictions would not, individually or in the aggregate, have a material adverse effect on the current or future financial position, stockholders' equity, results of operations or prospects of the Company (a "Material Adverse Effect");

(i) The Company has an authorized, issued and outstanding capitalization as set forth in the Pricing Prospectus under the column labeled "Actual" under the caption "Capitalization" and all of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable and conform to the description of the Stock, or the preferred stock of the Company, as applicable, contained in the Pricing Prospectus and Prospectus;

(j) The Shares to be issued and sold by the Company to the Underwriters hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform to the description of the Stock contained in the Prospectus;

(k) The issue and sale of the Shares and the compliance by the Company with this Agreement and the consummation by the Company of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, lease, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, (ii) the Certificate of Incorporation or By-laws of the Company or (iii) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, except in the case of (i) and (iii) for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except the registration under the

Act of the Shares, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms, the approval for listing the Shares on The NASDAQ Global Market and such consents, approvals, authorizations, registrations, orders or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(l) The Company is not (i) in violation of its Certificate of Incorporation or By-laws, (ii) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority (collectively, the "Regulatory Authorities"), except in the case of (ii) and (iii) for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(m) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Company's capital stock, under the captions "Business – Government Regulation", "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Sources of Liquidity," "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders" and "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair;

(n) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company is a party or of which any property of the Company is the subject which, if determined adversely to the Company, would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by Regulatory Authorities or threatened by others;

(o) The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Pricing Disclosure Package, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(p) At the time of filing the Initial Registration Statement the Company was not and, as of the date hereof is not an "ineligible issuer," as defined under Rule 405 under the Act;

(q) Ernst & Young LLP, who have certified certain financial statements of the Company], is an independent public accountant as required by the Act and the rules and regulations of the Commission thereunder;

(r) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that complies with the requirements of the Exchange Act applicable to the Company and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("GAAP"). The Company's internal accounting controls have been designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance GAAP. The Company's internal accounting controls are sufficient to provide reasonable assurance that (i) transactions are executed in accordance with the general or specific authorizations of the Company's management; (ii) transactions are recorded as necessary to permit preparation of financial

statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with the general or specific authorization of the Company's management; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company is not aware of any material weaknesses in its internal control over financial reporting;

(s) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(t) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that are designed to comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(u) The Company has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken;

(v) Except as disclosed in the Pricing Prospectus, the Company owns or has valid, binding and enforceable licenses or other rights under the patents and patent applications, copyrights, trademarks, trademark registrations, service marks, service mark registrations, trade names, service names, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and other intellectual property (collectively, "Intellectual Property") that is necessary for, or used in the conduct of, or the proposed conduct of, the business of the Company in the manner described in the Pricing Prospectus (collectively, the "Company Intellectual Property"). To the Company's knowledge, none of the patents and patent applications contained in the Company Intellectual Property, are invalid or unenforceable, in whole or in part, and the Company is unaware of any facts that would form a reasonable basis for such a determination. None of the rights within the Company Intellectual Property, other than patents and patent applications, are invalid or unenforceable, in whole or in part, and the Company is unaware of any facts that would form a reasonable basis for such a determination. Except as disclosed in the Pricing Prospectus, the Company is not obligated to pay a material royalty, grant a license or provide other material consideration to any

third party in connection with the Company Intellectual Property. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by a third party (i) challenging the Company's rights in or to any Company Intellectual Property, including with respect to ownership and inventorship; (ii) challenging the validity, enforceability or scope of any Company Intellectual Property; or (iii) asserting that the Company has infringed, misappropriated or otherwise violated, or would, upon the commercialization of any products described in the Pricing Prospectus as under development, infringe, misappropriate or otherwise violate, any Intellectual Property rights of others; and, in each of the foregoing cases, the Company (a) is unaware of any facts that would form a reasonable basis for any such action, suit, proceeding or claim and (b) has not received any written notice alleging any such claim or conflict. To the knowledge of the Company, (1) neither the commercial development nor the sale of any of the products, proposed products or processes of the Company, as described in the Pricing Prospectus, infringes, misappropriates or otherwise violates, or would, upon the commercialization of such products or proposed products, infringe, misappropriate or otherwise violate, any Intellectual Property rights of any third party;(2) the Company believes it can acquire, on reasonable terms, any licenses under third-party Intellectual Property that may be necessary for or used in its business, as currently conducted or as proposed to be conducted, as described in the Pricing Prospectus; (3) no third party has any ownership right in or to any Company Intellectual Property that is owned by the Company, other than any co-owner of a patent or patent application within the Company Intellectual Property who is listed on the records of the U.S. Patent and Trademark Office (the "USPTO") as co-owner of such patent or named in such patent application; (4) no third party has any ownership right in or to any Company Intellectual Property, in any field of use, other than the respective licensor to the Company of such Company Intellectual Property; (5) no employee of the Company is in or has ever been in violation, in any material respect, of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or other restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment, or to actions undertaken by the employee while employed, with the Company; and (6) each current and former employee and consultant of the Company (A) has executed an inventions assignment and confidentiality agreement with the Company, on or about the respective date of hire, and signed copies of such agreements have been made available to the Underwriter and its counsel; and (B) has assigned or agreed to assign to the Company any and all Intellectual Property rights he or she may possess or may have possessed that are related to the Company's business, as currently conducted and as proposed to be conducted, as described in the Pricing Prospectus;

(w) All patents and patent applications owned by or licensed to the Company or under which the Company has rights have, to the knowledge of the Company, been duly and properly filed and maintained; to the knowledge of the Company, the parties prosecuting such applications have complied with their duty of candor and disclosure to the USPTO in connection with such applications; and the Company is not aware of any facts required to be disclosed to the USPTO that were not disclosed to the USPTO and which would preclude the grant of a patent in connection with any such application or could form the basis of a finding of invalidity with respect to any patents that have issued with respect to such applications;

(x) The pre-clinical studies conducted by, on behalf of or sponsored by the Company were and, if still pending are being, conducted in all material respects in accordance with the experimental protocols established for each study and with all applicable local, state and federal laws, rules and regulations, including, without limitation, the Federal Food, Drug and Cosmetic Act and its applicable implementing regulations at 21 C.F.R. Part 58, or the U.S. Food and Drug Administration's exercise of enforcement discretion thereto, as applicable, except where the failure to so conduct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; the descriptions of the results of such studies contained in any Pricing Prospectus or Prospectus did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; except to the extent disclosed in any Pricing Prospectus or Prospectus, the Company is not aware of any studies, the results of which are inconsistent with or otherwise call into question the study results described or referred to in any Pricing Prospectus or the Prospectus; and neither the FDA nor any applicable foreign Regulatory Agency has commenced, or, to the knowledge of the Company, threatened to initiate, any action to place a hold order on, or otherwise terminate, delay or suspend, any proposed or ongoing pre-clinical or clinical investigation conducted or proposed to be conducted by or on behalf of the Company.

(y) The Company has operated and currently is in compliance in all respects with all applicable Health Care Laws (defined herein), including, without limitation, the rules and regulations of the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services Office of Inspector General, the Centers for Medicare & Medicaid Services, the Office for Civil Rights, the Department of Justice or any other governmental agency or body having jurisdiction over the Company or any of its properties, ("Regulatory Authorities"), and has not engaged in activities which are, as applicable, cause for false claims liability, civil penalties, or mandatory or permissive exclusion from Medicare, Medicaid, or any other state or federal health care program. For purposes of this Agreement, "Health Care Laws" shall mean the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Payment Sunshine Act (42 U.S.C. § 1320a-

7h), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Act (42 U.S.C. § 1320a-7b(a)), all criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286 and 287, and the health care fraud criminal provisions under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.) ("HIPAA"), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.), Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.), or the rules and regulations of any other Regulatory Authority. The Company has not received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the U.S. Food and Drug Administration or any other Regulatory Authority alleging or asserting noncompliance with any Laws applicable to the Company. Additionally, the Company is not a party to nor has any ongoing reporting obligations pursuant to any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Regulatory Authority. Neither the Company, nor, to the knowledge of the Company, any of its respective employees, officers or directors has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, is subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension, or exclusion;

(z) The Company possesses all material permits, licenses, approvals, clearances, exemptions, registrations, consents and other authorizations (collectively, "Permits") issued by the appropriate Regulatory Authorities , including without limitation, all such Permits required by the U.S. Food and Drug Administration or any component thereof, necessary to conduct the businesses now operated by it, except where the failure to possess such Permit would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; the Company is in compliance with the terms and conditions of all such Permits, except where the failure to comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and all of the Permits are valid and in full force and effect; the Company has not received notice of proceedings relating to the revocation or material modification of any such Permits and to the knowledge of the Company, no Regulatory Authority granting any such Permit has taken any action to limit, suspend or revoke the same in any material respect.

(aa) Except as described in the Pricing Prospectus and the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a

registration statement under the Act with respect to any securities of the Company owned or to be owned by such person;

(bb) Except as described in the Pricing Prospectus and the Prospectus, the Company has filed all material federal, state, local and foreign income and franchise tax returns required to be filed through the date hereof, subject to permitted extensions, and has paid all material taxes due thereon. Except as described in the Pricing Disclosure Package, no material tax deficiency has been determined adversely to the Company;

(cc) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Company has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(dd) The operations of the Company are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Company (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(ee) Neither the Company or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(ff) The Company has insurance covering its properties, operations, personnel and businesses, including business interruption insurance, which insurance insures against such risks and is in such amounts as are, in the Company's reasonable judgment, commercially reasonable for the conduct of its business; and the Company has not (i) received written notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business;

(gg) The Company (i) is in compliance with all, and has not violated any, laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any Regulatory Authority, including without limitation any international, national, state, provincial, regional, or local authority, relating to the protection of human health or safety, the environment, or natural resources, or to hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") applicable to the Company, which compliance includes, without limitation, obtaining, maintaining and complying with all permits and authorizations and approvals required by Environmental Laws to conduct its business, and (ii) has not received written notice of any actual or alleged violation of Environmental Laws, or of any potential liability for or other obligation concerning the presence, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except in the case of (i) and (ii) where the failure to comply or the potential liability or obligation would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as described in the Pricing Disclosure Package and the Prospectus, (A) there are no proceedings that are pending against the Company under Environmental Laws in which a Regulatory Authority is also a party and (B) the Company is not aware of any non-compliance with Environmental Laws, or liabilities under Environmental Laws, which would reasonably be expected to have a Material Adverse Effect;

(hh) The financial statements included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company as of the dates indicated, and for the periods indicated therein, subject in the case of unaudited financial statements to normal year-end audit adjustments; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved, except as otherwise stated in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the Pricing Disclosure Package and the Prospectus

present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Disclosure Package or the Prospectus under the Act or the rules and regulations promulgated thereunder;

(ii) There are no debt securities or preferred stock of, or guaranteed by, the Company that are rated by a "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act;

(jj) The Company has no subsidiaries;

(kk) Except as would not, individually or in the aggregate, reasonably be expected to result in a material liability to the Company or any of its subsidiaries, (i) each "employee benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA, for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each a "Plan") has been maintained in compliance with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) neither the Company nor any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA in respect of a Plan (including a "multiemployer plan," within the meaning of Section 4001(c)(3) of ERISA); (iii) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; (iv) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency with respect to any Plan that could reasonably be expected to result in material liability to the Company; and (iv) the Company has not incurred any liability for any prohibited transaction, the failure of any Plan to meet the minimum funding standards required by law, including by ERISA or the Code, or any complete or partial withdrawal liability with respect to any Plan; and

(ll) No labor dispute with the employees of the Company or, to the knowledge of the Company, is threatened, and the Company is not aware of any existing or threatened labor disturbance by the employees of any of its principal suppliers, manufacturers, customers or contractors that, individually or in the aggregate, could reasonably be expected to result in a material liability to the Company.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $[·], the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to [·] Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering sales of shares in excess of the number of Firm Shares, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in electronic form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment

shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [·], 2015 or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in each written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(j) hereof, will be delivered at the offices of Latham & Watkins LLP, John Hancock Tower, 200 Clarendon Street, Boston, MA 02116 (the "Closing Location"), and the Shares will be delivered at the office of DTC or its designated location, all at such Time of Delivery. A meeting will be held at the Closing Location at [·]p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday,

Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any

request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus relating to the Shares or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction, or subject itself to taxation in any such jurisdiction in which it was not otherwise subject to taxation;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such other time as may be agreed to be the Representatives and the Company) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities (whose name and address the Underwriters shall furnish to the Company) as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering Analysis and Retrieval System ("EDGAR")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e)(1) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise; provided, however, that the foregoing restrictions shall not apply to (A) the Shares to be sold hereunder, (B) any shares of Common Stock issued by the Company upon the exercise or settlement of options pursuant to the Company's equity plans disclosed in the Pricing Prospectus, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement, or (C) any shares of Common Stock or any security convertible into or exercisable for shares of Common Stock issued by the Company in connection with a transaction with an unaffiliated third party that includes a bona fide commercial relationship (including joint ventures, marketing or distribution arrangements, collaboration agreements or intellectual property license agreements); provided that in the case of clause (C), the aggregate number of shares of Common Stock that the Company may sell or issue or agree to sell or issue pursuant to clause (C) shall not exceed 5% of the total number of shares of the Common Stock issued and outstanding immediately following the completion of the transactions contemplated by this Agreement; and provided further that in the case of clauses (B) through (C) the Company shall (i) cause each recipient of such securities to execute and deliver to you, on or prior to the issuance of such securities, a lock-up agreement on substantially the same terms as the lock-up agreements referenced in Section 8(j) hereof for the remainder of the Company Lock-Up Period, and (ii) enter stop transfer instructions with the Company's

transfer agent and registrar on such securities, which the Company agrees it will not waive or amend without the prior written consent of each Representative;

(e)(2) If the Representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 8(j) hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex II hereto through a major news service at least two business days before the effective date of the release or waiver or as otherwise permitted under FINRA Rule 5131.

(f) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company for such quarter in reasonable detail; provided that no reports, documents or other information needs to be furnished pursuant to this Section 5(f) to the extent they are available on EDGAR;

(g) During a period of three years from the effective date of the Registration Statement, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; provided that no reports, documents or other information needs to be furnished pursuant to this Section 5(g) to the extent they are available on EDGAR ;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its best efforts to list, subject to notice of issuance, the Shares on The NASDAQ Global Market;

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(k) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and

the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act;

(l) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); *provided, however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; and

(m) To promptly notify you if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) completion of the 180-day restricted period referred to in Section 5(e)(1).

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Underwriter represents and agrees that, without the prior consent of the Company and The Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) or Schedule II(c) hereto;

(b) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Section 5(d) Communications, other than Section 5(d) Communications with the prior consent of the Representatives with entities that are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Section 5(d) Writings, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(b) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Section 5(d) Communications;

(c) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(d) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or any Section 5(d) Writing prepared or authorized by it any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Section 5(d) Writing prepared or authorized by it would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Section 5(d) Writing prepared or authorized by it or other document which will correct such conflict, statement or omission; *provided, however,* that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or

Section 5(d) Writing prepared or authorized by it made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey (iv) all fees and expenses in connection with listing the Shares on The NASDAQ Global Market; (v) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vi) the cost of

preparing stock certificates; (vii) the cost and charges of any transfer agent or registrar; [(viii) all costs and expenses of the Company related to investor presentations on any "road show" undertaken in connection with the marketing of the Shares, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants (not including the Underwriters and their representatives)(provided, however, that the Underwriters and the Company shall each pay 50% of the cost of any aircraft chartered in connection with any road show meetings); and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section; provided, however, that the amount payable by the Company pursuant to subsections (iii) and (v) and for the fees and disbursements of counsel to the Underwriters described in subsections (iii) and (v) of this Section 7 shall not exceed $50,000 in the aggregate. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder**,** as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Latham & Watkins LLP, counsel for the Underwriters, shall have furnished to you their written opinion (a form of such opinion is attached as Annex II(a) hereto), dated such Time of Delivery, in form and substance satisfactory to you, as well as such other related matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Goodwin Proctor LLP, counsel for the Company, shall have furnished to the Representatives their written opinion (in substantially the form attached hereto as Annex II(b)-1 previously agreed to by the parties) and negative assurance letter (in substantially the form attached hereto as Annex II(b)-2 previously agreed to be the parties), dated such Time of Delivery;

(d) Lando & Anastasi, LLP, special counsel for the Company with respect to intellectual property matters, shall have furnished to you their written opinion (in substantially the form attached hereto as Annex II(c) as previously agreed to by the parties), dated such Time of Delivery;

(e) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Ernst & Young LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, to the effect set forth in Annex I hereto (the executed copy of the letter delivered prior to the execution of this Agreement is attached as Annex I(a) hereto and a draft of the form of letter to be delivered on the effective date of any post-effective amendment to the Registration Statement and as of each Time of Delivery is attached as Annex I(b) hereto);

(f) (i) The Company shall not have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of the exercise of stock options or the award of stock options or restricted stock in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus) or long-term debt of the Company or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position,

stockholders' equity (deficit), results of operations or prospects of the Company, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus;

(g) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or The NASDAQ Global Market; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange or The NASDAQ Global Market; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(h) The Shares to be sold at such Time of Delivery shall have been duly listed on The NASDAQ Global Market;

(i) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from the officers, directors, employees and stockholders of the Company, substantially to the effect set forth in Annex V hereof in form and substance satisfactory to you;

(j) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement;

(k) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (e) of this Section and as to such other matters as you may reasonably request; and

(l) FINRA shall have confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Shares.

9. (a) The Company will indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501(b) under the Act (each, an "Affiliate")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each an "Underwriter Indemnified Party") against any losses, claims, damages or liabilities, joint or several, to which such Underwriter Indemnified Party may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Section 5(d) Writing, or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter Indemnified Party for any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any Section 5(d) Writing, in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company its directors, officers and Affiliates and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each a "Company Indemnified Party") against any losses, claims, damages or liabilities to which such Company Indemnified Party may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any Section 5(d) Writing, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not

misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any Section 5(d) Writing, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse each Company Indemnified Party for any legal or other expenses reasonably incurred by such Company Indemnified Party in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the

commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as

is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend,

upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all

the

Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, any Shares are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the Representatives in care of Goldman, Sachs & Co., 200 West Street, New York, New York 10282-2198, Attention: Registration Department, and to Cowen and Company, LLC, 599 Lexington Avenue, New York, NY 10022 and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; *provided, however,* that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its

Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request; *provided, however*, that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the Representatives at Goldman, Sachs & Co., 200 West Street, New York, New York 10282-2198, Attention: Control Room and Cowen and Company, LLC, 599 Lexington Avenue, New York, NY 10022. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **THIS AGREEMENT AND ANY MATTERS RELATED TO THIS TRANSACTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK. The Company agrees that any suit or proceeding arising in respect of this agreement or our engagement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

21. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Blueprint Medicines Corporation

By: _____

Name: _____

Title: _____

Accepted as of the date hereof:

Goldman, Sachs & Co.

By: _____

Name: _____

Title: _____

Cowen and Company, LLC

By: _____

Name: _____

Title: _____

On behalf of each of the Underwriters

[Signature Page to Underwriting Agreement (Blueprint Medicines)]

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman, Sachs & Co.		
Cowen and Company, LLC		
JMP Securities LLC		
Wedbush Securities Inc.		
Total		

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

(b) Section 5(d) Writings*:*

(c) Materials other than the Pricing Prospectus that comprise the Pricing Disclosure Package*:*

ANNEX I(A)

Executed Comfort Letter
Delivered Prior to Execution of this Agreement

ANNEX I(B)

Form of Comfort Letter
to be Delivered Upon the Effective Date of a Post-Effective Amendment
and at Each Time of Delivery

ANNEX II

Form of Press Release

Blueprint Medicines Corporation
[Date]

Blueprint Medicines Corporation (the "Company") announced today that Goldman, Sachs & Co. and Cowen & Company, LLC, the lead book-running managers in the Company's recent public sale of shares of common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX II(A)

Form of Opinion for Latham & Watkins LLP

ANNEX II(B)-1

Form of Opinion for Goodwin Proctor LLP

ANNEX II(B)-2

Form of Negative Assurance Letter for Goodwin Proctor LLP

ANNEX II(C)

Form of Opinion for Lando & Anastasi LLP

Goldman, Sachs & Co.,
Cowen and Company, LLC
As representatives of the several Underwriters
named in Schedule I hereto,

c/o Goldman, Sachs & Co.,
200 West Street,
New York, New York 10282-2198

and

c/o Cowen and Company, LLC
599 Lexington Avenue
New York, NY 10022

Ladies and Gentlemen:

This letter is being furnished to you pursuant to Section 8(d) of the Blueprint Medicines Corporation, a Delaware corporation (together with its subsidiaries, the "Company"), and the several Underwriters listed on Schedule I to the Underwriting Agreement (the "Underwriters"), for which you are acting as Representatives. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Underwriting Agreement.

We have acted as intellectual property counsel for the Company since [·]. Our representation is limited to [·]. Our opinions set forth below, except where indicated otherwise, are limited to those matters where: [·].

We have examined such documents as we have considered necessary for purposes of rendering our opinions set forth in this letter, including the following:

(i) the statements included in (a) the Registration Statement, (b) the Preliminary Prospectus, and/or (c) the Prospectus, in each case under the captions "Business — Intellectual Property," and "Risk Factors — Risks Related to Our Intellectual Property" (collectively, the "Intellectual Property Sections");

(ii) all records, documents, instruments and agreements in our possession relating to the intellectual property matters of the Company, including those relating to the patent applications owned by or licensed by the Company; and

(iii) the Underwriting Agreement.

[As to matters of fact (including factual conclusions and characterizations and descriptions of purpose, intention, or other state of mind), we have relied upon various oral and written communications from the Company to us, some of which were made specifically in connection with this opinion, and we have assumed, without independent inquiry, the accuracy of all of such representations and statements.

We have assumed the genuineness of all signatures, the conformity to the originals of all documents reviewed by us as copies, the authenticity and completeness of all original documents reviewed by us in original or copy form, and the legal capacity and competence of each individual executing any document. In making our examination of documents executed by parties other than the Company, we have assumed that each other party has the power and authority to execute and deliver, and to perform and observe the provisions of, such documents, and the due authorization by each such party of all requisite action, the due execution and delivery of such documents by each such party, the legal capacity and competence of each individual executing any document, and that such documents constitute the legal, valid, and binding obligations of each such party.

When an opinion set forth below is given to our knowledge, or with reference to matters of which we are aware or that are known to us or have come to our attention, or with another similar qualification, the relevant knowledge or awareness is limited to the actual knowledge or awareness of the individual lawyers in the firm who have participated directly in the specific matters to which this letter relates. With respect to the opinions in paragraph 2 below, we have not conducted any search of the docket or the records of any court or governmental agency.

Each opinion set forth below is subject to the following general qualifications:

(a) as to any instrument or agreement delivered by the Company, we assume that it has received the agreed-upon consideration therefor;

(b) as to any agreement to which the Company is a party, we assume that such agreement is the binding obligation of each other party thereto;

(c) the enforceability of any obligation of the Company may be subject to, affected by, or limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, marshaling, or other laws, rules of law, or regulations relating to or

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affecting the enforcement generally of creditors' rights and remedies (including such as may deny giving effect to waivers of debtors' rights), including preferences and equitable subordination;

(d) no opinion is given herein as to the availability of any specific or equitable relief of any kind or as to the enforceability of any contractual provision relating to remedies after default;

(e) the enforcement of any rights may in all cases be subject to an implied duty of good faith and fair dealing and to general principles of equity (whether such enforcement is considered in a proceeding at law or in equity);

(f) no opinion is given herein as to any particular provision relating to (i) waivers of rights to object to jurisdiction or venue, or consents to jurisdiction or venue, (ii) waivers of rights (or methods of) service of process, or rights to trial by jury, or other rights or benefits bestowed by operation of law, (iii) waivers of any applicable defenses, setoffs, recoupments, or counterclaims, or (iv) rights to indemnification or contribution; and we express no opinion as to the effect of suretyship defenses, or defenses in the nature thereof, with respect to the obligations of any applicable guarantor, joint obligor, surety, accommodation party, or other secondary obligor; and

(g) our opinion is based upon current statutes, rules, regulations, cases and official interpretive opinions.

Subject to the limitations set forth below, we have made such examination of law as we have deemed necessary for the purposes of expressing the opinions set forth in this letter. Such opinions are limited solely to the laws of The Commonwealth of Massachusetts as applied by courts located in Massachusetts, the General Corporation Law of the State of Delaware as applied by courts located in Delaware (the "DGCL"), and the federal laws of the United States of America, in each case to the extent that the same may apply to or govern such matters addressed herein.]

Based upon the foregoing, we are of the opinion that:

1. The statements in the Intellectual Property Sections to the extent that they constitute a summary of matters of law, documents referred to therein, or legal conclusions, have been reviewed by us, are accurate in all material respects, and fairly summarize the matters described therein in all material respects.

2. To our knowledge, (i) there is no legal or governmental proceeding pending relating to any patent rights, trade secrets, trademarks, service marks, copyrights, or other intellectual property or proprietary information or materials of the Company (collectively, the "Company Intellectual Property"), or to the Company's rights in any of the foregoing, other

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than any ordinary course examination proceedings before the United States Patent and Trademark Office (the "USPTO") or corresponding foreign patent offices relating to the prosecution of any pending patent applications within the Company Intellectual Property; and (ii) no such proceedings are threatened or contemplated by governmental authorities or others.

3. We do not know of any contracts or other documents relating to the Company Intellectual Property that are of a character required to be described in the Registration Statement, the Preliminary Prospectus, or the Prospectus or to be filed as an exhibit to any of the foregoing and that have not been so described or filed as required.

4. To our knowledge, (i) the Company has not infringed, misappropriated, or otherwise violated, is not infringing, misappropriating, or otherwise violating, and, upon the commercialization and sale of the products or services described in the Registration Statement, the Preliminary Prospectus, or the Prospectus as under development, would not infringe misappropriate, or otherwise violate, any patents, trade secrets, trademarks, service marks, copyrights or other intellectual property or proprietary information or materials of others, and we are unaware of any facts that would form a reasonable basis for a claim of any such infringement, misappropriation, or other violation; and (ii) there is no infringement or other violation by others of any patents, trade secrets, trademarks, service marks, copyrights or other intellectual property or proprietary information or materials of the Company, and we are unaware of any facts that would form a reasonable basis for a claim of any such infringement, misappropriation, or other violation.

5. To our knowledge, (i) the Company has sole and exclusive ownership of or valid license rights to any and all patents, patent applications, and other intellectual property owned or purported to be owned by or licensed to the Company; (ii) except as disclosed in the Registration Statement, the Preliminary Prospectus, and the Prospectus, there are no rights of any third parties to any such patents, patent applications, or other intellectual property; (iii) the Company owns or possesses, or will be able to obtain on reasonable terms, adequate rights or licenses to use all patents and other intellectual property or other intangible property or assets that are, or would be, necessary to conduct the business now conducted or proposed to be conducted by the Company as described in the Registration Statement, the Preliminary Prospectus, and the Prospectus; and (iv) there are no facts that would form a basis for a finding of unenforceability or invalidity of any of the patents and other material intellectual property and assets of the Company.

6. We are not aware of any fact with respect to any of the patent applications of the Company presently on file with the USPTO or any foreign patent office that (i) would preclude the issuance of patents with respect to such applications; (ii) would lead us to conclude that such patents, when issued, would not be valid and enforceable in accordance with applicable law and regulations; or (iii) would result in any third party having any rights in any patents issuing from such patent applications.

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7. To our knowledge, all material published literature, patent references, and other pertinent information relating to the inventions claimed in any patents or patent applications of the Company known to us has been disclosed, or will be disclosed in a timely fashion, to the USPTO in accordance with 37 C.F.R. § 1.56. To our knowledge, all material information submitted to the USPTO in the relevant applications, and in connection with the prosecution of the relevant applications, was believed to be accurate at the time it was submitted. Neither we nor, to the best of our knowledge, the Company, has made any material misrepresentation or concealed any material information from the USPTO in any patent or patent application of the Company in violation of 37 C.F.R. § 1.56.

While we have not participated in drafting sessions in respect of the Registration Statement, the Preliminary Prospectus, or the Prospectus with representatives of the Company, other Company counsel, the Underwriters, or Underwriters' counsel, and, while we do not assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Registration Statement, the Preliminary Prospectus, or the Prospectus (except as provided in Paragraph 1 above), we have discussed the Intellectual Property Sections and the contents thereof with representatives of the Company, other Company counsel, the Underwriters, and Underwriters' counsel. Subject to and on the basis of the limitations contained herein, no facts have come to our attention that cause us to believe that (i) the Intellectual Property Sections included in the Registration Statement, as of the time it became effective or was deemed to have become effective under applicable law, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (ii) the Intellectual Property Sections included in the Preliminary Prospectus, as of the Applicable Time, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) the Intellectual Property Sections included in the Prospectus, as of its date and the date hereof, contained or contain any untrue statement

of a material fact or omitted or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This opinion letter and all of the opinions and other statements herein are as of the date thereof. We assume no obligation to update this opinion letter or any such opinion or statement, or otherwise to inform you in the future, with respect to any facts or circumstances or changes in the law that hereafter may occur or come to our attention.

This opinion letter and all of the opinions and other statements herein have been delivered solely for the benefit of you and your counsel in connection with the transactions contemplated by the Underwriting Agreement and may not be referred to or used for any other purpose, except with our express written consent, provided that the foregoing shall not prohibit you from furnishing copies of this letter to the extent required by the applicable law or

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regulation or requested by any governmental or regulatory authority having jurisdiction over you.

Very truly yours,
Lando & Anastasi, LLP

ANNEX V

Form of Lock-Up Agreement

Blueprint Medicines Corporation

Lock-Up Agreement

February [ ], 2015

Goldman, Sachs & Co.,
Cowen and Company, LLC,
As representatives of the several Underwriters

c/o Goldman, Sachs & Co.,
200 West Street,
New York, New York 10282-2198

and

c/o Cowen and Company, LLC,
599 Lexington Avenue
New York, NY 10022

Re: Blueprint Medicines Corporation - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Blueprint Medicines Corporation, a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of the Common Stock of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date hereof and continuing to and including the date 180 days after the date of the final Prospectus covering the public offering of the Shares (the "Public Offering Date") (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of

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any shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Shares the undersigned may purchase in the offering.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned hereby further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Lock-Up Agreement during the Lock-Up Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period has expired.

Notwithstanding the foregoing, the undersigned may (a) transfer the Undersigned's Shares (i) acquired in the Public Offering, *provided that* the undersigned is not an officer or director of the Company, (ii) acquired in the open market following the completion of the distribution of the Shares by the Underwriters, (iii) as a *bona fide* gift or gifts, *provided that* the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (iv) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to any beneficiary (including such beneficiary's estate) of the undersigned, *provided that* the trustee of the trust, or such beneficiary, agrees to be bound in writing by the

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restrictions set forth herein, and *provided further* that any such transfer shall not involve a disposition for value, (v) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned (including, for the avoidance of doubt, a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the undersigned or who shares a common investment advisor with the undersigned) or (B) as part of a distribution without consideration by the undersigned to its stockholders, partners, members or other equity holders, provided that in the case of any transfer contemplated in (A) or (B) above, it shall be a condition to the transfer that (x) each transferee executes an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement, (y) there shall be no further transfer of such capital stock except in accordance with this Lock-Up Agreement and (z) such transfer shall not involve a disposition for value, (vi) by will or intestate succession upon the death of the undersigned, *provided that* the transferee agrees to be bound in writing by the restrictions set forth herein, (vii) in connection with the exercise for cash of options to purchase shares of Common Stock, the "net exercise" or "cashless" exercise of options to purchase shares of Common Stock within 90 days of the expiration of such options and any transfer for the payment of taxes due as a result of such exercise, only in an amount necessary to satisfy such taxes, pursuant to an employee benefit plan disclosed in the final prospectus used for the Public Offering, *provided that* the shares of Common Stock issued upon such exercise shall be subject to the restrictions of this Lock-Up Agreement, (viii) by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement, *provided that* each such transferee executes an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement, or (ix) with the prior written consent of each of the Representatives on behalf of the Underwriters, or (b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), relating to the sale of securities of the Company, *provided that* the securities subject to such plan may not be sold and no public disclosure of any such action and no public filing under the Exchange Act, or otherwise, shall be required or shall be voluntarily made by any person until after the expiration of the Lock-Up Period. In addition, with respect to clauses (a)(i) through (a)(vii), it shall be a condition to such transfer that no filing under Section 16(a) of the Exchange Act shall be required or voluntarily made during the Lock-Up Period. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by clause (a) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

Notwithstanding anything to the contrary contained herein, this Lock-Up Agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) if either the Company, on the one hand, or the Representatives, on the other hand, advise(s) the other in writing, that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the SEC to withdraw the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the shares of Common Stock to be sold thereunder, or (iv) December 31, 2015, in the event that the Underwriting Agreement has not been executed by such date.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

_____

Exact Name of Shareholder

_____

Authorized Signature

_____

Exhibit 10.10

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RESEARCH, DEVELOPMENT & COMMERCIALIZATION AGREEMENT

BY AND BETWEEN

BLUEPRINT MEDICINES CORPORATION

AND

ALEXION PHARMA HOLDING

DATED AS OF MARCH 2, 2015

*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

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RESEARCH, DEVELOPMENT & COMMERCIALIZATION AGREEMENT

THIS RESEARCH, DEVELOPMENT & COMMERCIALIZATION AGREEMENT (the "**Agreement**") is entered into as of March 2, 2015 (the "**Effective Date**") by and among **BLUEPRINT MEDICINES CORPORATION**, a Delaware corporation having its principal place of business at 215 First Street, Cambridge, MA 02142, United States ("**Blueprint**"), **ALEXION PHARMA HOLDING**, an unlimited liability company incorporated under the laws of Ireland having its principal place of business at Canon's Court, 22 Victoria Street, Hamilton HM 12 Bermuda ("**Alexion**"). Blueprint and Alexion are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND

Blueprint is a biopharmaceutical company with expertise in the research and development of highly selective kinase inhibitors.

Alexion is a biopharmaceutical company with expertise in the research, development, manufacture and commercialization of human therapeutic product candidates.

Alexion and Blueprint desire to collaborate together to research, develop and commercialize Compounds and Licensed Products (all as defined below), in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following initially capitalized terms, whether used in the singular or plural form, will have the meanings set forth in this Article 1.

1.1 "**Abandonment Notice**" has the meaning set forth in Section 11.4(b).

1.2 "**Affiliate**" means, with respect to a particular Person, a person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such Person. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

1.3 "**Agreement**" has the meaning set forth in the preamble hereto.

1.4 "**Alexion**" has the meaning set forth in the preamble to this Agreement.

1.5 "**Alexion Claims**" has the meaning set forth in Section 9.1.

1.6 "**Alexion Damages**" has the meaning set forth in Section 9.1.

1.7 "**Alexion Indemnitees**" has the meaning set forth in Section 9.1.

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1.8 "**Alexion IP**" has the meaning set forth in Section 7.1(b).

1.9 "**Alexion Licensed Technology**" means any and all Patents and Information Controlled by Alexion or its Affiliates (solely or jointly with Blueprint or a Third Party) that (i) is necessary or useful for Blueprint to perform its obligations under the Research Plan and (ii) is in existence as of the Effective Date or during the Research Term, including the Alexion IP, the Alexion Other IP and Alexion's interest in the Joint Other IP to the extent so Controlled.

1.10 "**Alexion Other IP**" has the meaning set forth in Section 7.1(c)(i).

1.11 "**Alliance Manager**" has the meaning set forth in Section 3.2.

1.12 "**Applicable Law**" means the applicable laws, rules, regulations, guidelines and other requirements of Governmental Authorities, including Regulatory Authorities, that may be in effect from time to time, including GLP, GMP and the Foreign Corrupt Practices Act of 1977, as amended.

1.13 "**Blueprint**" has the meaning set forth in the preamble to this Agreement.

1.14 "**Blueprint Claims**" has the meaning set forth in Section 9.2.

1.15 "**Blueprint Damages**" has the meaning set forth in Section 9.2.

1.16 "**Blueprint Indemnitees**" has the meaning set forth in Section 9.2.

1.17 "**Blueprint IP**" has the meaning set forth in Section 7.1(a).

1.18 "**Blueprint IP Patents**" has the meaning set forth in Section 7.2(d)(i).

1.19 "**Blueprint Licensed Technology**" means (i) the Blueprint IP and (ii) any and all other Patents and Information Controlled by Blueprint or its Affiliates (solely or jointly with Alexion or a Third Party), including the Blueprint Other IP and Blueprint's interest in the Joint Other IP to the extent so Controlled that (a) is necessary or useful to Exploit Compounds or Licensed Products in the Field and (b) is in existence as of the Effective Date or comes into existence during the period from the Effective Date until […***…] years after the end of the Research Term.

1.20 "**Blueprint Other IP**" has the meaning set forth in Section 7.1(c)(i).

1.21 "**Business Day**" means a day other than (a) a Saturday or a Sunday or (b) a bank or other public holiday in New York, New York, or Boston, Massachusetts.

1.22 "**Claim**" has the meaning set forth in Section 9.3.

1.23 "**Clinical Milestone Events**" has the meaning set forth in Section 6.2(c).

1.24 "**Clinical Trials**" means Phase I Clinical Trials, Phase II Clinical Trials, Phase III Clinical Trials or Phase IV Clinical Trials.

1.25 "**Combination Product**" means a Licensed Product that, in addition to containing as an active ingredient a Compound, also contains at least one other active pharmaceutical ingredient that is not a Compound.

1.26 "**Commercialize**" or "**Commercialization**" means, together with all correlative meanings, the commercial manufacture, marketing, promotion, sale or distribution of a product, including commercial activities conducted in preparation for a product launch.

1.27 "**Commercially Reasonable Efforts**" means, with respect to the Development or Commercialization of a Licensed Product, that level of efforts and resources commonly dedicated in the research-based pharmaceutical industry by a company to a program of similar commercial potential and market size, risk and at a similar stage in its lifecycle, in each case taking into account Relevant Factors and Regulatory Events.

1.28 "**Competing Activities**" has the meaning set forth in Section 13.7(c).

1.29 "**Competitive Infringement**" has the meaning set forth in Section 7.2(f)(i)(A).

1.30 "**Competitive Product(s)**" means, with respect to a Patent Challenge in a country, a product or products (a) that is or are Covered by one or more claims that fall within the scope of the challenged Patent, and (b) that has, or in the aggregate have, a Material Impact on a Licensed Product that is Covered by such challenged Patent.

1.31 "**Compound(s)**" means any molecule that is (i) discovered, developed, generated, identified or invented by Blueprint or Alexion, or delivered to Alexion, in each case under the Research Plan during the Research Term, (ii) the molecules listed on Exhibit A to this Agreement, (iii) […***…] of clauses (i) or (ii) herein, and (iv) any […***…] of clauses (i), (ii) or (iii), or any other molecules, in each case in this clause (iv) to the extent identified, confirmed, studied, Developed or otherwise made pursuant to the practice of the license of Section 5.1(a)(i)(B) or Section 5.1(a)(i)(C)(2).

1.32 "**Confidential Information**" means, with respect to a Party or any of its Affiliates, and subject to Section 10.2, all Information of such Party or such Affiliate that is disclosed to the other Party or any of its Affiliates under this Agreement.

1.33 "**Control**" means, with respect to any material, Information, Patent, Regulatory Materials or Regulatory Approvals, the possession (whether by ownership or license) by a Party or its Affiliates of the ability to grant to the other Party a license or access as provided herein to such item (i) without violating the terms of any agreement or other arrangement with any Third Party in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such license or access and (ii) without being obligated to pay any royalties or other consideration therefor, except for that which Blueprint in-licenses and under which Alexion elects to take a sublicense and agrees to make the associated payments pursuant to Section 5.5(b) which shall be considered under the Control of Blueprint.

1.34 "**Cover**" means, with reference to a Patent, that the making, using, selling, offering for sale or importing of a composition of matter or practice of a method would infringe a Valid Claim of such Patent in the country in which such activity occurs.

1.35 "**CPI**" means the Consumer Price Index for the US City Average (all times).

1.36 "**Develop**" or "**Development**" means, together with all correlative meanings, pre-clinical studies (other than those specified in Section 1.105) and clinical drug development activities, conducted before or after obtaining Regulatory Approval that are reasonably related to or leading to the clinical development, preparation, and submission of data and information to a Regulatory Authority for the

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purpose of obtaining, supporting or expanding Regulatory Approval or to the appropriate body for obtaining, supporting or expanding pricing and reimbursement approval, including without limitation, all activities related to […***…] (including […***…]), design and conduct of Clinical Trials and any other clinical trials or studies, regulatory affairs, statistical analysis, report writing, and regulatory filing creation and submission (including the services of outside advisors and consultants in connection therewith). Development expressly excludes (a) Research, (b) Commercialization and (c) the Manufacture and accumulation of commercial inventory of a product.

1.37 "**Development Candidate**" means a Compound constituting a Pre-Development Candidate that is selected by the JSC as satisfying the applicable criteria for a development candidate set forth in the Research Plan.

1.38 "**Diligent Efforts**" means, with respect to the efforts to be expended by any Party with respect to any objective under this Agreement, active and sustained efforts to conduct the applicable activity, or to attempt to achieve the applicable requirement or goal, in a prompt and expeditious manner, as is reasonably practicable under the circumstances consistent with the terms of this Agreement.

1.39 […***…].

1.40 "**Effective Date**" has the meaning set forth in the preamble to this Agreement.

1.41 "**EMA**" means the European Medicines Agency or its successor.

1.42 "**EU**" means all of the European Union member states as of the applicable time during the Term.

1.43 "**Excluded Country**" has the meaning set forth in Section 7.2(d)(i).

1.44 "**Exclusivity Term**" means the period commencing on the Effective Date and continuing until termination or expiration of this Agreement.

1.45 "**Executive Officer**" means (a) in the case of Alexion, any senior executive of Alexion or any of its Affiliates, which senior executive is designated by Alexion and reports directly to the chief executive officer of Alexion, but who is not a member of the JSC; and (b) in the case of Blueprint, the

chief executive officer of Blueprint, who will not be member of the JSC.

1.46 "**Existing Confidentiality Agreement**" means the Confidentiality Agreement entered into by Alexion and Blueprint, dated […***…].

1.47 "**Exploit**" means, collectively, to make, have made, use, sell, offer for sale, import, export and otherwise exploit, including Research, Develop, Manufacture and Commercialize.

1.48 "**FDA**" means the United States Food and Drug Administration or its successor.

1.49 "**FD&C Act**" means the United States Federal Food, Drug and Cosmetic Act, as amended.

1.50 "**Field**" means […***…].

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1.51 "**First Commercial Sale**" means, with respect to a Licensed Product and a country, the first sale to a Third Party of such Licensed Product in such country after all Regulatory Approvals, including any pricing or reimbursement approvals, as applicable, have been obtained in such country.

1.52 "**First Pre-Commercial Sale Date**" has the meaning set forth in Section 6.4(c)(i)(C).

1.53 […***…].

1.54 "**FTE**" means the equivalent of a full-time individual's work time for a twelve (12) month period, where such individual is an appropriately qualified and trained person and where "full-time" is determined by […***…] hours per year. In the event that any individual who works full-time during a given fiscal year works partially on Compounds or Licensed Products or in furtherance of the Research Program and partially on other work outside the Research Program in the fiscal year, then the full-time equivalent to be attributed to such individual's work hereunder for such fiscal year will be equal to the percentage of such individual's total work time in such fiscal year that such individual spent working on Compounds or Licensed Products or in furtherance of the Research Program as recorded monthly in an appropriate time-sheet system. FTE efforts will not include the work of general corporate or administrative personnel.

1.55 "**FTE Rate**" means […***…] per FTE for the calendar year 2015 (including lab supplies, equipment, overhead, etc.), subject to annual increases beginning on […***…] to reflect any year to year percentage increase (as the case may be) in the CPI for 2015 and each subsequent calendar year, such percentage increase not to exceed […***…] percent […***…] in any one calendar year with any excess percentage increase over such maximum to be carried over to the next calendar year to adjust the FTE Rate for such year but subject again to the same maximum percentage increase.

1.56 "**GAAP**" means generally accepted accounting principles, consistently applied.

1.57 "**Good Laboratory Practices**" or "**GLP**" means the then-current practices and procedures set forth in Title 21, United States Code of Federal Regulations, Part 58 (as amended), and any other regulations, guidelines or guidance documents relating to good laboratory practices, or any foreign equivalents thereof in the country in which such studies or clinical trials are conducted.

1.58 "**Good Manufacturing Practices**" or "**GMP**" means the then-current practices and procedures set forth in Title 21, United States Code of Federal Regulations, Parts 210 — 211, ICH Guideline Q7A, and any other regulations, guidelines or guidance documents relating to good manufacturing practices, or any foreign equivalents thereof in the country in which such manufacturing activities are conducted.

1.59 "**Governmental Authority**" means any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal).

1.60 "**IND**" means (a) an Investigational New Drug Application as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA, or (b) the equivalent application to the equivalent Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing of a pharmaceutical product in humans in such jurisdiction.

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1.61 "**IND-Ready**" means the stage of Development at which a Licensed Product has the necessary components to support a complete IND to the FDA in accordance with the requirements set forth in 21 C.F.R. 312 Subpart B (including GLP toxicology studies completed, all requisite pharmacology and Drug Metabolism and Pharmacokinetic activities completed, clinical trial material finished goods released and technical study reports for IND sections available) and equivalent filings in other jurisdictions.

1.62 "**Indemnified Party**" has the meaning set forth in Section 9.3.

1.63 "**Indemnifying Party**" has the meaning set forth in Section 9.3.

1.64 "**Indemnified Person**" means, in the case of Alexion, any Alexion Indemnitee, and in the case of Blueprint, any Blueprint Indemnitee.

1.65 "**Industry Transaction**" has the meaning set forth in Section 13.7.

1.66 "**Industry Transaction Notice**" has the meaning set forth in Section 11.2(b).

1.67 "**Information**" means any data, results, and information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, clinical and non-clinical study reports, regulatory submission documents and summaries, technology, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures.

1.68 "**In Vivo PoC**" means the achievement of the in vivo PoC criteria, as set forth in the Research Plan.

1.69 "**Joint Other IP**" has the meaning set forth in Section 7.1(c)(i).

1.70 "**Joint Project Team**" or "**JPT**" has the meaning set forth in Section 3.4(a).

1.71 "**Joint Steering Committee**" or "**JSC**" has the meaning set forth in Section 3.3(a).

1.72 "**Key Personnel**" means the […***…] Blueprint research and discovery personnel listed on Schedule 1.72.

1.73 "**Lead Series**" means a group of Compounds that is selected by the JSC as satisfying the applicable structural and other criteria therefor set forth in the Research Plan.

1.74 "**Licensed Product**" means any pharmaceutical preparation containing a Compound as an active ingredient.

1.75 "**Major Markets**" means […***…]

1.76 "**Manufacture**" means, with respect to a product, those manufacturing activities involved in or relating to (a) manufacturing process development, (b) CMC activities including analytical development and qualification, formulation development, solubility testing, bulk drug substance manufacturing, stability testing and scale-up activities, bulk drug product manufacturing and stability

testing, (c) quality assurance and quality control activities including validation testing, qualification and audit of clinical and commercial manufacturing facilities, and (d) in the case of either a clinical or commercial supply of such product or supply of such product for any non-clinical study, the manufacturing, processing, formulating, packaging, labeling, holding, quality control testing and release of such product.

1.77 "**Marketing Authorization Application**" or "**MAA**" means an application for Regulatory Approval in a country, territory or possession.

1.78 "**Marks**" has the meaning set forth in Section 7.6.

1.79 "**Material Decrease**" means, with respect to this Agreement and the Research Plan, any decrease in the resources, costs or expenditures of a Party of greater than […***…]

1.80 "**Material Impact**" means, with respect to a Licensed Product in a country, (i) a decrease in the Net Sales of such Licensed Product by more than […***…] compared to the average of the […***…] calendar quarters immediately preceding the first calendar quarter in which a product falling under Section 1.30(a) is first sold in such country under […***…], or (ii) that, in the aggregate, products falling under Section 1.30(a) in such country achieved at least a […***…] share of the aggregate sales in a calendar quarter of the products sold under […***…] for the treatment of […***…] in such country.

1.81 "**Material Increase**" means, with respect to this Agreement and the Research Plan, any increase in the resources, costs or expenditures of a Party of greater than […***…]

1.82 "**NDA**" means a New Drug Application, as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA.

1.83 "**Net Sales**" means, with respect to any Licensed Product, monies received by or on behalf of Alexion or its Affiliates or Sublicensees, as the case may be, for sales of such Licensed Product to independent Third Parties less the following amounts, to the extent allocated to such Licensed Product:

(a) import taxes, export taxes, excises, sales taxes, value added taxes, consumption taxes, duties or other taxes incurred with respect to such sales (excluding income or franchise taxes of any kind);

(b) payments made for separately itemized insurance and transportation costs incurred in shipping Licensed Product;

(c) payments made for returns, chargebacks, credits, allowances, or trade, quantity and cash discounts; and

(d) payments made for governmental or commercial rebates, wholesaler fees, administrative fees to managed care, group purchasing and other similar institutions, chargebacks and retroactive price adjustments and any other similar allowances which effectively reduce the selling price.

Nothing herein will prevent Alexion or any of its Affiliates or Sublicensees from selling, distributing or invoicing any Licensed Product at a discounted price for shipments to Third Parties in connection with clinical studies, compassionate or named patient sales, or an indigent program or similar bona fide arrangements in which such party agrees to forego a normal profit margin for good faith

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business reasons. To the extent that Alexion or its Affiliates or Sublicensees receives any consideration other than monies for the sale of Licensed Products, Net Sales shall include the fair market value of such consideration. For the avoidance of doubt, the supply of Licensed Products free of charge shall not be included in Net Sales. Except for such discounting, no deduction will be made for any item of cost incurred in Developing or Commercializing any Licensed Product except as permitted pursuant to clauses (a) through (e) above.

The Sale or transfer of a Licensed Product between Alexion and any of its Affiliates or Sublicensees will not result in any Net Sales, and Net Sales instead will be based on subsequent sales or distribution to a party other than Alexion, its Affiliates or its Sublicensees, unless such Licensed Product is consumed by Alexion, its Affiliates or its Sublicensees.

If a Licensed Product is sold as part of a Combination Product, the Net Sales of the Licensed Product shall be calculated for each applicable calendar quarter by multiplying the Net Sales (as determined without reference to this paragraph) of the Combination Product by the fraction, A/(A+B), where A is the average gross selling price in the applicable country of the Licensed Product(s) when sold separately in finished form, and B is the average gross selling price in the applicable country of the other product(s) included in the Combination Product when sold separately in finished form, in each case for the most recent period in which sales of both occurred.

If the Licensed Product(s) is/are sold as part of a Combination Product and is/are sold separately in finished form, but the other product(s) included in the Combination Product are not sold separately in finished form, the Net Sales of the Licensed Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction A/C where: A is the average gross selling price in the applicable country of the Licensed Product(s) contained in such Combination Product when sold separately, and C is the average gross selling price in the applicable country of the Combination Product. If the Licensed Product(s) is/are sold as part of a Combination Product and is/are not sold separately in finished form, but the other product(s) included in the Combination Product are sold separately in finished form, the Net Sales of the Licensed Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction C-B/C where: B is the average sale price of the other product(s) included in such Combination Product when sold separately, and C is the average sale price of the Combination Product.

If Net Sales of the Licensed Product(s) when included in a Combination Product cannot be determined using the methods above, the average gross selling price(s) in the above described equation will be replaced with Alexion's proposed good faith estimate of the fair market value of the products for which no such sales exist. At least […***…] days prior to the First Commercial Sale of the Combination Product, Alexion shall propose such good faith estimate to Blueprint, and Blueprint shall in good faith consider such proposal, and the Parties shall seek to reach agreement on such allocation. If the Parties are unable to reach such agreement within […***…] days after Alexion provides such proposal, the issue shall be resolved in accordance with Section 12.1.

The forgoing analysis shall be conducted on a country-by-country basis as reasonably required to determine relative fair market values of the relevant Combination Product components.

1.84 "**Other IP**" has the meaning set forth in Section 7.1(c)(i).

1.85 "**Party**" or "**Parties**" has the meaning set forth in the preamble to this Agreement.

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1.86 "**Patent**" means (a) any national, regional or international patent or patent application, including any provisional patent application, (b) any patent application filed either from such a patent, patent application or provisional application or from an application claiming priority from any of these, including any divisional, continuation, continuation-in-part, provisional, converted provisional, and continued prosecution application, (c) any patent that has issued or in the future issues from any of the foregoing patent applications ((a) and (b)), including any utility model, petty patent, design patent and certificate of invention, (d) any extension or restoration by existing or future extension or restoration mechanisms, including any revalidation, reissue, re-examination and extension (including any supplementary protection certificate and the like) of any of the foregoing patents or patent applications ((a), (b) and (c)), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent application or patent.

1.87 "**Patent Challenge**" has the meaning set forth in Section 11.4.

1.88 "**Patent Costs**" means the out-of-pocket costs and expenses paid to outside legal counsel and other Third Parties, and filing and maintenance expenses, incurred in the preparation, filing, prosecution and maintenance of Patents, as well as re-examinations, reissues and the like with respect to any Patent, together with the conduct of interferences, the defense of oppositions and other similar proceedings with respect to any Patent.

1.89 "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

1.90 "**Phase I Clinical Trial**" means a human clinical trial of a product, the principal purpose of which is a determination of initial tolerance or safety of such product in healthy volunteers and/or the target patient population, as described in 21 C.F.R. 312.21(a) (as amended or any replacement thereof), or a similar clinical trial prescribed by the Regulatory Authority in a country other than the United States.

1.91 "**Phase II Clinical Trial**" means a human clinical trial of a product, the principal purpose of which is a determination of safety and efficacy in the target patient population, as described in 21 C.F.R. 312.21(b) (as amended or any replacement thereof), or a similar clinical trial prescribed by the

Regulatory Authority in a country other than the United States.

1.92 "**Phase III Clinical Trial**" means a human clinical trial of a product, the design of which is acknowledged by the FDA to be sufficient for such clinical trial to satisfy the requirements of 21 C.F.R. 312.21(c) (as amended or any replacement thereof), or a similar human clinical trial prescribed by the Regulatory Authority in a country other than the United States, the design of which is acknowledged by such Regulatory Authority to be sufficient for such clinical trial to satisfy the requirements of a pivotal efficacy and safety clinical trial.

1.93 "**Phase IV Clinical Trial**" means any study of a product following the first regulatory approval for the sale of such product whether or not required by a Governmental Authority. Phase IV Trials may include epidemiological studies, modeling and pharmacoeconomic studies, post-marketing surveillance studies and clinical or other research studies.

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1.94 "**Pre-Development Candidate**" means a Compound from a Lead Series that is selected by the JSC as satisfying the applicable criteria for a pre-development candidate set forth in the Research Plan.

1.95 "**Preclinical Reversion Payment**" has the meaning set forth in Section 11.5(a)(v).

1.96 "**Project Leaders**" has the meaning set forth in Section 3.1.

[…***…] "**Protected Compound**" means any molecule other than a Compound that […***…] and (ii) is owned or controlled by Blueprint or included within the Blueprint compound library as of the Effective Date or at any time during the period commencing on the Effective Date and ending on the date that is the shorter of (x) […***…] years following the end of the Research Term or (y) […***…]

1.98 "**Registration Clinical Study**" means a Phase II Clinical Trial or a Phase III Clinical Trial or other human clinical trial that a Regulatory Authority has accepted as sufficient to file a Regulatory Approval on a Compound or Licensed Product.

1.99 "**Regulatory Approval**" means all approvals necessary for the manufacture, marketing, importation and sale of a product for one or more indications in a country or regulatory jurisdiction, which may include satisfaction of all applicable regulatory and notification requirements, including any pricing and reimbursement approvals. Regulatory Approvals include approvals by Regulatory Authorities of INDs, MAAs, or NDAs.

1.100 "**Regulatory Authority**" means, in a particular country or regulatory jurisdiction, any applicable Governmental Authority involved in granting Regulatory Approval or, to the extent required in such country or regulatory jurisdiction, pricing or reimbursement approval of a product in such country or regulatory jurisdiction, including (a) the FDA, (b) the EMA, and (c) the European Commission, or its successor.

1.101 "**Regulatory Even**t" means any of the following: changes in clinical or regulatory strategy justified by requirements of regulatory feedback (whether directed to Alexion, Blueprint or a Third Party) from any Regulatory Authority, failed or inconclusive clinical studies, discovery of unanticipated toxicity or any significant adverse event or condition relating to the safety or efficacy of a Product, significant adverse changes in the targeted market conditions which affect the market potential of a Licensed Product, or the need for additional clinical studies to achieve appropriate labelling of a Licensed Product.

1.102 "**Regulatory Exclusivity**" means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to a Licensed Product other than Patents, including, without limitation, rights conferred in the U.S. under the Hatch-Waxman Act or the FDA Modernization Act of 1997 (including pediatric exclusivity), orphan drug exclusivity, or rights similar thereto outside the U.S.

1.103 "**Regulatory Materials**" means regulatory applications, submissions, notifications, registrations, or other filings made to or with a Regulatory Authority that are necessary or reasonably desirable in order to Develop, manufacture, market, sell or otherwise Commercialize a Licensed Product in a particular country or regulatory jurisdiction. Regulatory Materials include INDs, MAAs and NDAs (as applications, but not the approvals with respect thereto).

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1.104 "**Relevant Factors**" means, with respect to a Compound or Licensed Product, (i) safety and efficacy, cost to Develop, the competitiveness of alternative compounds and products and the nature and extent of market exclusivity (including, without limitation, Patent coverage and regulatory exclusivity), expected profitability, including, without limitation, the amounts of marketing and promotional expenditures with respect to the Licensed Products and generic products, and (ii) in the event that Blueprint materially breaches its obligations under this Agreement, the resulting adverse effect on Alexion's ability to perform its obligations hereunder.

1.105 "**Research**" means, together with all correlative meanings, activities related to the synthesis, discovery, identification, screening, optimization or […***…]. Research shall expressly exclude (a) Development, (b) Commercialization and (c) Manufacture.

1.106 "**Research Plan**" has the meaning set forth in Section 2.1(b).

1.107 "**Research Program**" means the program of Research and preclinical Development of Compounds that the Parties engage in under this Agreement pursuant to the Research Plan.

1.108 "**Research Term**" means the shorter of (i) […***…] years from the Effective Date, (ii) the completion of all activities as set forth in the Research Plan, subject to extension by mutual agreement of the Parties, or (iii) the date on which the Research Term is terminated as provided under this Agreement.

1.109 "**Reversion Product**" means any Licensed Product that is or has been the subject of Development or Commercialization under this Agreement and that reverts back or is returned to Blueprint following a termination of this Agreement as provided under the terms of Section 11.5(a)(v).

1.110 "**Royalty Term**" has the meaning set forth in Section 6.4(b).

1.111 "**SEC**" means the U.S. Securities and Exchange Commission.

1.112 "**Sublicensee**" means any Third Party granted a sublicense by Alexion under the rights licensed to Alexion pursuant to Article 5 hereof.

1.113 "**Target**" means […***…]

1.114 "**Technology Transfer Plan**" has the meaning set forth in Section 2.3.

1.115 "**Term**" has the meaning set forth in Section 11.1.

1.116 "**Termination Notice Period**" has the meaning set forth in Section 11.5(c)(i).

1.117 "**Territory**" means […***…].

1.118 "**Third Party**" means any entity other than Blueprint or Alexion or an Affiliate of either of them.

[…***…]

1.120 "**U.S.**" means the United States of America (including all possessions and territories thereof).

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1.121 "**Valid Claim**" means, with respect to a particular country, a claim of an issued and unexpired patent or of a pending patent application in such country Controlled by Blueprint or any of its Affiliates (including any patent or patent application jointly owned with Alexion or any others) that is exclusively licensed to Alexion under this Agreement and that has not been: (a) disclaimed, (b) dedicated to the public, (c) abandoned, or (d) declared invalid, unenforceable, or revoked by a court or government agency of competent jurisdiction, from which neither declaration nor appeal can be further taken. In the case where a Valid Claim Covering […***…] is contained in a patent […***…], royalties pursuant to Section 6.4 will be payable […***…] In the case where a Valid Claim Covering […***…] is contained in a patent application […***…] royalties will be payable […***…]. In the case that such patent issues […***…]. For clarity, the date of publication with respect to a particular country for the purpose of this definition will be the date of first publication in a patent application filed in that country or in a regional or international patent application designating that country.

ARTICLE 2

RESEARCH PROGRAM

2.1 Research Program.

(a) Goals. The objective of the Research Program is to Research and pre-clinically Develop Compounds according to the Research Plan, with the aim of delivering to Alexion one IND-Ready lead Development Candidate together with one back-up Development Candidate pursuant to the Research Plan in accordance with the agreed timeframe and budget set forth therein.

(b) Research Plan. During the Research Term, the Research and preclinical Development activities of the Parties will follow a research plan which will include: (i) the roles and responsibilities of the Parties, (ii) the number of Blueprint FTEs, (iii) a budget setting out by quarter funding for Blueprint's internal FTE requirements at the FTE Rate consistent with the requirements of this Agreement, and Blueprint's internal and external costs, (iv) a detailed timeline showing all activities, and (v) […***…] (the "**Research Plan**"). An initial version of the Research Plan is attached hereto as Exhibit B. The Research Plan may be periodically amended with written approval from the JSC during the Research Term. Project Leaders, on behalf of the Joint Project Team, may propose amendments to the Research Plan from time to time, and the JSC may amend the Research Plan as it deems appropriate, including amendments to the number of FTEs specified in the Research Plan. At the first JSC meeting, […***…] and a detailed Gantt chart of activities and related budget breakdown will be submitted to the JSC to be added to the Research Plan.

(c) Obligations Under the Research Plan.

(i) Generally. Each Party will use Diligent Efforts to perform (itself or through its Affiliates or by permitted subcontracting) its respective obligations under the Research Plan, and will cooperate with and provide reasonable support to the other Party in such other Party's performance of its responsibilities under the Research Plan. The Parties acknowledge and agree, however, that no outcome or success is or can be assured and that failure to achieve desired results will not in and of itself constitute a breach or default of any obligation in this Agreement.

(ii) Blueprint.

(A) To the extent set forth in the Research Plan, Blueprint will be responsible for (1) the identification, design, manufacture, characterization and proposal of the Lead Series, (2) the identification, design, manufacture, optimization, characterization and proposal of the Pre-Development Candidates, (3) the identification, design, manufacture, optimization, characterization and proposal of the lead Development Candidate and the back-up Development Candidate, and (4) after designation of the lead Development Candidate, […***…] therefor. Blueprint will use Diligent Efforts to perform the activities assigned to it as set forth in the Research Plan, such activities to be supervised in all material respects by the Key Personnel. During the Research Term and for a period of […***…] thereafter, Blueprint will promptly notify Alexion following the departure from Blueprint of any Key Personnel, and will replace any such former Key Personnel with an individual holding a similar title as such departed Key Personnel.

(B) During the Research Term, Blueprint will maintain and share freely with Alexion a list of all Compounds, and all associated data for such Compounds.

(C) Subject to the terms of this Agreement, Blueprint will (by itself or by permitted subcontracting) perform its obligations under the Research Plan to the highest commercially reasonable scientific standards, and in accordance with Applicable Law, and will cooperate with Alexion in the performance of Alexion's responsibilities under the Research Plan.

(iii) Alexion.

(A) Alexion will use Diligent Efforts to perform the activities assigned to it as set forth in the Research Plan.

(B) From time-to-time, Alexion may request that Blueprint provide selected synthesized Compounds to Alexion and Alexion may verify data or conduct Research activities or test Compounds in disease models under its license as set forth in Section 5.1. Alexion will be responsible for the costs associated with the provision of such selected synthesized Compounds, to the extent that such requests result in additional costs incurred by Blueprint beyond the amounts set forth in the Research Plan budget.

2.2 Research Plan FTE Support and Expense Payments.

(a) Research Plan FTE Support.

(i) During the Research Term, as support for work performed by or on behalf of Blueprint in accordance with this Agreement and the Research Plan, Alexion will pay Blueprint for FTE hours actually worked at the applicable FTE Rate; provided that the number of FTEs and the activities undertaken by the FTEs have been agreed upon by the Parties through the JSC and the amount is within the Research Plan budget.

(ii) Within […***…] days after the end of each calendar quarter, Blueprint shall send a reasonably detailed invoice to Alexion, which shall include a description of the activities conducted by each timekeeper under the Research Plan, the aggregate monthly/weekly/daily/hourly (in one-half hour intervals) hours of each time keeper and the FTE total charge per timekeeper. In addition to each quarterly report, Blueprint will provide to Alexion at the end of each month an estimate of Blueprint's FTEs and external costs for such month. Alexion's obligation to fund FTEs shall not include funding for time spent correcting errors caused by the personnel of Blueprint or its Affiliates or

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subcontractors deviating from performing the activities assigned to Blueprint as they are set forth the Research Plan. No later than […***…] days after receipt of an invoice from Blueprint, Alexion will make payment for the FTEs for such calendar quarter at the FTE Rate.

(b) Payment for External Expenses. For each calendar quarter during the Research Term, Alexion will reimburse Blueprint for reasonable and documented, direct external expenses incurred by Blueprint in accordance with the Research Plan without mark-up in categories and amounts agreed to by the Parties through the JSC; provided that Blueprint will be permitted to seek reimbursement from Alexion for external expenses incurred for chemistry support at an […***…], to the extent that such external expenses are detailed in the Research Plan budget. Blueprint will invoice Alexion for such expenses quarterly in arrears, and Alexion will pay Blueprint within […***…] days of receiving such invoice; provided that Blueprint shall be solely liable for managing the performance of its subcontractors.

(c) In the event that Blueprint's actual quarterly costs under the Research Plan exceed the Research Plan budget by more than […***…], such additional costs will require the approval of the JSC prior to reimbursement.

2.3 Technology Transfer. Within […***…] days of the completion of the final reports from the GLP toxicology studies for the lead Development Candidate, to the extent not transferred earlier as may be requested by Alexion from time to time, Blueprint will transfer copies of all data, know-how and other information and all materials relating to the lead Development Candidate and back-up Development Candidate, and all Information relating to other Compounds (including a substantial majority of the existing materials), any assays, biomarkers and manufacturing know-how, to Alexion at Alexion's expense. These activities will be set out in a mutually agreed technology transfer plan (the "**Technology Transfer Plan**"), to be included as a section within the Research Plan following the […***…] anniversary of the Effective Date, and will include an agreed Technology Transfer Plan budget and timeline. The Technology Transfer Plan will also provide for additional technology transfer activities relating to CMC activities and the back-up Development Candidate.

2.4 Records and Reports.

(a) Records. Each Party will maintain, or cause to be maintained, records of its activities under the Research Program in sufficient detail and in good scientific manner appropriate for scientific, Patent and regulatory purposes, which will properly reflect all work included in the Research

Program for a period of […***…] years after the conclusion of the Research Plan. Each Party will have the right to request and receive a copy of any such records, except to the extent that the other Party reasonably determines that such records contain Confidential Information that is not licensed to such Party hereunder, or to which such Party does not otherwise have a right hereunder, in which case the providing Party may delete such Confidential Information (other than, in the case of Alexion, the Alexion IP, and other than, in the case of Blueprint, the Blueprint IP) from the records provided to the other Party.

(b) Reports.

(i) Blueprint. During the Research Term, Blueprint, in consultation with the Joint Project Team, will present to the JSC:

(A) a quarterly report detailing activities completed in the last quarter, a detailed summary of new data generated, new inventions, an explanation of the […***…], incurred and projected future costs against budget, whether new Protected Compounds have been identified by Blueprint, planned activities for the subsequent quarter (including

[…***…]), progress against the Research Plan timelines and any other aspects that the JSC may determine;

(B) at each key milestone […***…], a written report detailing all relevant data and the […***…], a plan and recommendation for optimization or characterization;

(C) upon nomination of each of the Pre-Development Candidates and lead and back-up Development Candidates, a summary of the Research activities performed by Blueprint prior to such nomination outside of the Research Plan with respect to each such Pre-Development Candidates and Development Candidates, and a summary of the resulting data (Alexion will have reasonable access, upon request, to raw data related to such Pre-Development Candidates and Development Candidates derived from such activities); and

(D) a final report, upon a determination that the first Licensed Product is IND-Ready, listing the key studies completed, reports to be transferred and a summary of the data generated.

(ii) Alexion. During the Research Term and until designation of the lead Development Candidate, Alexion will present to the JSC […***…] a written report detailing all work conducted by Alexion under the Research Plan in a manner like that required of Blueprint under Section 2.4(b)(i).

2.5 Subcontracts.

(a) Blueprint may perform any of its obligations under the Research Plan through one or more subcontractors or consultants. Any subcontractor or consultant identified in the Research Plan will be deemed accepted by Alexion. Blueprint may engage other subcontractors or consultants only with the prior written consent of the JSC, such consent not to be unreasonably withheld. On a quarterly basis, Blueprint will update the JSC on any new subcontractors or consultants engaged, following receipt of such consent, since the last update, and they will be deemed added to the Research Plan. Blueprint will engage any subcontractor or consultant in accordance with the following: (i) Blueprint will remain responsible for the work allocated to such subcontractors and consultants to the same extent it would if it had done such work itself, (ii) the subcontractor or consultant will undertake in writing obligations of confidentiality and non-use regarding Confidential Information that are at least as protective as those undertaken by the Parties with respect to Confidential Information pursuant to Article 10 hereof, and (iii) the subcontractor or consultant will undertake in writing to assign or exclusively license back (with the right to sublicense) all intellectual property with respect to a Compound developed in the course of performing any such work under the Research Plan to Blueprint such that Blueprint will Control such intellectual property. For clarity, Blueprint will have no obligation to use subcontractors to perform any of its activities under the Research Plan unless Alexion pays for all fees and costs of such subcontractors through payments under the Research Plan budget or as otherwise agreed to by Alexion.

(b) Alexion may subcontract any of its activities to be performed under the Research Plan to a Third Party without the prior consent of Blueprint, but by first providing to Blueprint written notice of the identity of the Third Party subcontractor to be engaged and an opportunity to comment on such engagement, such comments to be considered by Alexion in good faith.

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ARTICLE 3

GOVERNANCE

3.1 Project Leaders. The Research Program will have a project leader from each Party (or from an Affiliate of such Party) (each, a "**Project Leader**," and together the "**Project Leaders**") to be the primary point of contact on a day-to-day basis for the Parties in connection with the Research Plan, including being the primary point of resolution for any dispute between the Parties relating to the Research Plan with any such dispute to be submitted to the JSC if not resolved by the Project Leaders. The Project Leaders will be members of the Joint Project Team. The Parties' initial Project Leaders are set forth on Exhibit C.

3.2 Alliance Manager. Each Party will appoint an individual (from the Party or from an Affiliate of such Party) to act as the first point of contact between the Parties with regard to questions relating to this Agreement or the overall relationship between the Parties (the "**Alliance Managers**")

other than the coordination of day-to-day Research activities which will be coordinated by the Project Leaders. The Parties' initial Alliance Managers are set forth on Exhibit C. The Alliance Managers will:

(a) use good faith efforts to attend all meetings of the JSC; and

(b) facilitate the resolution of any issue on which the JSC is unable to reach consensus, in accordance with Section 3.5(b).

3.3 Joint Steering Committee.

(a) Formation; Composition. Within […***…] days of the Effective Date, the Parties will establish a joint steering committee (the "**Joint Steering Committee**" or "**JSC**") comprised of […***…] from each Party (or appointed representatives of an Affiliate of such Party) with sufficient seniority within the applicable Party to make decisions arising within the scope of the JSC's responsibilities. The Parties' initial representatives to the JSC are set forth on Exhibit C. The JSC may change its size from time to time by mutual consent of its members, provided that the JSC will consist at all times of an equal number of representatives of each of Blueprint and Alexion. Each Party may replace its JSC representatives at any time upon written notice to the other Party. The JSC may invite non-members to participate in the discussions and meetings of the JSC, provided that such participants will have no voting authority at the JSC. Each meeting of the JSC will be chaired by a chairperson selected alternately by Blueprint or Alexion. The initial chairperson will be selected by Alexion. The role of the chairperson will be to convene and preside at meetings of the JSC. The chairperson will have no additional powers or rights beyond those held by the other JSC representatives.

(b) Specific Responsibilities. The JSC will:

(i) oversee the performance of the Research Plan;

(ii) make key decisions during the progress of the Research Plan including […***…];

(iii) during the Research Term, review the progress of activities under the Research Plan and review and approve any updates or amendments thereto, including amendments to the budget, and the timelines for activities under the Research Plan;

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(iv) on or about the time point of each key milestone […***…], review the number of FTEs then specified in the Research Plan based on the results of such key milestone and, if appropriate, make adjustments to the number of FTEs and amendments to the Research Plan, provided that any such adjustment or amendment will go into effect […***…] after it is decided by the JSC (unless Blueprint, in its sole discretion, is able to implement it earlier);

(v) resolve any disagreement between the Parties relating to the Research Plan; and

(vi) perform such other functions as appropriate, and direct the JPT to perform such other functions as appropriate, to further the purposes of this Agreement, in each case as agreed in writing by the Parties.

(c) Meetings. During the Research Term, the JSC will meet at least quarterly. Following the expiration of the Research Term, the Parties may agree to meet to discuss items previously addressed by the JSC. No later than […***…] Business Days prior to any meeting of the JSC, the chairperson of the JSC will prepare and circulate an agenda for such meeting; provided, however, that either Party may propose additional topics to be included on such agenda, either prior to or in the course of such meeting. Either Party may also call a special meeting of the JSC (by videoconference, teleconference or in person) by providing at least […***…] Business Days prior written notice to the other Party if such Party reasonably believes that a significant matter must be addressed prior to the next scheduled meeting, in which event such Party will work with the chairperson of the JSC to provide the members of the JSC no later than […***…] Business Days prior to the special meeting with an agenda for the meeting and materials reasonably adequate to enable an informed decision on the matters to be considered. The JSC may meet in person, by videoconference or by teleconference. Notwithstanding the foregoing, at least […***…] meetings per calendar year will be in person unless the Parties mutually agree in writing to waive such requirement. In-person JSC meetings will be held at locations alternately selected by Blueprint and by Alexion. Each Party will bear the expense of its respective JSC members' participation in JSC meetings. Meetings of the JSC will be effective only if at least two (2) JSC members from each Party (which members do not include such Party's Alliance Manager) is present or participating in such meeting. The chairperson will be responsible for preparing reasonably detailed written minutes of all JSC meetings that reflect material decisions made and action items identified at such meetings. The chairperson will send draft meeting minutes to each member of the JSC for review and approval within […***…] Business Days after each JSC meeting. Such minutes will be deemed approved unless one or more members of the JSC objects to the accuracy of such minutes within […***…] Business Days of receipt. Minutes will be officially endorsed by the JSC at the next JSC meeting, and will be signed by the chairperson.

(d) Decision-Making. The representatives from each Party on the JSC will have, collectively, one (1) vote on behalf of that Party, and all decision making will be by consensus. Disputes at the JSC will be handled in accordance with Section 3.5.

3.4 Joint Project Team.

(a) Formation; Composition. Within […***…] days after the Effective Date, the Parties will establish a joint project team (the "**Joint Project Team**" or "**JPT**") comprised of at least […***…] and no more than […***…] representatives from each Party (or representatives of an Affiliate of such Party), including the Project Leaders. The Parties' initial representatives to the JPT are set forth on Exhibit C. Each Party may replace its JPT representatives at any time upon written notice to the other

Party. The JPT will be chaired by the Blueprint Project Leader. The role of the chairperson will be solely to convene and preside at meetings of the JPT and to ensure the preparation of minutes, and the chairperson will have no authority, power or rights.

(b) Specific Responsibilities. The JPT will:

(i) review, coordinate and integrate the activities of the Parties under the Research Plan,

(ii) review Research Plan amendments and other related topics prior to submission to the JSC for its review and approval;

(iii) facilitate the sharing of data between the Parties;

(iv) provide Alexion the opportunity to contribute towards the […***…] (as described in the Research Plan), including the opportunity to nominate structures for Blueprint's good faith consideration whether to include in the Research Plan and to review Compound data generated by Blueprint;

(v) invite such functional experts to participate in meetings of the JPT as it deems necessary and appropriate to the issues to be discussed at such meetings;

(vi) establish such additional subteams as it deems necessary to achieve the objectives and intent of the Research Program; and

(vii) perform such other functions as appropriate to further the purposes of this Agreement, as directed by the JSC in accordance with Section 3.3(b)(vi).

(c) Meetings. The JPT will meet every other month in person and every […***…] weeks by teleconference, unless the Parties mutually agree in writing to a different frequency. No later than […***…] Business Days prior to any meeting of the JPT, the chairperson of the JPT will prepare and circulate an agenda for such meeting; provided, however, that either Party will be free to propose additional topics to be included on such agenda, either prior to or in the course of such meeting. At least […***…] representatives of each Party will be present or participating in meetings of the JPT. Each Party will bear the expense of its respective JPT members' participation in JPT meetings. The chairperson will be responsible for preparing reasonably detailed written minutes of JPT meetings that summarize the discussions had and action items identified at such meetings. The JPT chairperson will send meeting minutes to each member of the JPT for review and approval within […***…] Business Days after each JPT meeting. Minutes will be deemed approved unless one or more members of the JPT objects to the accuracy of such minutes within […***…] Business Days of receipt. Minutes will be officially endorsed by the JPT at the next JPT meeting.

(d) Decision-Making. The JPT will have day-to-day decision-making authority but will have no voting authority. The JPT's role will be that of a coordinator, integrator and facilitator as described in Section 3.4(b). All decisions within the JPT will be made by consensus; provided however that, if either Party has an insufficient number of its representatives present at any meeting of the JPT, the day-to-day activities proposed at such meeting will be deemed accepted by such Party in absentia. In the event that the JPT is unable to decide any issue for which it is responsible, the matter will be referred to the JSC for resolution.

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3.5 Resolution of JSC Disputes.

(a) Within the JSC. All decisions within the JSC will be made by consensus. If the JSC is unable to reach consensus on any issue for which it is responsible, within […***…] days after a Party affirmatively states that a decision needs to be made, either Party may elect to submit such issue first to the Parties' Alliance Managers and, if still unresolved, to the Parties' Executive Officers, in accordance with Section 3.5(b).

(b) Referral to Alliance Managers; Executive Officers. If a Party makes an election under Section 3.5(a) to refer a matter to the Alliance Managers, the JSC will submit in writing the respective positions of the Parties to their respective Alliance Managers. Such Alliance Managers will use good faith efforts, in compliance with Section 3.6, to resolve promptly such matter, which good faith efforts will include at least one in-person meeting between such Alliance Managers within […***…] days after the JSC's submission of such matter to them. If the Alliance Managers are unable to reach consensus on any such matter within […***…] days after its submission to them, such matter will be escalate to the Parties' Executive Officers. Each Party's Alliance Manager will submit in writing the position of the Party it represents to the Executive Office of such Party. The Executive Officers will use good faith efforts, in compliance with Section 3.6, to resolve promptly such matter, which good faith efforts will include at least one in-person meeting between such Executive Officers within […***…] days after the Alliance Managers' submission of such matter to them. If the Executive Officers are unable to reach consensus on any such matter within […***…] days after its submission to them, (i) if the matter relates to the […***…], the matter will be decided by Blueprint, provided that no decision by Blueprint on such matters may result in a Material Increase or Material Decrease in a Party's obligations under this Agreement or otherwise conflict with this Agreement; and (ii) in the case of all other matters, the matter will be decided by Alexion (including matters regarding […***…], provided that no decision by Alexion on such matters (A) may result in a Material Increase in Blueprint's obligations under this Agreement (including the number of FTEs that Blueprint is providing), (B) may result in a Material Decrease in Blueprint's obligations under this Agreement (including the number of FTEs that Blueprint is providing), and associated budget, within the first […***…] months following the Effective Date, provided that, after such […***…] months period, any decrease in such Blueprint obligations will be permitted so long as it is reasonably supported by data or other results generated under the Research Plan showing an underperformance of the Research Program, (C) require Blueprint to perform any activities or other work under the Research Plan or this Agreement that would cause Blueprint to incur costs or expenses in excess of the amount of the reimbursements for FTEs and for external costs and expenses (including associated with subcontractors) Blueprint received from Alexion or (D) may otherwise conflict with this Agreement, and, further provided that, any such permitted final decision by Alexion will go into effect […***…] months after it is made and will be reflected in an amendment to the Research Plan made through the JSC.

(c) Good Faith. In conducting themselves on the JSC and JPT, and in exercising their rights under this Section 3.5, all representatives of both Parties will consider diligently, reasonably and in good faith all input received from the other Party, and will use reasonable efforts to reach consensus on all matters before them. In exercising any decision-making authority granted to it under this Article 3, each Party will act based on its good faith judgment taking into consideration the best interests of the Licensed Products and the Research Program.

3.6 General Authority. It is expressly understood and agreed that the control of decision-making authority by Blueprint or Alexion, as applicable, pursuant to Section 3.5(b), so as to resolve a

disagreement or deadlock for any matter will not authorize either Party to perform any function or exercise any decision-making right not delegated to such Party, and that neither Blueprint nor Alexion will have any right to unilaterally modify or amend, or waive its own compliance with, the terms of this Agreement.

ARTICLE 4

CLINICAL DEVELOPMENT AND COMMERCIALIZATION

4.1 Clinical Development. Except as otherwise provided in Section 4.2 or relating to activities under the Research Plan, and, with respect to the Manufacture of clinical supply, Section 4.2(c), Alexion will have sole responsibility for and sole decision-making over the Development of the Licensed Products in the Field, and associated costs.

4.2 Regulatory Responsibilities. Except as otherwise provided in this Section 4.2 and the Research Plan, Alexion will have sole responsibility for and sole decision-making over all regulatory activities and associated costs for the Licensed Products in the Territory, both before and after obtaining Regulatory Approval. For clarity, Blueprint will not be responsible for performing any regulatory work except as otherwise described in Section 4.2 and the Research Plan.

(a) Regulatory Filings; Ownership. Alexion will lead and have sole control over preparing and submitting all regulatory filings related to the Licensed Products, including all applications for Regulatory Approval. Alexion will own any and all applications for Regulatory Approvals, the Regulatory Approvals, and other regulatory filings related to the Licensed Product which will be held in the name of Alexion or its designees. For clarity, the decision whether to file an IND for any particular Compound will be at Alexion's sole discretion, subject to Alexion's diligence obligations hereunder with respect to Licensed Products generally.

(b) Interactions with Regulatory Authorities. Alexion will have the sole right to conduct all communications with Regulatory Authorities, including all meetings, conferences and discussions (including advisory committee meetings), with regard to Licensed Products in the Territory.

(c) Blueprint Regulatory Activities.

(i) The Research Plan will include activities for which Blueprint is responsible, as may be reasonably requested by Alexion to facilitate Alexion's submission of the IND filing(s), and the reasonable cost of such activities will be included in the Research Plan budget.

(ii) Blueprint will cooperate with any reasonable request from Alexion with respect to obtaining any Regulatory Approval for a Licensed Product in the Territory including (A) making its employees, consultants and other staff available to assist Alexion upon reasonable notice, (B) responding to questions raised by Alexion, and (C) making available to Alexion, in the form reasonably requested by Alexion, any and all information Controlled by Blueprint and related to the Compound or Licensed Product that is necessary or desirable to prepare, file, obtain and maintain any Regulatory Approval. Blueprint will provide any such assistance to Alexion free of charge (other than those activities expressly set out in the Research Plan) for up to […***…] hours, and, after which, Alexion will be responsible for the costs of any such assistance

(including FTEs), provided that, in all cases, such assistance is not unduly burdensome on Blueprint's normal business operations.

4.3 Manufacturing. In accordance with the express activities, timelines and budget set forth in the Research Plan, Blueprint will assist Alexion, at Alexion's cost, in having Manufactured at a quality level to be mutually agreed upon an amount of clinical supply of Licensed Product sufficient to complete the first clinical trial. Such Manufacturing activities under the Research Plan will be performed by a Third Party contract manufacturing organization (CMO), and the Parties together will decide whether Alexion or Blueprint will engage the CMO to perform such Manufacturing activities. The Parties hereby agree that, for such Manufacturing activities, (a) Blueprint will use Diligent Efforts to supervise the CMO's performance of such Manufacturing activities, (b) Blueprint's responsibilities to Alexion under this Section 4.3 will be no more broad or rigorous than the responsibilities accepted by the CMO and any non-performance by the CMO of any such responsibilities (or any of its agreements with Blueprint regarding Manufacturing) will not be deemed a breach by Blueprint under this Agreement, and (c) Alexion will be responsible for the costs of the CMO. Further, Blueprint will cooperate with Alexion to perform the technology transfer activities set forth in Section 2.3. Thereafter, Alexion will have sole responsibility for and sole decision-making authority over all Manufacturing activities and associated costs for the Development and Commercialization of the Licensed Products in the Field (except to the extent expressly set forth in the Research Plan).

4.4 Commercialization. Alexion will have sole responsibility for and sole decision-making over all Commercialization activities of the Licensed Products in the Field, and will be solely responsible for the associated costs of such Commercialization activities.

4.5 Alexion Diligence. Alexion will use Commercially Reasonable Efforts to Develop and Commercialize […***…] in the Field in all of the Major Markets. For the avoidance of doubt, the commitment to use Commercially Reasonable Efforts will not preclude the suspension or discontinuation by Alexion of the Development or Commercialization of any Compound or Licensed Product, if appropriate, based on any of the Relevant Factors or on the basis of a Regulatory Event.

4.6 Annual Update Meetings. Commencing upon the completion of the Research Plan and continuing until the end of registration clinical studies, the Parties will meet once per calendar year in person approximately […***…] months following the annual report sent by Alexion pursuant to Section 4.7, during which time Alexion will provide Blueprint with a reasonably detailed update on the Development and Commercialization of the Licensed Products by Alexion and its Affiliates and Sublicensees. Each Party will bear its own costs and expenses regarding such meetings.

4.7 Reports by Alexion. Alexion will prepare and maintain, and will cause its Affiliates and Sublicensees to prepare and maintain, reasonably complete and accurate records regarding the Development and Commercialization of Licensed Products in the Field. Commencing upon the completion of the Research Plan and continuing for the Term, Alexion will provide to Blueprint a reasonably detailed annual report regarding such efforts once per calendar year in the […***…]. Such report will contain sufficient detail to enable Blueprint to assess Alexion's compliance with its Development and Commercialization obligations under this Article 4.

ARTICLE 5

LICENSES AND EXCLUSIVITY

5.1 Licenses to Alexion.

(a) Subject to the terms and conditions of this Agreement, Blueprint hereby grants to Alexion an exclusive license (even as to Blueprint), with the right to sublicense […***…] (as permitted in accordance with Section 5.3), under the Blueprint Licensed Technology, to Exploit the Licensed Products and the Compounds in the Field in the Territory; *provided, however*, that (i) […***…] and […***…] For clarity, the use rights granted under this license will not be exercised in a manner to broaden the limited Research and Development described in the foregoing Clause (i) and permitted for pre-Commercialization activities.

(b) Alexion will not […***…] but will be permitted to exercise the rights granted under Sections 5.1(a)(i)(B) and (C) of this Agreement.

(c) In exercising its rights under this Agreement, Alexion will Research, Develop and Commercialize Compounds […***…].

5.2 Blueprint Retained Rights; Licenses to Blueprint.

(a) Notwithstanding the exclusive licenses granted to Alexion pursuant to Section 5.1, Blueprint and its Affiliates hereby retain (i) […***…] Blueprint will remove the Pre-Development Candidates and the lead and back-up Development Candidates from Blueprint's compound libraries at the time of each such Compound's designation; provided that, if such removal is not feasible, Blueprint will prevent the collection and maintenance of data from Research activities based on the use of Pre-Development Candidates and Development Candidates.

(b) Subject to the terms and conditions of this Agreement, Alexion hereby grants to Blueprint a non-exclusive, sublicensable (as permitted in accordance with Section 5.3), royalty-free, fully-paid license under the Alexion Licensed Technology solely to conduct the activities assigned to Blueprint under the Research Plan.

(c) Subject to the terms and conditions of this Agreement, Alexion hereby grants to Blueprint […***…]. Subject to the terms and conditions of this Agreement, Alexion hereby grants to Blueprint […***…], either alone or with subcontractors or consultants, for the purpose of ensuring compliance with the terms and conditions of this Agreement.

5.3 Sublicensing.

(a) Scope of Permissible Sublicensing.

(i) The license granted by Blueprint to Alexion in Section 5.1(a) may be sublicensed by Alexion to: (A) an Affiliate of Alexion without any requirement of consent, provided that such sublicense to an Affiliate of Alexion will immediately terminate if and when such party ceases to be an Affiliate of Alexion, or (B) a Third Party without any requirement of consent, provided that Alexion promptly notifies Blueprint of such sublicense, and provided that, in each case of (A) and (B), (1) Alexion will ensure that the financial terms included in Article 6

that are applicable to the scope of the sublicense granted remain unchanged, (2) Blueprint's obligations to such sublicensed Affiliate or Sublicensee will be no broader than Blueprint's obligations were to Alexion under this Agreement prior to Alexion's grant of such a sublicense, and (3) Alexion

will be liable for any act or omission of any such sublicensed Affiliate or Sublicensee that is a breach of any of Alexion's obligations under this Agreement as though the same were a breach by Alexion, and Blueprint will have the right to proceed directly against Alexion without any obligation to first proceed against such sublicensed Affiliate or Sublicensee, (4) Alexion will ensure that Alexion receives from the sublicensee all rights necessary for Alexion to grant to Blueprint the rights and licenses upon termination of the Agreement set forth in Section 11.5(a)(v), and (5) such sublicensed Affiliate or Sublicensee will undertake in writing obligations of confidentiality and non-use regarding Confidential Information that are at least as protective as those undertaken by Alexion with respect to Confidential Information pursuant to Article 10 hereof.

(ii) The license granted by Alexion to Blueprint in Section 5.2(b) may be sublicensed by Blueprint to a subcontractor to perform Blueprint's assigned responsibilities under the Research Plan upon prompt written notice to Alexion and in compliance with Section 2.5.

5.4 No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party grants to the other Party any license or other rights, express or implied, under any intellectual property rights.

5.5 Blueprint Third Party Payments.

(a) Blueprint will be responsible for all payments associated with any agreements related to the Blueprint Licensed Technology that exist as of the Effective Date, except as otherwise agreed by Alexion in writing. For clarity, to the extent payments under those agreements are incurred by Blueprint pursuant to the Research Plan, such payments will not be reimbursed by Alexion unless they are specifically included under the Research Plan budget as an amount to be reimbursed by Alexion.

(b) In the event that, after the Effective Date, Blueprint in-licenses Blueprint Licensed Technology that would be deemed Controlled for purposes of the license granted to Alexion under Section 5.1(a) but for Blueprint owing payments under the agreement for such in-licensed Blueprint Licensed Technology on account of any sublicense granted thereunder to Alexion or its Affiliates or Sublicensees, Blueprint will notify Alexion of the existence of and anticipated amounts of such payments and Alexion will have the right to decline a sublicense to such in-licensed Blueprint Licensed Technology or take such sublicense, in which case Alexion agrees to comply with any obligations under such agreement of Blueprint that apply to Alexion and of which Alexion was informed by Blueprint, including, without limitation, any obligation to make such payments. In the event Alexion elects to take such sublicense, Alexion will make such payments to Blueprint within […***…] days of receiving an invoice from Blueprint for the same.

5.6 Exclusivity.

(a) Indication Exclusivity. During the Exclusivity Term, Blueprint will not (i) alone or with others, research (or fund any research), develop, make, use, sell, offer for sale, or import any […***…] or (ii) discuss or enter into negotiations with any Third Party regarding a license or other disposition of rights relating to the same.

(b) Molecule Exclusivity.

(i) During the Exclusivity Term, outside of activities that may be set out in the Research Plan or in this Section 5.6(b)(i), Blueprint will not (A) alone or with others, research (or fund any research), develop, make, use, sell, offer for sale, or import any Protected Compound for any purpose, […***…].

(ii) Further, during the Exclusivity Term, outside of activities that may be set out in the Research Plan or in Section 4.3, Blueprint will not (A) alone or with others, research (or fund any research), develop, make, use, sell, offer for sale, or import any Compound for any purpose, […***…] (B) discuss or enter into negotiations with any third party regarding a license or other disposition of rights relating to the same.

(iii) Blueprint will use reasonable efforts to identify and will maintain a list of all Protected Compounds during the Term. Further, during the Research Term and for the shorter of (A) […***…] years following the end of the Research Term and (B) […***…], Blueprint will annually certify to Alexion that such list is being maintained.

(c) Target Exclusivity. During the Exclusivity Term, other than pursuant to this Agreement, Blueprint will not (i) alone or with others, research (or fund any research), develop, make, use, sell, offer for sale, or import any molecules with the goal of inhibiting the Target, or any […***…] approaches to inhibit or replace the Target, or (ii) discuss or enter into negotiations with any Third Party regarding a license or other disposition of rights relating to the same.

ARTICLE 6

FINANCIALS

6.1 Upfront Payment. No later than […***…] days after the Effective Date, Alexion will pay to Blueprint a one-time, non-refundable, non-creditable payment of Fifteen Million Dollars ($15,000,000).

6.2 Pre-Clinical and Development Milestone Payments. In consideration for the rights granted to Alexion under this Agreement:

(a) Pre-Clinical Milestone Payments. Alexion will make the following pre-clinical milestone payments to Blueprint once for the first Compound that achieves the corresponding pre-clinical milestone event.

TABLE 1

	Pre-clinical Milestone Event	Milestone Payment
(1)	[...***...]	[...***...]

(2)	[...***...]		[...***...]
(3)	[...***...]		[...***...]
(4)	[...***...]		[...***...]
(5)	[...***...]		[...***...]
	Total potential Preclinical Milestones	**$**	**6,000,000**

(b) Development Milestone Payments.

(i) In addition, Alexion will make the following Development milestone payments to Blueprint once for the first Licensed Product that achieves the corresponding Development milestone event.

TABLE 2

	Development Milestone Event — first Licensed Product	**Milestone Payment**
(1)	[...***...]	[...***...]
(2)	[...***...]	[...***...]
(3)	[...***...]	[...***...]
(4)	[...***...]	[...***...]
(5)	[...***...]	[...***...]
(6)	[...***...]	[...***...]
(7)	[...***...]	[...***...]
(8)	[...***...]	[...***...]
(9)	[...***...]	[...***...]
(10)	[...***...]	[...***...]
	Total Potential Development Milestone Payments for first Licensed Product	**$ 83,000,000**

(ii) Further, Alexion will make the following Development milestone payments to Blueprint once for a second Licensed Product containing a different Compound from the first Licensed Product on which Development milestone payments were paid.

TABLE 3

	Development Milestone Event — second Licensed Product	**Milestone Payment**
(1)	[...***...]	[...***...]
(2)	[...***...]	[...***...]
(3)	[...***...]	[...***...]
(4)	[...***...]	[...***...]
(5)	[...***...]	[...***...]
(6)	[...***...]	[...***...]
	Total Potential Development Milestone Payments for the second Licensed Product	**$ 61,500,000**

(c) Clarification.

(i) If any particular Licensed Product achieves any Development milestone event more than once, only one payment will be due.

(ii) Each Development milestone payment in TABLE 2 and TABLE 3 will be payable for the first Licensed Product to achieve such milestone event, provided that, if a Licensed Product is replaced with a different Licensed Product at any point in Development, then no milestone payment already paid for a milestone event achieved by the replaced Licensed Product will be payable for the replacement Licensed Product, provided that milestone events not yet achieved by the replaced Licensed Product would remain payable for the replacement

Licensed Product, but, further provided that, in the event a first Licensed Product is abandoned at a time when a second Licensed Product is in Development, then such second Licensed Product will replace such first Licensed Product for payment of the remaining TABLE 2 milestone payments (*i.e.*, those not previously achieved by such first Licensed Product) and the next License Product to be Developed will replace such second Licensed Product for payment of the remaining TABLE 3 milestone payments (*i.e.*, those not previously achieved by such second Licensed Product).

(iii) The Development Milestone Events (1) — (3) in TABLE 2 and (1) — (2) in TABLE 3 (the "**Clinical Milestone Events**") are intended to be successive. If any Clinical Milestone Event is reached without achieving a preceding Clinical Milestone Event, then the corresponding milestone payment for such preceding Clinical Milestone Event will be paid upon the achievement of the later Clinical Milestone Event.

(iv) For clarity, the milestone payments under this Section 6.2 will be owed and payable to Blueprint whether the milestone event triggering such milestone payment was achieved by Alexion or any of its Affiliates or Sublicensees.

(d) Notice; Payment. Alexion will notify and pay to Blueprint the amounts set forth in this Section 6.2 within […***…] days after the achievement of the applicable milestone event by Alexion, its Affiliate or a Sublicensee. Each such payment will be made by wire transfer of immediately available funds into an account designated by Blueprint. Each such payment is non-refundable and non-creditable against any other payments due hereunder.

6.3 Commercial Milestone Payments.

(a) Alexion will make each of the commercial milestone payments indicated below to Blueprint once for the first Licensed Product and for the second Licensed Product when annual worldwide Net Sales of such first Licensed Product or second Licensed Product, as applicable, across all indications in the Territory in a given calendar year first reach the dollar values indicated below during the Term.

TABLE 4

	Commercial Milestone Event, payable once for the first Licensed Product and second Licensed Product	**Milestone Payment**
(1)	[...***...]	[...***...]
(2)	[...***...]	[...***...]
(3)	[...***...]	[...***...]
	Total Potential Pre-Clinical, Development and Commercial Milestone Payments — first Licensed Product	**$ 140,000,000**
	Total Potential Development and Commercial Milestone Payments — second Licensed Product	**$ 112,500,000**

(b) Notice; Payment. Alexion will notify and pay to Blueprint the amounts set forth in this Section 6.3 within […***…] days after the achievement of the applicable milestone event by Alexion, its Affiliate or a Sublicensee. Each such payment will be made by wire transfer of immediately

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available funds into an account designated by Blueprint. Each such payment is non-refundable and non-creditable against any other payments due hereunder.

6.4 Royalties.

(a) Alexion will pay to Blueprint non-refundable, non-creditable royalties on a Licensed Product-by-Licensed Product and country-by-country basis on annual worldwide Net Sales during a calendar year during the Royalty Term at the royalty rates set forth below:

[...*...]**	**Royalty Rate**
[...***...]	[...***...]
[...***...]	[...***...]
[...***...]	[...***...]
[...***...]	[...***...]

[...*...]**	**Royalty Rate**
[...***...]	[...***...]
[...***...]	[...***...]
[...***...]	[...***...]
[...***...]	[...***...]

By way of example, and without limitation, if, following the First Commercial Sale, the aggregate Net Sales of a Licensed Product in the Territory in a particular calendar year is […***…], the amount of royalties payable under this Section 6.4(a) will be as follows: […***…]

(b) Royalty Term. The royalty term ("**Royalty Term**") for a Licensed Product will begin with the earlier of the First Commercial Sale or the First Pre-Commercial Sale Date of a Licensed Product in a country, as applicable, and will expire on a Licensed Product-by-Licensed Product and country-by-country basis upon the later of clause (i), (ii) or (iii) below:

(i) expiration of the last to expire Valid Claim in that country under the Blueprint Licensed Technology that is a composition of matter or method of use claim Covering such Licensed Product,

(ii) the first expiration of the longest Regulatory Exclusivity that starts upon Regulatory Approval/launch for such Licensed Product in such country (including orphan and NCE exclusivity), or

(iii) the earlier of ten (10) years from the First Commercial Sale of such Licensed Product in such country, or fifteen (15) years from the First Pre-Commercial Sale Date of such Licensed Product in such country.

(c) Additional Royalty Provisions.

(i) General. The royalties payable under Section 6.4(a) will be subject to the following:

(A) only one royalty will be payable hereunder with respect to each Licensed Product unit;

(B) royalties when owed or paid hereunder will be non-refundable and non-creditable and, except as set forth in Section 6.6, not subject to set-off; and

[…***…]

(ii) Royalty Reductions.

(A) If, pursuant to Sections 6.4(a) and 6.4(b), any royalties are payable on Net Sales of a Licensed Product attributable to any country in the Territory where there is no composition of matter or method of use Valid Claim in an issued patent in such country Covering such Licensed Product ([…***…]) and there is no applicable Regulatory Exclusivity for such Licensed Product in such country, then the royalty rates applicable to those Net Sales of such Licensed Product for such country will be reduced by […***…] from those set forth in Section 6.4(a).

(B) If, pursuant to Sections 6.4(a) and 6.4(b), any royalties are payable on Net Sales of a Licensed Product attributable to any country in the Territory where there is no composition of matter or method of use Valid Claim in an issued patent in such country Covering such Licensed Product […***…] but there is applicable Regulatory Exclusivity for such Licensed Product in such country, then the royalty rates applicable to those Net Sales of such Licensed Product for such country will be reduced by […***…] from those set forth in Section 6.4(a).

(iii) Third Party Offsets. Alexion will have the right to reduce (A) royalties payable to Blueprint pursuant to this Section 6.4 based on royalties and damages paid to Third Parties attributable to Alexion's use of Blueprint's library screening technology (but not any Compounds), and (B) royalties and up to […***…] in Development milestones from Phase II onwards, payable to Blueprint pursuant to this Section 6.4 and Section 6.2(b), respectively, by […***…] of the payments Alexion pays to Third Parties to license any patent rights that are necessary or useful to develop, make, use, sell, offer for sale, or import Licensed Products for their commercialization, provided, in each case of (A) and (B), the royalty rates will not be reduced by more than […***…] from those set forth in Section 6.4(a).

(iv) Minimum Royalties. Notwithstanding any multiple reductions or offsets that may be taken pursuant to this Agreement, except as provided in Section 11.5(b)(i)(A), in no event will the royalty rates under this Agreement fall below […***…] of the royalty rates set forth in Section 6.4(a), with any excess to be carried forward into the immediately following royalty period.

6.5 Royalty Payments and Reports. During the Royalty Term, within […***…] days after the end of each calendar quarter, Alexion shall provide a royalty report, on a Licensed Product-by-Licensed Product basis, to Blueprint showing:

(a) the Net Sales of each Licensed Product received by Alexion, its Affiliates and (sub)licensees during such calendar quarter reporting period, and […***…]);

(b) the royalties payable in United States dollars which shall have accrued hereunder with respect to such Net Sales;

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(c) withholding taxes, if any, required by Applicable Law to be deducted with respect to such royalties; and

(d) the rate of exchange with supporting calculations, determined in accordance with Section 6.9, used by Alexion in determining the amount of United States dollars payable hereunder.

Alexion shall pay to Blueprint the royalties for each calendar quarter at the time of submission of Alexion's royalty report. If no royalty is due for any royalty period hereunder following commencement of the reporting obligation, Alexion shall so report.

6.6 Other Amounts Payable. Within […***…] days after the end of each calendar quarter, each Party will invoice the other Party for any amounts owed by the other Party under this Agreement that are not otherwise accounted for in this Article 6, including payments by Alexion to Blueprint under the Research Plan in accordance with Section 2.2(b), and payments made on account of expenses and recoveries pursuant to Section 7.2. The invoicing Party will have the right to offset part or all of such invoiced amounts (but not any other amounts that may be owed) against payments owed to the other Party by the invoicing Party pursuant to this Article 6 (including payments in respect of milestones or royalties). The owing Party will pay any undisputed amounts that have not been so offset within […***…] days of receipt of the invoice, and any disputed amounts owed by a Party will be paid (or offset) within […***…] days of resolution of the dispute.

6.7 Taxes.

(a) Taxes on Income. Each Party will be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the collaborative efforts of the Parties under this Agreement.

(b) Tax Cooperation. The Parties agree to cooperate with one another and use reasonable efforts to avoid or reduce tax withholding or similar obligations in respect of royalties, milestone payments, and other payments made by Alexion to Blueprint under this Agreement. Without limiting the generality of the foregoing, Blueprint will provide Alexion any tax forms and other information that may be reasonably necessary in order for Alexion to not withhold tax. Each Party will provide the other with reasonable assistance to enable the recovery, as permitted by Applicable Law, of withholding taxes, value added taxes, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or value added tax.

(c) Payment of Tax. To the extent Alexion is required by Applicable Law to deduct and withhold taxes on any payment to Blueprint, Alexion will pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to Blueprint an official tax certificate or other evidence of such withholding sufficient to enable Blueprint to claim such payment of taxes.

6.8 Blocked Currency. If by Applicable Law or fiscal policy of a particular country, conversion into U.S. dollars or transfer of funds of a convertible currency to the United States is restricted or forbidden, royalties accrued in that country shall be paid to Blueprint in the country in local currency by deposit in a local bank designated by Blueprint, unless the Parties otherwise agree.

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6.9 Foreign Exchange. The rate of exchange to be used in computing the amount of currency equivalent in U.S. dollars of Net Sales received in other currencies will be the rate of exchange at the close of business on the date Alexion receives the payment from the Alexion customer. Each daily exchange rate will be obtained from Thomson Reuters or, if not so available, as otherwise agreed by the Parties. For purposes of calculating the Net Sales thresholds set forth in Sections 6.3(a) and 6.4(a), the aggregate Net Sales with respect to each calendar quarter within a calendar year will be calculated based on the rate of exchange at the close of business on the date in which such Net Sales occurred, in a manner consistent with the exchange rate procedures set forth in this Section 6.9.

6.10 Late Payments. If a Party does not receive payment of any sum due to it on or before the due date therefor, simple interest will thereafter accrue on the sum due to such Party from the due date until the date of payment at a per-annum rate of […***…] above the prime rate as reported in The Wall Street Journal, Eastern Edition, or the maximum rate allowable by Applicable Law, whichever is less.

6.11 Financial Records; Audits. Alexion will maintain, and will cause its Affiliates and its Sublicensees to maintain, complete and accurate records in sufficient detail to permit Blueprint to confirm the achievement of commercial milestones, royalty payments and other compensation or reimbursement payable to Blueprint under this Agreement. Upon reasonable prior notice, such records will be open during regular business hours for a period of […***…] years from the creation of individual records for examination at Blueprint's expense, and not more often than once each calendar year, by an independent certified public accountant selected by Blueprint and reasonably acceptable to Alexion for the sole purpose of verifying for Blueprint the accuracy of the financial statements or reports or commercial milestone notices furnished by Alexion pursuant to this Agreement or of any payments made, or required to be made, by Alexion to Blueprint pursuant to this Agreement. Any such auditor will not disclose Alexion's Confidential Information to Blueprint, except to the extent such disclosure is necessary to verify the accuracy of the financial reports furnished by Alexion or the amount of payments due by Alexion under this Agreement. Any amounts shown to be owed but unpaid will be paid within […***…] days after the accountant's report, plus interest (as set forth in Section 6.10) from the original due date (unless challenged in good faith by Alexion, in which case any undisputed portion will be paid in accordance with the foregoing timetable, any dispute with respect to such challenge will be resolved in accordance with Article 12, any remaining disputed portion will be paid within […***…] days after resolution of the dispute, and interest will not accrue with respect to the disputed portion during the period of time the dispute is being resolved). Blueprint will bear the full cost of such audit unless such audit reveals an underpayment by Alexion that resulted from a discrepancy in a report that Alexion provided to Blueprint during the applicable audit period, which underpayment was more than […***…] of the amount set forth in such report, in which case Alexion will bear the full cost of such audit. In the event that Alexion has overpaid Blueprint, Alexion shall have the right to invoice Blueprint for such overpayment (but in any event no later than […***…] days after Alexion's receipt of the independent report so concluding) and Blueprint shall, as soon as practicable after receipt of such invoice, refund such overpayment by Alexion; provided, however, that, at Blueprint's option, Blueprint may instead allow Alexion to credit the amount of any such overpayment against future milestone or royalty payments owed by Alexion hereunder.

6.12 Manner and Place of Payment. All payments owed under this Agreement will be made by wire transfer in immediately available funds to a bank and account designated in writing by Blueprint or Alexion (as applicable), unless otherwise specified in writing by such Party.

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ARTICLE 7

INTELLECTUAL PROPERTY

7.1 Ownership of Research Program IP.

(a) As between the Parties, Blueprint will solely own all right, title and interest in and to […***…]; and (iv) other technology improvements directed to the subject matter of Clauses (ii) and (iii), and all intellectual property rights pertaining to the foregoing (collectively, the "**Blueprint IP**"). During the Research Term and for a period of […***…] thereafter, the Parties will promptly disclose to each other any Blueprint IP conceived, first reduced to practice or otherwise made by or on behalf of the disclosing Party, and will provide the non-disclosing Party such documentation regarding the same as such non-disclosing Party may reasonably request. Alexion, for itself and on behalf of its Affiliates, licensees and sublicenses, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign), to Blueprint all right, title and interest in and to Blueprint IP (unless already owned by Blueprint). Alexion will cooperate, and will cause the foregoing persons and entities to cooperate, with Blueprint to effectuate and perfect the foregoing ownership, including by promptly executing and recording assignments and other documents consistent with such ownership.

(b) As between the Parties, Alexion will solely own all right, title and interest in and to […***…], and all intellectual property rights pertaining thereto, […***…] (collectively, the "**Alexion IP**"). […***…]. During the Research Term and for a period of […***…] months thereafter, the Parties will promptly disclose to each other any Alexion IP conceived, first reduced to practice or otherwise made by or on behalf of the disclosing Party, and will provide the non-disclosing Party such documentation regarding the same as the non-disclosing Party may reasonably request. Blueprint, for itself and on

behalf of its Affiliates, licensees and sublicenses, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign), to Alexion all right, title and interest in and to Alexion IP (unless already owned by Alexion). Blueprint will cooperate, and will cause the foregoing persons and entities to cooperate, with Alexion to effectuate and perfect the foregoing ownership, including by promptly executing and recording assignments and other documents consistent with such ownership.

(c)

(i) Other than Blueprint IP and Alexion IP, after the end of the Research Term or with respect to any Development Candidate following completion of GLP toxicology studies for the lead Development Candidate, each Party will own all inventions, ideas and discoveries, and all intellectual property rights pertaining thereto, that it conceives or otherwise makes in the course of exercising its rights or performing its responsibilities under this Agreement, but, in any event, excluding Blueprint IP (collectively, "**Other IP**"). Other IP conceived or made solely by Blueprint will be solely owned by Blueprint ("**Blueprint Other IP**"), Other IP conceived or made solely by Alexion will be solely owned by Alexion ("**Alexion Other IP**"), and Other IP conceived or made jointly by Blueprint and Alexion will be jointly owned by both Parties ("**Joint Other IP**").

(ii) Each Party will promptly disclose to the other any Blueprint Other IP (but, for clarity in the case of Blueprint, not including inventions, ideas and discoveries, and all intellectual property rights pertaining thereto, that Blueprint conceives or otherwise makes in the

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course of exercising its retained rights under Sections 5.2(a) and 5.6(b)(i) or the license rights under Section 5.2(c)) or Alexion Other IP, as applicable, conceived, first reduced to practice or otherwise made by or on behalf of the disclosing Party, and Controlled by the disclosing Party, and will provide to the non-disclosing Party such documentation regarding the same as the non-disclosing Party may reasonably request, (i) during the Research Term and for a period of […***…] thereafter in the case of Alexion Other IP, and (ii) during the Research Term and for a period of […***…] years thereafter in the case of Blueprint Other IP.

(iii) Each Party will have an undivided one-half interest in and to the Joint Other IP. Each Party will exercise its ownership rights in and to such Joint Other IP, including the right to license and sublicense or otherwise to exploit, transfer or encumber its ownership interest, without an accounting or obligation to, or consent required from, the other Party, but subject to the licenses hereunder and the other terms and conditions of this Agreement. At the reasonable written request of a Party, the other Party will in writing grant such consents and confirm that no such accounting is required to effect the foregoing regarding Joint Other IP. Each Party, for itself and on behalf of its Affiliates, licensees and sublicenses, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign), to the other Party a joint and undivided interest in and to all Joint Other IP.

(d) This Agreement will be understood to be a joint research agreement in accordance with 35 U.S.C. §102(c) to Develop and Commercialize Compounds and Licensed Products, provided that neither Party will (i) unilaterally invoke the protections of or (ii) be required by this reference to have any Patent take advantage of or become subject to, the available exceptions to 35 U.S.C. 102 and 103 based on 35 U.S.C. §102(c), except with the prior written consent of the other Party.

7.2 Prosecution, Maintenance & Enforcement of Research Program IP.

(a) Blueprint Other IP or Alexion Other IP. Each Party will have the sole right, responsibility and discretion to file, prosecute (including the defense of any oppositions, interferences, reissue proceedings, reexaminations and other post-grant proceedings originating in a patent office), maintain and enforce intellectual property rights pertaining to the Other IP that it solely owns at such Party's sole cost.

(b) Joint Other IP. The Parties will confer and collaborate on matters of prosecution (including the defense of any oppositions, interferences, reissue proceedings, reexaminations and other post-grant proceedings originating in a patent office), maintenance and enforcement of the Joint Other IP. The filing, prosecution and maintenance, and the enforcement and defense, of any Patents within the Joint Other IP will be jointly managed by the Parties on mutually agreeable terms to be entered into by the Parties at the time any such Patents are first filed, and all recoveries and out-of-pocket costs and expenses arising from those activities, absent further agreement, will be shared equally by the Parties in accordance with Section 6.6 (provided that sufficient advance written notice of any such costs or expenses is given to the Party not incurring same), provided that if either Party elects not to pay any such costs or expenses for any such Patent, the Parties will meet and agree upon an equitable way to treat such Patent.

(c) Alexion IP. Alexion will have the sole right, responsibility and discretion to file, prosecute (including the defense of any oppositions, interferences, reissue proceedings, reexaminations and other post-grant proceedings originating in a patent office), maintain and enforce intellectual property rights pertaining to the Alexion IP at its sole cost.

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(d) Prosecution & Maintenance of Blueprint IP.

(i) Blueprint IP Patents. Subject to Section 7.2(d)(ii), Blueprint will be responsible for the preparation, filing, prosecution (including the defense of any oppositions, interferences, reissue proceedings, reexaminations and other post-grant proceedings originating in a patent office) and maintenance of any Patents within the Blueprint IP (such Patents, the "**Blueprint IP Patents**"). Blueprint will provide to Alexion all patent office papers promptly upon receipt, and drafts of responses to office actions from and other substantive filings with any patent offices regarding the Blueprint IP Patents sufficiently in advance before their submission to enable review and comment by Alexion, and Blueprint will

consider in good faith all comments timely made by Alexion. Subject to Section 7.2(d)(ii), Blueprint will be responsible for (A) […***…] and (B) […***…], and (3) improvements to subject matter in Clauses (1) and (2). In the event Blueprint chooses to abandon any Patent or to not file or otherwise pursue any Patent within the Blueprint IP Patents that Alexion wishes to maintain or pursue and for which Alexion […***…], Blueprint will first notify Alexion and Alexion will have the right, but not the obligation, to assume the preparation, filing, maintenance and/or prosecution of such Patent, in Blueprint's name, and Alexion […***…]. If Alexion elects to assume the preparation, filing, maintenance and/or prosecution of any such Patent, Alexion will provide to Blueprint all patent office papers promptly upon receipt, and drafts of responses to office actions from and other substantive filings with any patent offices regarding such Patent sufficiently in advance before their submission to enable review and comment by Blueprint, and Alexion will consider in good faith all comments timely made by Blueprint. Notwithstanding the foregoing, if Alexion notifies Blueprint in writing that it does not wish to pay for a Blueprint IP Patent in a given country (each such country, an "**Excluded Country**"), then (a) Blueprint may continue to prepare, file, prosecute or maintain such Blueprint IP Patent in such Excluded Country, in its sole discretion, (b) the licenses granted in Section 5.1 will terminate with respect to such Blueprint IP Patent in such Excluded Country, and (c) Alexion will not be responsible for paying the Patent Costs for such Blueprint IP Patent in such Excluded Country that are incurred on or after the date of such notice.

(ii) Specific Patents; Intermediate Patents.

(A) At the time each of the […***…] in accordance with the Research Plan and throughout the Term thereafter, the Parties, acting in good faith, will work together to identify for filing:(I) […***…] (the "**Specific Patents**"), and (II) […***…] (such other Blueprint IP Patents, the "**Intermediate Patents**"). Blueprint will use Diligent Efforts to file such Specific Patents and Intermediate Patents, in each case for which Alexion will assume prosecution and maintenance and pay all Patent Costs as set forth in Sections 7.2(d)(ii)(B) and 7.2(d)(ii)(C). For the sake of clarity, Specific Patents and Intermediate Patents may include […***…]For the sake of clarity, […***…]Further, for clarity[…***…].

(B) Alexion will have the option (by written notice to Blueprint) to assume responsibility for (I) […***…] In the event the claims of any Patent within the Intermediate Patents Cover […***…] beyond those described in clauses (1) or (2) of Section 7.2(d)(ii)(A) above, then such Patent will […***…]. In the event any claim of any Specific Patent is broadened during prosecution beyond the definition of a Specific Patent, then, unless such Patent meets the definition of an Intermediate Patent, […***…].

(C) In the event Alexion exercises its option to assume any of the […***…] set forth in Section 7.2(d)(ii)(B) with respect to […***…], Alexion will […***…]. Further, Alexion will provide to Blueprint all patent office papers promptly upon receipt, and drafts of responses to office actions from and other substantive filings with any patent offices regarding the Specific Patents or the Intermediate Patents sufficiently in advance before their submission […***…].

(iii) Patent Term Extensions. With respect to Licensed Products, Alexion will have lead responsibility, in consultation with Blueprint for Specific Patents and Intermediate Patents, to apply for and obtain any patent term extension or related extension of rights, including supplementary protection certificates and similar rights, for any Specific Patents or Intermediate Patents anywhere in the Territory. If the Parties disagree on the appropriate strategy with respect to such an extension of a Specific Patent or Intermediate Patents under the preceding sentence, the disagreement will be resolved in accordance with Article 12. Each Party will provide reasonable assistance to the other Party in connection with obtaining any such extensions for the Specific Patents and Intermediate Patents consistent with such strategy. To the extent reasonably and legally required in order to obtain any such extension in a particular country, each Party will make available to the other a copy of the necessary documentation to enable such other Party to use the same for the purpose of obtaining the extension in such country. With respect to products other than Licensed Products, Blueprint will have the sole right, but agrees to consult with Alexion, to apply for and obtain any patent term extension or related extension of rights, including supplementary protection certificates and similar rights, for any Blueprint IP Patents that are not Specific Patents or Intermediate Patents. Blueprint shall have no right to seek an extension of a Specific Patent or Intermediate Patent except in connection with a Licensed Product and in consultation with Alexion as set forth in this paragraph.

(iv) Orange Book Listings. Alexion will have lead responsibility for making any filing with respect to any Blueprint IP Patent and Licensed Products in connection with the FDA's Orange Book, under the national implementations of Article 10.1(a)(iii) of Directive 2001/EC/83 or other international equivalents. Alexion will consult with Blueprint regarding the strategy therefor. If the Parties disagree on the appropriate strategy with respect to such a filing, the disagreement will be resolved in accordance with Article 12. Each Party will provide reasonable assistance to the other Party in connection with any such filing.

(e) Cooperation. Each Party will provide the other Party all reasonable notice, assistance and cooperation in the Patent prosecution efforts provided in this Section 7.2, including providing any necessary powers of attorney and executing any other required documents or instruments for such prosecution.

(f) Enforcement & Defense of Blueprint IP Patents.

(i) Enforcement

(A) Notification. Each Party will promptly notify, in writing, the other Party upon learning of any actual or suspected Competitive Infringement by a Third Party, and will, along with such notice, supply the other Party with any evidence in its possession pertaining thereto. For purposes of this Agreement, "**Competitive Infringement**" means any allegedly infringing activity with respect to (1) any Compound (including the composition of matter, use, formulation and manufacture thereof) or (2) any compound within the claim scope of

the Blueprint IP Patents that […***…] (including the composition of matter, use, formulation and manufacture thereof).

(B) Enforcement Rights. Alexion will have the first right (but not the obligation) to bring a suit or other action to enforce the Blueprint IP Patents against a Third Party with respect to any Competitive Infringement (and to defend any related counterclaim), at Alexion's expense. Alexion will have a period of […***…] days after its receipt or delivery of notice and evidence pursuant to Section 7.2(f)(i)(A), to elect to so enforce the Blueprint IP Patents (or to settle or otherwise secure the abatement of such Competitive Infringement). Blueprint may be represented by counsel of its choice in any such suit or action, at Blueprint's expense, acting in an advisory but not controlling capacity. In the event Alexion does not so elect (or settle or otherwise secure the abatement of such Competitive Infringement), it will so notify Blueprint in writing, and Blueprint will have the right (but not the obligation) to commence a suit or take action, at Blueprint's expense, to enforce the Blueprint IP Patents with respect to such Competitive Infringement (and to defend any related counterclaim), provided that Blueprint will have to obtain the prior written consent of Alexion (such consent not to be unreasonably withheld) before commencing any such suit or action unless Alexion's failure to enforce the Blueprint IP Patents with respect to such Competitive Infringement would materially reduce the royalties payable to Blueprint under this Agreement in which case such prior consent will not be required. Each Party will provide to the Party enforcing any such rights under this Section 7.2(f)(i)(B) reasonable assistance in such enforcement, at such enforcing Party's request and expense, including joining such suit or action as a party plaintiff if required to perfect or maintain jurisdiction to pursue such suit or action. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, and will reasonably consider the other Party's comments on any such efforts. The enforcing Party will incur no liability to the other Party as a consequence of such enforcement efforts or any unfavorable decision resulting therefrom, including any decision holding any Blueprint IP Patent invalid or unenforceable.

(C) Settlement. Without the prior written consent of the other Party, neither Party will settle any suit or action that it brought under Section 7.2(f)(i)(B) in any manner that would limit or restrict the ability of either Party to Exploit any Licensed Products anywhere in the Territory.

(D) Expenses and Recoveries. A Party bringing a suit or action under Section 7.2(f)(i)(B) will be solely responsible for any expenses incurred by such Party as a result of such suit or action. If such Party recovers monetary damages in such suit or action, such recovery will be allocated first to the reimbursement of any expenses incurred by the Parties in such litigation, and any remaining amount will be distributed as follows: (x) to the extent such damages are based on lost profits, such amount will be treated as if it were Net Sales of Licensed Products under this Agreement (and, for clarity, any such amounts will be considered in the calculation of annual Net Sales for purposes of Section 6.4(a)), and (y) […***…], and (2) if Blueprint was the controlling Party, such amount will be divided as […***…] to Blueprint and […***…] to Alexion.

(ii) Defense. Except as set forth in Section 7.2(d), to the extent any Party receives notice by counterclaim, or otherwise, alleging the invalidity or unenforceability of any Blueprint IP Patent, it will bring such fact to the attention of the other Party, including all relevant

information related to such claim. Where such allegation is made in an opposition, reexamination, interference, post-grant proceeding or other patent office proceeding, the provisions of Section 7.2(d) will apply. Where such allegation is made in a declaratory judgment action, a counterclaim to a suit or other action brought under Section 7.2(f), the provisions of Section 7.2(f) will apply.

7.3 Defense of Infringement Actions. During the Term, each Party will bring to the attention of the other Party non-confidential information regarding potential infringement or any claim of infringement of Third Party intellectual property rights resulting from the practice of Blueprint IP Patents for Research, Development, Manufacture or Commercialization of Compounds or Licensed Products in the Territory. At the request of either Party, the Parties will discuss such information and how to handle such matter. Subject to Article 9, each Party will be solely responsible for defending any action, suit, or other proceeding brought against it alleging infringement of Third Party intellectual property rights in connection with its activities under this Agreement. This Section 7.3 will not be interpreted as placing on either Party a duty of inquiry regarding Third Party intellectual property rights.

7.4 Patent Marking. Alexion will, and will require its Affiliates and Sublicensees, to mark Licensed Products sold by it hereunder with appropriate patent numbers or indicia to the extent required by Applicable Law.

7.5 Personnel Obligations. Prior to beginning work under this Agreement relating to any Research, Development or Commercialization of a Compound or Licensed Product, each employee, agent or independent contractor of Alexion or Blueprint or of either Party's respective Affiliates or Sublicensees will be bound by non-disclosure and invention assignment obligations which are consistent with the obligations of Alexion or Blueprint, as appropriate, in this Article 7, to the extent permitted by Applicable Law, including: (a) promptly reporting any invention, discovery, process or other intellectual property right; (b) assigning to Alexion or Blueprint, as appropriate, all of his or her right, title and interest in and to any invention, discovery, process or other intellectual property right; (c) in the case of employees, agents, or independent contractors working in the United States, taking actions reasonably necessary to secure patent protection; (d) performing all acts and signing, executing, acknowledging and delivering any and all documents required for effecting the obligations and purposes of this Agreement; and (e) abiding by the obligations of confidentiality and non-use set forth in Article 10. It is understood and agreed that such non-disclosure and invention assignment agreement need not reference or be specific to this Agreement.

7.6 Trademarks. Alexion will be responsible for the selection, registration, maintenance and defense of all trademarks for use in connection with the sale or marketing of Licensed Products in the Field in the Territory (the "**Marks**"). The fees and expenses incurred in connection therewith will be the responsibility of Alexion. Alexion will own all Marks with respect to the Licensed Products.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as of the Effective Date, and covenants, as applicable, as follows:

(a) Corporate Existence and Power. It is a company or corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated, and

has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement, including the right to grant the licenses granted by it hereunder.

(b) Authority and Binding Agreement. (i) It has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms.

(c) No Conflict. It is not a party to and will not enter into any agreement that would prevent it from granting the rights or exclusivity granted or intended to be granted to the other Party under this Agreement or performing its obligations under this Agreement.

(d) Bankruptcy; Insolvency. It is not aware of any action or petition pending for bankruptcy or insolvency of such Party or its Affiliates in any state, country or other jurisdiction, and it is not aware of any facts or circumstances that could reasonably result in such Party becoming or being declared insolvent, bankrupt or otherwise incapable of meeting its obligations under this Agreement as they become due in the ordinary course of business.

(e) No Debarment. Such Party is not debarred, has not been convicted, and is not subject to debarment or conviction pursuant to Section 306 of the FD&C Act. In the course of the Research or Development of Compounds or Licensed Products, such Party has not, to its knowledge, used prior to the Effective Date, and will not use, during the Term, any employee, agent or independent contractor who has been debarred by any Regulatory Authority, or, to such Party's knowledge, is the subject of debarment proceedings by a Regulatory Authority or has been convicted pursuant to Section 306 of the FD&C Act.

8.2 Representations and Warranties by Blueprint. Blueprint hereby represents and warrants to Alexion as of the Effective Date, and covenants, as applicable, as follows:

(a) No IP Conflicts. As of the Effective Date, neither Blueprint nor any of its Affiliates has entered into any agreement (other than agreements with subcontractors) granting any right, interest or claim in or to, any Blueprint Licensed Technology to any Third Party that would conflict with the licenses and other rights granted to Alexion under this Agreement. As of the Effective Date, all intellectual property that is owned or licensed by Blueprint and which is necessary or useful to Research and Develop Compounds or Licensed Products is Controlled by Blueprint, other than commercially available software and commercially available laboratory materials. Following the Effective Date, Blueprint will not enter into any agreement with any Affiliate or Third Party that would conflict with the grant of the licenses and other rights to Alexion hereunder to the Blueprint Licensed Technology.

(b) No Notice of Infringement or Misappropriation. As of the Effective Date, (i) Blueprint has not received and is not aware of any written notice from any Third Party asserting or alleging that any research, development, use, manufacture, sale, offer for sale or importation of Blueprint Licensed Technology, Compounds or Licensed Products has infringed or misappropriated, or would infringe or misappropriate, the intellectual property rights of any Third Party, and (ii) no claim is pending, and neither Blueprint nor any of its Affiliates has received from a Third Party written notice of a claim or

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threatened claim, to the effect that any granted Patent rights within the Blueprint Licensed Technology licensed to Alexion under this Agreement is invalid or unenforceable.

(c) No Misappropriation. To the knowledge of Blueprint, as of the Effective Date, (i) the conception and reduction to practice of any inventions and, to the knowledge of Blueprint, the use or development of any other Information within the owned Blueprint Licensed Technology have not constituted or involved the misappropriation of trade secrets or other rights or property of any Third Party, and (ii) no employee of Blueprint has misappropriated any Blueprint Licensed Technology. To the knowledge of Blueprint as of the Effective Date and without additional inquiry, no intellectual property right of a Third Party would be infringed, misappropriated or otherwise violated by use of the Blueprint Licensed Technology under this Agreement.

(d) Existing Blueprint IP. As of the Effective Date, neither Blueprint nor any of its Affiliates owns, Controls or has filed any Patents Covering the molecules listed on Exhibit A to this Agreement.

(e) Financial Statements. The 2013 audited financial statements that were delivered to Alexion before the Effective Date were prepared in accordance with GAAP and, since the date of such statements, there has not been any change, event or occurrence that has had or could reasonably be expected to have a material adverse effect on the business or financial condition of Blueprint, its ability to perform its obligations under this Agreement or Alexion's rights under this Agreement.

(f) Disclosure of Information. To the knowledge of Blueprint, all tangible Information and data provided by or on behalf of Blueprint to Alexion prior to or on the Effective Date with respect to this Agreement was and is true, accurate and complete in all material respects, and Blueprint has not disclosed, failed to disclose or caused to be disclosed any Information or data that could reasonably be expected to be misleading in any material respect.

(g) Protected Compounds. To the knowledge of Blueprint, Blueprint has disclosed to Alexion and included on Exhibit A hereto all molecules that Blueprint owns or controls, as of the Effective Date, that meet the definition of "Protected Compound" hereunder.

8.3 No Other Representations or Warranties. EXCEPT AS EXPRESSLY STATED IN THIS Article 8, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, IS MADE OR GIVEN BY OR ON BEHALF OF A PARTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

ARTICLE 9

INDEMNIFICATION

9.1 Indemnification by Blueprint. Blueprint will defend, indemnify, and hold Alexion, its Affiliates, subcontractors and Sublicensees, and its and their respective officers, directors, employees, and agents (the "**Alexion Indemnitees**") harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation incurred

by such Alexion Indemnitees (collectively, "**Alexion Damages**"), all to the extent resulting from claims, suits, proceedings or causes of action brought by or on behalf of such Third Party ("**Alexion Claims**") against such Alexion Indemnitee that arise from or are based on: (i) a breach of any of Blueprint's representations, warranties and obligations under this Agreement; or (ii) the willful misconduct or grossly negligent acts of Blueprint, its Affiliates, subcontractors or sublicensees (excluding Alexion, its Affiliates, subcontractors and Sublicensees as licensees or sublicensees of Blueprint hereunder), or the officers, directors, employees, or agents of Blueprint or its Affiliates, subcontractors, or sublicensees; excluding, in each case ((i) and (ii)), any damages or other amounts for which Alexion has an obligation to indemnify any Blueprint Indemnitee pursuant to Section 9.2.

9.2 Indemnification by Alexion. Alexion will defend, indemnify, and hold Blueprint, its Affiliates, subcontractors, licensees and sublicensees, and each of their respective officers, directors, employees, and agents, (the "**Blueprint Indemnitees**") harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation incurred by such Blueprint Indemnitees (collectively, "**Blueprint Damages**"), all to the extent resulting from any claims, suits, proceedings or causes of action brought by such Third Party (collectively, "**Blueprint Claims**") against such Blueprint Indemnitee that arise from or are based on: (i) the Exploitation of Compounds or Licensed Products by Alexion or its Affiliates, subcontractors, or Sublicensees in the Territory; (ii) a breach of any of Alexion's representations, warranties, and obligations under this Agreement; or (iii) the willful misconduct or grossly negligent acts of Alexion or its Affiliates, subcontractors or Sublicensees, or the officers, directors, employees, or agents of Alexion or its Affiliates, subcontractors or Sublicensees; excluding, in each case ((i), (ii) and (iii)), any damages or other amounts for which Blueprint has an obligation to indemnify any Alexion Indemnitee pursuant to Section 9.1.

9.3 Indemnification Procedures. The Party claiming indemnity under this Article 9 (the "**Indemnified Party**") will give written notice to the Party from whom indemnity is being sought (the "**Indemnifying Party**") promptly after learning of the claim, suit, proceeding or cause of action for which indemnity is being sought ("**Claim**"). The Indemnifying Party's obligation to defend, indemnify, and hold harmless pursuant to Section 9.1 or 9.2, as applicable, will be reduced to the extent the Indemnified Party's delay in providing notification pursuant to the previous sentence results in prejudice to the Indemnifying Party. At its option, the Indemnifying Party may assume the defense of any Claim for which indemnity is being sought by giving written notice to the Indemnified Party within […***…] days after receipt of the notice of the Claim. The assumption of defense of the Claim will not be construed as an acknowledgment that the Indemnifying Party is liable to indemnify any Indemnified Party in respect of the Claim, nor will it constitute waiver by the Indemnifying Party of any defenses it may assert against the Indemnified Party's claim for indemnification. The Indemnified Party will provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the defense. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense; provided, however, the Indemnifying Party will have the right to assume and conduct the defense of the Claim with counsel of its choice. The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, unless the settlement involves only the payment of money. The Indemnified Party will not settle any such Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the

Indemnifying Party in connection therewith), and (b) the Indemnified Party reserves any right it may have under this Article 9 to obtain indemnification from the Indemnified Party.

9.4 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR ANY TORT CLAIMS ARISING HEREUNDER, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 9.4 IS INTENDED TO OR WILL LIMIT OR RESTRICT A PARTY'S LIABILITY FOR DIRECT DAMAGES OR (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 9.1 OR SECTION 9.2, (B) DAMAGES AVAILABLE IN THE CASE OF A PARTY'S FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (C) DAMAGES AVAILABLE TO A PARTY FOR A BREACH BY THE OTHER PARTY OF THE LICENSE AND EXCLUSIVITY OBLIGATIONS UNDER ARTICLE 5 […***…]

9.5 Insurance. During the Term, Blueprint will procure and maintain insurance with respect to its activities hereunder as specified in Exhibit E-1, and Alexion will, and will cause its Affiliates and its Sublicensees to, procure and maintain insurance (including clinical trial liability and product liability insurance) with respect to its activities hereunder as specified in Exhibit E-2 at all times during which any Licensed Product is being clinically tested in human subjects or commercially distributed or sold. It is understood that such insurance will not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article 9. Each Party will provide the other with written evidence of such insurance upon request. Each Party will provide the other with written notice at least […***…] days prior to the cancellation, non-renewal or material change in such insurance or self-insurance which materially adversely affects the rights of the other Party hereunder.

ARTICLE 10

CONFIDENTIALITY

10.1 Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, each Party agrees that, during the Term and for […***…] years thereafter, it will, and will cause its Affiliates, to keep confidential and not publish or otherwise disclose to any Third Party, and not use for any purpose other than as provided for in this Agreement, any Confidential Information of the other Party or any of its Affiliates, provided that each Party and its Affiliates may disclose the Confidential Information of the other Party or its Affiliates to the receiving Party's and its Affiliates' officers, directors, employees and agents who in each case are bound by commercially reasonable obligations of confidentiality with respect to the use and disclosure of such Confidential Information. Notwithstanding the foregoing, Confidential Information of a Party or its Affiliate will exclude that portion of such information or materials that the receiving Party (or the receiving Party's Affiliate) can demonstrate by competent written proof:

(a) was already known to the receiving Party or its Affiliate, other than under an obligation of confidentiality, at the time of disclosure by the other Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

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(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any wrongful act, fault, or negligence of the receiving Party;

(d) is subsequently disclosed to the receiving Party or its Affiliate by a Third Party without obligations of confidentiality with respect thereto; or

(e) is independently discovered or developed by the receiving Party or its Affiliate without the aid, application, or use of Confidential Information.

The Parties acknowledge that Confidential Information has been provided by the Parties to each other prior to the Effective Date pursuant to the Existing Confidentiality Agreement. The Parties agree that as of the Effective Date, all such Confidential Information will be protected by the terms and conditions of this Agreement, which will replace those of such Existing Confidentiality Agreement.

Subject to the disclosure rights and obligations of the Parties in Sections 10.2 and 10.4, the Alexion IP, Alexion Other IP, the Research Plan and the data and Information generated under the Research Plan will be considered the Confidential Information of Alexion, except for the Blueprint Licensed Technology (including the Blueprint IP generated under the Research Plan).

10.2 Authorized Disclosure of Confidential Information. Notwithstanding Section 10.1, each Party may disclose Confidential Information to the extent (and only to the extent) such disclosure is reasonably necessary in the following situations:

(a) filing or prosecuting of Patents in accordance with Article 7;

(b) required regulatory filings and other required filings with Governmental Authorities (including Regulatory Authorities), including filings with the SEC or FDA, with respect to a Licensed Product as permitted hereunder, and press releases issued in connection with and limited to the repetition of some or all of the contents of such filings, provided that Blueprint will give Alexion at least […***…] Business Days prior advance notice of the proposed text and timing of such press release or announcement;

(c) responding to a valid order of a court of competent jurisdiction or other competent authority; provided that the receiving Party will first have given to the disclosing Party notice and a reasonable opportunity to quash the order or obtain a protective order requiring that the Confidential Information be held in confidence or used only for the purpose for which the order was issued; and provided further that if such order is not quashed or a protective order is not obtained, the Confidential Information disclosed will be limited to the information that is legally required to be disclosed;

(d) complying with Applicable Law (including regulations promulgated by securities exchanges) or with a legal or administrative proceeding;

(e) disclosure to its Affiliates and Third Parties of a redacted copy of this Agreement in the form set forth in Exhibit G hereto (the "**Redacted Agreement**"), only on a need-to-know basis and solely in connection with the performance by the disclosing Party of its obligations or the exercise of its rights under this Agreement (including with respect to Development, Manufacturing and Commercialization of Licensed Products), provided that each disclosee, prior to any such disclosure, must be bound by obligations of confidentiality and non-use at least as protective as those set forth in Sections 10.1 and 10.2; and

(f) disclosure to any bona fide potential or actual investor, investment banker, acquirer, merger partner, licensee, Sublicensee, collaborator or subcontractor of the Redacted Agreement, only on a need-to-know basis and subject to obligations of confidentiality and non-use at least as protective as those set forth in Sections 10.1 and 10.2; provided that, […***…], and (ii) […***…], may be disclosed only to bona fide potential or actual acquirers, merger partners, licensees, Sublicensees, or accredited investors (if not already permitted with Alexion's approval pursuant to the foregoing clause (i)), and only at such time as the disclosing Party reasonably and in good faith believes that such disclosing Party has reached agreement on all substantial economic terms and that the parties will execute a definitive agreement with respect to the proposed transaction within the following […***…] Business Days; provided that, in clause (ii) herein, such Third Party has executed with the disclosing Party, and a copy has been provided to the non-disclosing Party of, a confidentiality agreement with terms at least as protective with respect to Confidential Information as those set forth in Sections 10.1 and 10.2, and which confidentiality agreement for clause (ii) names the non-disclosing Party as an express third party beneficiary, with right of enforcement, thereof.

Notwithstanding the foregoing, in the event that a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Sections 10.2(b), 10.2(c), 10.2(d), and 10.3(c), it will, except where impracticable, give reasonable advance notice to the other Party of such disclosure and use reasonable efforts to secure confidential treatment of such information. In any event, the Parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder.

10.3 Terms of Agreement; Press Releases.

(a) Confidential Information. The Parties agree that the terms of this Agreement, other than the Research Plan, are and will be treated as the Confidential Information of both Parties, subject to the provisions set forth in Section 10.2 and this Section 10.3.

(b) The Parties agree that Blueprint may, at Alexion's option either alone or with Alexion, issue a public announcement of the execution of this Agreement substantially in the form of the press release attached as Exhibit F promptly after the Effective Date. Subject to Section 10.2 and Blueprint's rights under Sections 10.3(c) and 10.4(a), after publication of the initial press release pursuant to the preceding sentence, if Blueprint or its Affiliates desires to make a press release or other similar public announcement concerning the terms of this Agreement or any activities under this Agreement, Blueprint must submit the proposed press release to Alexion and obtain Alexion's prior written consent (such consent not to be unreasonably withheld). Alexion or its Affiliates may make a press release or other similar public announcement concerning the terms of this Agreement or any activities under this Agreement, provided that Alexion will give Blueprint at least […***…] Business Days prior advance notice of the proposed text of such press release or announcement, and Blueprint will have a right to review and provide comments on such press release or announcement within […***…] Business Days after receipt thereof. Neither Party will be required to seek the permission of the other Party to repeat any information regarding the terms of this Agreement that have already been publicly disclosed by such Party or such Party's Affiliate, or by the other Party or any of its Affiliates, in accordance with this Section 10.3.

(c) The Parties acknowledge that either or both Parties may be obligated to make a filing (including the filing of a copy of this Agreement) with the SEC or other Governmental Authorities. Each Party will be entitled to make such a filing if required by Applicable Law (including in connection with any Initial Public Offering by Blueprint), provided that it will (i) submit in connection with such filing the Redacted Agreement attached hereto as Exhibit G, (ii) request, and use Diligent Efforts

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consistent with Applicable Law to obtain, confidential treatment of all terms redacted from this Agreement, as reflected in the Redacted Agreement, (iii) promptly deliver to the other Party any written correspondence received by it or its representatives from such Governmental Authority with respect to such confidential treatment request and promptly advise the other Party of any other communications between it or its representatives with such Governmental Authority with respect to such confidential treatment request, and (iv) if such Governmental Authority requests any changes to the redactions set forth in the Redacted Agreement, use Diligent Efforts consistent with Applicable Law to support the redactions in the Redacted Agreement as originally filed and not agree to any changes to the Redacted Agreement without, to the extent practical, first discussing such changes with the other Party and taking the other Party's comments into consideration when deciding whether to agree to such changes (and in no event shall such Diligent Efforts require more than one communication to the applicable Governmental Authority supporting such proposed redactions). If the SEC or other Governmental Authorities requires any changes to the redactions set forth in the Redacted Agreement, and after a Party complies with the foregoing clauses (i) through (iv), then such Party may file and disclose publicly a version of this Agreement consistent with those requirements. Each Party will be responsible for its own legal and other external costs in connection with any such filing, registration or notification.

10.4 Presentation and Disclosure of Data and Information.

(a) Mutual. Except as otherwise permitted under Section 10.2, publication or any other public presentation or public disclosure of data and results of nonclinical studies generated under the Research Plan prior to the nomination of a Pre-Development Candidate will be made by mutual agreement of the Parties.

(b) By Blueprint. Except as otherwise permitted pursuant to Section 10.4(a) and subject to Section 10.3(b), and as may be required by Applicable Law, Blueprint agrees that it may not publish, present or otherwise disclose data and results of nonclinical studies and clinical trials, or any other Information, with respect to any Compound or Licensed Product without obtaining Alexion's prior written consent.

(c) By Alexion. Alexion may publish, present or otherwise disclose data and results of nonclinical studies (subject to Blueprint's rights under Section 10.4(a)), clinical studies, and other Information related to Compounds and Licensed Products, including in each case Information generated under the Research Plan and any other Information reasonably necessary to support Alexion's Commercialization of Licensed Products, at any time and through any medium or in any forum, in its discretion; provided that, where Blueprint has contributed to the generation of the data and results under the Research Plan to be included in a contemplated Alexion publication in a peer-reviewed journal, Alexion will provide Blueprint with an opportunity to review

and provide comments on such publication at least […***…] days prior to the date of intended submission and Alexion will consider any such Blueprint comments in good faith.

(d) By Either Party. Each Party agrees to acknowledge the contributions of the other Party and its employees in any and all publications, presentations and disclosures as scientifically appropriate.

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ARTICLE 11

TERM AND TERMINATION

11.1 Term. This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to this Article 11, will expire on a country-by-country basis and Licensed Product-by-Licensed Product basis at the end of the applicable Royalty Term (the "**Term**"). Following the end of the Term for any such Licensed Product and in such country by expiration (but not termination), Alexion will have a fully paid-up, royalty-free license under the Blueprint Licensed Technology, to research, develop, manufacture, use, sell, offer to sell and import such Licensed Product in the Field.

11.2 Termination by Alexion.

(a) Voluntary Termination. Alexion will have the right to terminate this Agreement upon ninety (90) days prior written notice to Blueprint.

(b) Industry Transaction. If, at any time during the Term, Blueprint intends to enter into an Industry Transaction pursuant to Section 13.7, then Blueprint will deliver a written notice to Alexion (such notice, the "**Industry Transaction Notice**") at least ten (10) Business Days before closing such Industry Transaction or, if earlier, prior to disclosing an unredacted form of this Agreement pursuant to Section 10.2(f), which Industry Transaction Notice shall include the name of the applicable Drug Company. In addition, if Blueprint closes an Industry Transaction, Blueprint shall so notify Alexion within two (2) Business Days of such closing. Alexion shall have the right to terminate this Agreement in its entirety upon written notice to Blueprint at any time during the period beginning on the date that Alexion receives an Industry Transaction Notice and ending on the earlier of (a) the date that is thirty (30) days after the date Alexion receives notice of the closing of such Industry Transaction or (b) the date on which Blueprint notifies Alexion that no Industry Transaction will be closed, provided that (1) any such termination by Alexion will be effective only if the Industry Transaction closes and (2) such termination will be effective only immediately before the occurrence of such Industry Transaction closing or upon Blueprint's receipt of such notice from Alexion if after such Industry Transaction closing. Without limiting the foregoing, if an Industry Transaction is structured as a sign and close, Blueprint will provide to Alexion an Industry Transaction Notice promptly after signing and in any event at least ten (10) Business Days before closing such Industry Transaction, and Blueprint providing such notice in the case of an Industry Transaction structured as a sign and close will be deemed sufficient to comply in full with the requirements of this Section 11.2(b).

11.3 Termination for Breach or Insolvency.

(a) Termination by Blueprint. Subject to Section 11.3(c), Blueprint will have the right to terminate this Agreement in its entirety upon written notice to Alexion if Alexion materially breaches its obligations under this Agreement and, after receiving written notice from Blueprint identifying such material breach by Alexion in reasonable detail, fails to cure such material breach within ninety (90) days from the date of such notice (or, if such breach cannot be cured within such ninety (90) day period, if Blueprint has not commenced and is diligently continuing good faith efforts to cure such breach), or within thirty (30) days from the date of such notice in the event such material breach is solely based upon Alexion's failure to pay any amounts due Blueprint hereunder. For clarity, Alexion's material failure to meet its diligence obligations set forth in Section 4.5 shall be considered a material breach of this Agreement for purposes of this Section 11.3(a).

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(b) Termination by Alexion. Subject to Section 11.3(c), Alexion will have the right to terminate this Agreement in its entirety upon written notice to Blueprint if Blueprint materially breaches its obligations under this Agreement and, after receiving written notice from Alexion identifying such material breach by Blueprint in reasonable detail of its obligations under this Agreement, fails to cure such material breach within ninety (90) days from the date of such notice (or, if such breach cannot be cured within such ninety (90) day period, if Alexion has not commenced and is diligently continuing good faith efforts to cure such breach), or within thirty (30) days from the date of such notice in the event such material breach is solely based upon Blueprint's failure to pay any amounts due Alexion hereunder.

(c) Disputed Breach. If the alleged breaching Party disputes in good faith the existence or materiality of a breach specified in a notice provided by the other Party in accordance with Section 11.3(a), and such alleged breaching Party provides the other Party notice of such dispute within such ninety (90) day or thirty (30) day period, as applicable, then the non-breaching Party will not have the right to terminate this Agreement under Section 11.3(a) or Section 11.3(b) unless and until an adjudicator, in accordance with Article 12, has determined that the alleged breaching Party has materially breached this Agreement and that such Party fails to cure such breach within thirty (30) days following such adjudicator's decision (except to the extent such breach involves the failure to make a payment when due, which breach must be cured within fifteen (15) days following such adjudicator's decision). It is understood and agreed that during the pendency of such dispute, all of the terms and conditions of this Agreement will remain in effect.

(d) Insolvency. If, at any time during the Term (i) a case is commenced by or against either Party under Title 11, United States Code, as amended, or analogous provisions of Applicable Law outside the United States (the "**Bankruptcy Code**") and, in the event of an involuntary case under the Bankruptcy Code, such case is not dismissed within sixty (60) days after the commencement thereof, (ii) either Party files for or is subject to the

institution of bankruptcy, liquidation or receivership proceedings (other than a case under the Bankruptcy Code), (iii) either Party assigns all or a substantial portion of its assets for the benefit of creditors, (iv) a receiver or custodian is appointed for either Party's business, or (v) a substantial portion of either Party's business is subject to attachment or similar process; then, in any such case ((i), (ii), (iii), (iv) or (v)), the other Party may terminate this Agreement upon written notice to the extent permitted under Applicable Law.

11.4 Termination by Blueprint.

(a) For IP Challenge.

(i) In the event that Alexion or any of its Affiliates or Sublicensees, directly or indirectly, challenges in a legal or administrative proceeding the patentability, enforceability or validity of any Patent within the Blueprint Licensed Technology Covering a Licensed Product (except as a defense against a claim, action or proceeding asserted against Alexion or its Affiliates or Sublicensees) (a "**Patent Challenge**"), then at Blueprint's sole election, Blueprint will have the right (A) to terminate, upon written notice to Alexion, all of Alexion's, its Affiliates' and its Sublicensees' licenses to the challenged Patent […***…] to withhold such right to terminate and, following a final ruling on the merits of such Patent Challenge by a court of competent jurisdiction […***…] is not found to be non-patentable, invalid or unenforceable, as such may be asserted in Alexion's, its Affiliate's or its Sublicensee's allegations under such Patent Challenge, […***…].

(ii) If, during the Term, Alexion, its Affiliates or its Sublicensees initiates a Patent Challenge […***…] then Blueprint, in addition to its rights under the foregoing Clause (i), will have the right to terminate […***…] upon written notice to Alexion.

(iii) Blueprint will not have the right to terminate any of Alexion's or its Affiliates' or Sublicensees' rights under this Agreement under this Section 11.4 for any such Patent Challenge by any Affiliate or Sublicensee of Alexion if such Patent Challenge is dismissed within thirty (30) days of Blueprint's notice to Alexion under this Section 11.4 and not thereafter continued.

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(b) For Alexion Abandonment. At any time following the conclusion of the Research Term, if Alexion or its Affiliates or Sublicensees fails to undertake […***…] to further the Development or Commercialization of the Compounds or Licensed Products, as the case may be, […***…], Blueprint will have the right, as its sole and exclusive remedy, to terminate this Agreement in its entirety upon written notice to Alexion specifying in reasonable detail the basis for such claim (such notice, the "**Abandonment Notice**"); provided, that, (a) within fifteen (15) days of receipt of an Abandonment Notice, Alexion will have the right to request a meeting with Blueprint to discuss Blueprint's abandonment claim, (b) following such meeting, if the Parties are unable to reach agreement on whether abandonment under this Section 11.4(b) occurred prior to the Abandonment Notice, either Party may refer the matter for dispute resolution in accordance with Section 12.1, and (c) the termination of this Agreement shall not be effective until an adjudicator has determined that such abandonment has occurred.

11.5 Effects of Termination.

(a) Upon termination of this Agreement by Alexion under Section 11.2(a) or by Blueprint under Sections 11.3(a), 11.4(a)(ii) or 11.4(b), the following will apply (in addition to any other rights and obligations under this Article 11):

(i) Licenses to Alexion. Subject to Section 11.8, all licenses granted in Article 5 to, and all other rights and obligations under this Agreement of, Alexion, its Affiliates and its Sublicensees will terminate.

(ii) License to Blueprint. The license granted under Section 5.2(c) will survive and become perpetual, irrevocable and non-terminable with the following clause deleted therefrom: ", for the purpose of ensuring compliance with the terms and conditions of this Agreement."

(iii) Termination of Research Term. The remaining Research Term, if any, shall terminate, provided that Alexion will remain responsible for (A) Blueprint's non-FTE expenses that were incurred or irrevocably committed to under the Research Plan up to the date of notice of termination, provided that Blueprint use Diligent Efforts to mitigate such costs to the extent practicable, and (B) Blueprint's FTE expenses for a period of […***…] months following the date of notice of termination for FTE personnel that Blueprint, despite having used Diligent Efforts, is not able to re-allocate from Research Plan activities to alternative projects within such […***…] month period.

(iv) Confidential Information. Except in the case of Blueprint for any Information that is the subject of its license under the Transition Agreement or its surviving license in Section 5.2(c) of this Agreement, each Party will promptly return to the other Party (or as directed by such other Party destroy and certify to such other Party in writing as to such destruction) all of such other Party's Confidential Information provided by or on behalf of such other Party hereunder that is in the possession or control of such Party (or any of its Affiliates, Sublicensees or subcontractors), except that such Party will have the right to retain one (1) copy of intangible Confidential Information of such other Party for legal purposes.

(v) Transition Agreement. In the event of a termination of this Agreement by Alexion under Section 11.2(a), or in the event of termination of this Agreement by Blueprint under Sections 11.3(a), 11.4(a)(ii) or 11.4(b), then at Blueprint's written request, the Parties will negotiate in good faith the terms and conditions of a written agreement to govern the rights and obligations of the Parties following any such termination (the "**Transition Agreement**"), which will include, at a minimum, terms and conditions related to the following to the extent requested by Blueprint; provided, however that (1) […***…] then such Transition Agreement will not include the obligations set forth in Clauses […***…] below:

(A) Alexion's grant to Blueprint of a non-exclusive, sublicensable […***…] license under the Patents and Information Controlled by Alexion or any of its Affiliates, […***…]

(B) Alexion's grant to Blueprint of a non-exclusive, sublicensable (through multiple tiers, in accordance with the requirements imposed on Alexion in Section 5.3(a)(i)) license under Marks Controlled by Alexion or any of its Affiliates and used exclusively with a Reversion Product in the Field in the Territory (excluding any such Marks that include, in whole or in part, any corporate name or logo of Alexion or its Affiliates or Sublicensees);

(C) […***…];

(D) to the extent that any payments would be owed by Alexion to any Third Parties (including royalties, milestones and other amounts) under any Third Party agreements that are applicable to the grant to Blueprint of any (sub)license, right of reference or other right provided in the Transition Agreement, Blueprint's rights and obligations with respect to such Third Party agreements were Blueprint to elect to take such a (sub)license, right of reference or other right with respect to any intellectual property or other proprietary rights under such Third Party agreements;

[…***…]

(F) a period of reasonable consultation (not to exceed ninety (90) days) to assist Blueprint with the transfer of the Reversion Product(s) at Blueprint's reasonable expense;

(G) the treatment of any remaining Reversion Product inventories on hand as of the effective date of the termination of this Agreement, including, as the case may be, any royalties owed by Alexion, its Affiliates or its Sublicensees applicable to the sale of such remaining inventories, […***…]; and

(H) the allocation between the Parties of any termination, wind-down and transfer costs and expenses, the Parties' indemnification obligations, the Parties' obligations with respect to unauthorized sales, and other coordination obligations of the Parties.

In the event the Transition Agreement being negotiated by the Parties covers […***…] the licenses granted to Blueprint, […***…] under such Transition Agreement will be subject to financial terms and conditions, and the Parties agree that, in determining such financial terms and conditions, they (and the independent expert, as applicable) will take into account all relevant economic variables, including the subject items of such Transition Agreement, the investment made by the Parties to date, […***…] and commercially reasonable financial terms in light of […***…] In the event that the Parties cannot reach agreement on such financial terms and conditions of the Transition Agreement […***…] after Blueprint's request for negotiation, either Party may require that the matter be referred to an independent expert mutually agreed to by the Parties, where such independent expert will have the authority to issue a decision on such matter and to require the Parties to agree to it. The decision of such independent expert with respect to the financial terms of the Transition Agreement shall be binding upon the Parties and the costs of such expert shall be shared by both Parties equally.

(b) Upon termination of this Agreement by Alexion under Section 11.2(b) or 11.3(b), the following will apply (in addition to any other rights and obligations under this Article 11):

(i) Licenses.

(A) License to Alexion. Subject to Section 11.50, all licenses granted by Blueprint to Alexion pursuant to Article 5 hereunder shall become perpetual, irrevocable and non-terminable, subject to (A) Alexion's continued compliance with its diligence obligations set forth in Section 4.5, and (B) Alexion's continuing obligation to make milestone and royalty payments under Article 6 in the amounts payable as of the effective date of such termination, and any payments owed to Blueprint's licensors under any agreements for in-licensed Blueprint Licensed Technology to which Alexion opted to take a sublicense pursuant to Section 5.5(b), provided that, only in the case of a termination by Alexion pursuant to Section 11.3(b) for material breach, any future milestone payments set forth in Sections 6.2 and 6.3 and the royalty rates set forth in the table in Section 6.4(a) as applied to any future Net Sales will be reduced by […***…]

(B) License to Blueprint. The license granted under Section 5.2(c) will survive and become perpetual, irrevocable and non-terminable.

(ii) Exclusivity. Only in the event of termination by Alexion under Section 11.3(b), Sections 5.6(a), 5.6(b), and 5.6(c) will survive termination of this Agreement.

(iii) Termination of Research Term. Alexion will have the option to terminate the remaining Research Term by giving notice to Blueprint, which termination notice shall provide, at Alexion's option (i) that all of Blueprint's activities under the terminated Research Plan shall immediately cease, or (ii) if requested by Alexion, the Parties shall reasonably cooperate to wind down some or all of any ongoing activities under the Research Plan for a commercially reasonable period of time with Alexion paying Blueprint's FTEs and other costs to perform such wind-down. Upon the giving of such notice, the Research Term shall terminate, Alexion will be free to exercise its rights under Section 5.1(a)(i) but not more, and Section 5.1(a)(ii) will no longer be in effect.

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(iv) Confidential Information. Except in the case of Alexion for any Information that is the subject of its continuing licenses pursuant to Section 11.5(b)(i), each Party will promptly return to the other Party (or as directed by such other Party destroy and certify to such other Party in writing as to such destruction) all of such other Party's Confidential Information provided by or on behalf of such other Party hereunder that

is in the possession or control of such Party (or any of its Affiliates, Sublicensees or subcontractors), except that such Party will have the right to retain one (1) copy of intangible Confidential Information of such other Party for legal purposes.

(v) Notwithstanding any other provision in this Agreement to the contrary, Alexion, in its sole discretion, may at any time terminate the licenses under Section 5.1(a)(i) by providing Blueprint with written notice of such termination, provided that, if Alexion so terminates the licenses and Alexion's prior termination of this Agreement was made pursuant to Section 11.2(b), then the provisions of Sections 11.5(a)(iv) and 11.5(a)(v) will apply.

(c) Conduct During Termination Notice Period.

(i) Following any notice of termination permitted under this Article 11, other than any termination pursuant to Section 11.2(b), 11.3(a) or 11.4(a)(ii), during any applicable termination notice period (the applicable "**Termination Notice Period**"), each Party will continue to perform all of its obligations under this Agreement, including performing all activities allocated to it pursuant to the Research Plan, then in effect in accordance with the terms and conditions of this Agreement.

(ii) During the applicable Termination Notice Period, neither Party will make any statement to any Person, whether written, verbal, electronic or otherwise, that disparages any Compound or Licensed Product, the work performed by either Party under this Agreement, or the other Party.

11.6 Other Remedies. Termination or expiration of this Agreement for any reason will not release either Party from any liability or obligation that already has accrued prior to such expiration or termination, nor affect the survival of any provision hereof to the extent it is expressly stated to survive such termination. Termination or expiration of this Agreement for any reason will not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, that a Party may have hereunder or that may arise out of or in connection with such termination or expiration.

11.7 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Blueprint and Alexion are, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that each Party, as licensee of certain rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party (such Party, the "**Bankrupt Party**") under the U.S. Bankruptcy Code, the other Party will be entitled to a complete duplicate of (or complete access to, as appropriate) any intellectual property licensed to such other Party and all embodiments of such intellectual property, which, if not already in such other Party's possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon such other Party's written request therefor, unless the Bankrupt Party elects to continue to perform all of its obligations under this Agreement or (b) if not

delivered under clause (a), following the rejection of this Agreement by the Bankrupt Party upon written request therefor by the other Party. The Parties acknowledge and agree that of the milestones and royalties to be paid pursuant to Article 6, only the royalties contained in Section 6.4(a) will constitute royalties within the meaning of Bankruptcy Code § 365(n) with respect to the licenses of intellectual property hereunder.

11.8 Survival. Termination or expiration of this Agreement will not affect rights or obligations of the Parties under this Agreement that have accrued prior to the date of termination or expiration of this Agreement. Notwithstanding anything to the contrary:

(a) the following provisions will survive and apply after expiration or any termination of this Agreement in its entirety: Article 1, Sections 2.4(a), 6.11, 7.1, and 7.2(b), Article 9, Article 10 (except for Alexion's obligations under Section 10.4(a) in case of Alexion's termination pursuant to Section 11.3(b)), Sections 11.1 (survives expiration only), 11.5, 11.6, 11.7 and 11.8, Article 12 and Article 13 (except for Section 13.7);

(b) the following additional provisions also will survive and apply after termination of this Agreement by Alexion under Section 11.2(b) or 11.3(b): Sections 4.5, 4.6 (only in the case of termination pursuant to Section 11.2(b) and if registration clinical studies are still ongoing at such time, and only for so long as Alexion does not exercise its right to terminate such Section 4.6 pursuant to Section 13.7(e)), 4.7, 5.1, 5.2(a), 5.3(a)(i), 5.4, the remainder of Article 6, and Sections 7.2(f)(i) and 7.4; and

(c) in the case of Alexion's termination under Section 11.2(b) or 11.3(b) and election under Section (iii) to wind-down activities under the Research Plan, the following additional provisions also will survive and apply during such wind-down: the remainder of Article 2, Article 3, and Sections 4.2(c), 4.3, 5.2(b) and 5.3(a)(ii).

In addition, in the case where the foregoing clauses (b) and (c) do not apply, (i) the other applicable provisions of Article 6 will survive expiration or termination of this Agreement in its entirety to the extent required to make final reimbursements, reconciliations or other payments incurred or accrued prior to the date of termination or expiration, and (ii) for any surviving provisions requiring action or decision by the JSC or an Executive Officer, each Party will appoint representatives to act as its JSC members or Executive Officer, as applicable.

All provisions not surviving in accordance with the foregoing will terminate upon expiration or termination of this Agreement and be of no further force and effect.

ARTICLE 12

DISPUTE RESOLUTION

12.1 Disputes. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. Except as set forth in Section 3.5, in the event of any disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement (including any alleged failure to perform, or

breach, of this Agreement), or any issue relating to the interpretation or application of this Agreement, then upon the request of either Party by written notice to the other, the Parties will meet and discuss in good faith a possible resolution thereof, which

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good faith efforts will include at least one in-person meeting between the Executive Officers of each Party. If the matter is not resolved within […***…] days following the written request for discussions, either Party shall thereafter have the right to pursue any and all other remedies available at law or in equity, subject to this Article 12. For clarity, any disputes, controversies or differences arising from the JSC will be resolved solely in accordance with Section 3.5.

12.2 Governing Law. This Agreement will be governed by and construed under the substantive laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

12.3 Injunctive Relief; Remedy for Breach of Exclusivity. Nothing in this Article 12 will preclude either Party from seeking equitable relief or interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute if necessary to protect the interests of such Party. Therefore, in addition to its rights and remedies otherwise available at law, including the recovery of damages for breach of this Agreement, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgement, such non-breaching Party will be entitled to seek (a) immediate equitable relief, specifically including, but not limited to, both interim and permanent restraining orders and injunctions, and (b) such other and further equitable relief as the court may deem proper under the circumstances. For clarity, nothing in this Section 12.3 will otherwise limit a breaching Party's opportunity to cure a material breach as permitted in accordance with Section 11.3.

12.4 Jurisdiction. For the purposes of this Article 12, the Parties acknowledge their diversity (Alexion having its principal place of business in Bermuda and Blueprint having its principal place of business in the Commonwealth of Massachusetts), and except as provided in Section 12.5, agree to accept the jurisdiction of any United States District Court located in the state of New York and agree not to commence any action, suit or proceeding related thereto except in such courts.

12.5 Patent and Trademark Disputes. Any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any Patents of either Party or any Marks covering the manufacture, use, importation, offer for sale or sale of any Compounds or Licensed Products will be submitted to a court of competent jurisdiction in the country in which such patent or trademark rights were granted or arose.

ARTICLE 13

MISCELLANEOUS

13.1 Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, set forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties existing as of the Effective Date with respect to the subject matter hereof. In the event of any inconsistency between any plan hereunder (including the Research Plan) and this Agreement, the terms of this Agreement will prevail. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as are set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement will be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.

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13.2 Force Majeure. Both Parties will be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented or delayed by force majeure and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse will be continued so long as the condition constituting force majeure continues and the nonperforming Party takes reasonable efforts to remove the condition; provided, however, that if the condition constituting force majeure continues for more than […***…] consecutive days the other Party will have the option to terminate this Agreement immediately upon written notice. For purposes of this Agreement, force majeure will mean conditions beyond the control of the Parties, including an act of God, war, civil commotion, terrorist act, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). Notwithstanding the foregoing, a Party will not be excused from making payments owed hereunder because of a force majeure affecting such Party.

13.3 Notices. Any notice required or permitted to be given under this Agreement will be in writing, will specifically refer to this Agreement, and will be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 13.3, and will be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international expedited delivery service, or (b) […***…] Business Days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested. This Section 13.3 is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

If to Blueprint:

Blueprint Medicines Corporation
215 First Street
Cambridge, MA 02142

	Attention: Vice President, Legal Affairs
With a copy to (which will not constitute notice):	Goodwin Procter LLP Exchange Place 53 State Street Boston, MA 02109 Attention: Kingsley L. Taft, Esq.
If to Alexion:	Alexion Pharma Holding 22 Victoria Street Hamilton HM EX Bermuda Attention: Secretary Facsimile: 441-298-3439
With a copy to (which will not constitute notice):	Alexion Pharmaceuticals, Inc. 352 Knotter Drive Cheshire, CT 06410 *Attention*: Chief Legal Officer Facsimile: 203-271-8198

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13.4 No Strict Construction; Headings. This Agreement has been prepared jointly and will not be strictly construed against either Party. Ambiguities, if any, in this Agreement will not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

13.5 Interpretation. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term will be deemed to mean "including without limitation" (or "includes without limitations"). "Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used. The term "or" means "and/or" hereunder. All definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural. Unless otherwise provided, all references to Sections and Exhibits in this Agreement are to Sections and Exhibits of this Agreement. References to any Sections include Sections and subsections that are part of the related Section (e.g., a section numbered "Section 3.2" would be part of "Section 3", and references to "Section 3.2" would also refer to material contained in the subsection described as "Section 3.2(a)"). Unless otherwise stated, dollar amounts set forth in this Agreement are U.S. dollars.

13.6 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except that a Party may make such an assignment without the other Party's consent to an Affiliate or to a successor to substantially all of the business to which this Agreement relates, whether in a merger, sale of stock, sale of assets, reorganization or other transaction. Any permitted successor or assignee of rights or obligations hereunder will, in a writing to the other Party, expressly assume performance of such rights or obligations (and in any event, any Party assigning this Agreement to an Affiliate will remain bound by the terms and conditions hereof). Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 13.6 will be null, void and of no legal effect.

13.7 Industry Transaction. Notwithstanding anything to the contrary in this Agreement, if Blueprint undergoes an Industry Transaction, the following provisions will apply from and after the consummation of such Industry Transaction:

(a) all Blueprint IP will continue to be Blueprint Licensed Technology;

(b) in addition to the Blueprint IP, all Blueprint Licensed Technology Controlled by Blueprint immediately prior to such Industry Transaction will continue to be Blueprint Licensed Technology (including any Patent that claims priority, directly or indirectly, to any Patent included within the Blueprint Licensed Technology Controlled by Blueprint immediately prior to such Industry Transaction, no matter when such Patent is filed or issued) for purposes of this Agreement;

(c) other than the Blueprint IP, and the Blueprint Licensed Technology covered under Section 13.7(b), no Information, materials (including small molecule compounds and compound libraries), Patents or other intellectual property rights Controlled by the Third Party who is a party to such Industry Transaction (the "**Acquirer**") or any of the Acquirer's Affiliates (collectively, the "**Acquirer Technology**"), whether prior to or after the consummation of such Industry Transaction, will be Controlled by Blueprint or its Affiliates for purposes of this Agreement, unless such Acquirer Technology

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is actually used by Blueprint or its Affiliates or subcontractors to perform any activities under the Research Plan, after the consummation of such Industry Transaction, or is developed by the material use of any Blueprint Licensed Technology referenced in Section 13.7(a) or Section 13.7 (b);

(d) any activities of the Acquirer or its Affiliates that would otherwise constitute a breach of Section 5.6 (the "**Competing Activities**") will not be considered a breach of Section 5.6 so long as the Acquirer does not use any material Blueprint Licensed Technology or any data or Information generated under the Research Plan for such Competing Activities and segregates such Competing Activities from the activities performed under the Research Program, including by (i) using separate personnel to perform the Competing Activities and the activities contemplated under the Research Program, including its governance, and (ii) ensuring that no personnel involved in the Competing Activities have access to Confidential Information relating to the Research Plan, Development, Manufacture or Commercialization of Compounds or Licensed Products (other than senior management and financial people need to make program decisions and need to include in financials); and

(e) Alexion shall have the right upon […***…] days' notice following any such Industry Transaction, to elect that any one or more of the following shall be deleted, in whole or in part, from this Agreement: Alexion's obligations under Section 4.6 and Section 10.3(b) (with respect to Alexion's prior written notice to Blueprint of a press release or similar public announcement).

For the purposes of this Agreement, (A) "**Industry Transaction**" of Blueprint means that (1) Blueprint will have become an Affiliate of an entity that is a Drug Company (as defined below), or (2) any sale, license or other transfer to a Drug Company (in one transaction or a series of related transactions) of all or substantially all of Blueprint's assets or that portion of Blueprint's business pertaining to the subject matter of this Agreement, and (B) "**Drug Company**" means any entity that conducts research and development in the biotechnology or pharmaceutical industry or develops or commercializes therapeutics or diagnostics.

13.8 Performance by Affiliates. Subject to the limitations of Section 5.3, each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and will cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement will be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

13.9 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

13.10 Compliance with Applicable Law. Each Party will comply with Applicable Law in the course of performing its obligations or exercising its rights pursuant to this Agreement.

13.11 Severability. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by an arbitrator or by any court of competent jurisdiction from which no appeal can be or is taken, the provision will be considered severed from this Agreement and will not serve to invalidate any remaining provisions hereof. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

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13.12 No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter will not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

13.13 Independent Contractors. Each Party will act solely as an independent contractor, and nothing in this Agreement will be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein will be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

13.14 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the Effective Date.

BLUEPRINT MEDICINES CORPORATION		**ALEXION PHARMA HOLDING**	
By:	/s/ Jeffrey Albers	By:	/s/ Kirk Caza
Name:	Jeffrey Albers	Name:	Kirk Caza
Title:	CEO	Title:	Director

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SCHEDULE 1.72

KEY PERSONNEL

[…***…]

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EXHIBIT A

COMPOUNDS

(Listed by […***…])

External Codes	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]
[…***…]	[…***…]	[…***…]	[…***…]
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[…***…]	[…***…]	[…***…]	[…***…]

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EXHIBIT B

RESEARCH PLAN

[…***…] **Joint Research Plan**

[…***…]

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Appendix 2: Blueprint subcontractors and consultants

Subcontractor/Consultant Name	Comments
[…***…]	[…***…]
[…***…]	[…***…]
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*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT C

GOVERNANCE PARTICIPANTS

1. Project Leaders

   […***…]

2. Alliance Managers

   […***…]

3. JSC

   Blueprint

[…***…]

Alexion

[…***…]

4. JPT

Blueprint

[…***…]

Alexion

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*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT D

ASSAYS

*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT D-1

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*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT D-2

[…***…]

*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT D-3

Assays for Determining Selectivity Score

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EXHIBIT E

INSURANCE

*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT E

INSURANCE

E-1 <u>BLUEPRINT INSURANCE</u>

Blueprint will maintain:

1. Commercial General Liability

Coverage on a Commercial General Liability Occurrence Coverage Form (or equivalent), including coverage for completed operations and contractual liability with limits of not less than […***…] and […***…].

2. Workers' Compensation

Coverage on a Workers' Compensation Form (or equivalent), covering all employees who are to provide services in connection with this Agreement with limits of not less than the following:

Bodily Injury by Accident	[…***…]
Bodily Injury by Disease	[…***…]
Bodily Injury by Disease	[…***…]

3. Management Liability

[…***…]

E-2 <u>ALEXION INSURANCE</u>

1. Alexion will maintain at least the above types and levels of insurance for commercial general liability, workers' compensation and management liability.

2. Further, Alexion will maintain:

   a. for Phase I and Phase II clinical trials, coverage for product liability insurance, including clinical trial liability, with limits of not less than […***…] and […***…]; and

   b. for Phase III clinical trials and during Commercialization, coverage for product liability insurance, including clinical trial liability, with limits of not less than […***…] and […***…].

3. Alexion may self-insure for the above types of insurance provided it maintains adequate reserves at the same limits.

*****Text Omitted and Filed Separately with the Securities and Exchange Commission Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

EXHIBIT F

PRESS RELEASE

Blueprint Medicines Announces Strategic Collaboration with Alexion to Advance Kinase Drug Candidates in Rare Genetic Disease

- *Collaboration combines Blueprint Medicines' kinase-focused drug discovery platform with Alexion's experience developing and commercializing therapies for severe and life-threatening disorders –*

- *Blueprint Medicines to receive $15 million upfront payment, research reimbursement, milestone payments and royalties -*

CAMBRIDGE, Mass., March 3, 2015 — Blueprint Medicines today announced a strategic collaboration with Alexion to discover, develop and commercialize novel drug candidates for an undisclosed activated kinase target, which is the cause of a rare genetic disease. Blueprint Medicines will apply its kinase-focused drug discovery platform to identify and optimize drug candidates and will conduct all research activities prior to the filing of an Investigational New Drug (IND) application with the Food and Drug Administration. Alexion will be responsible for the development and commercialization of these Blueprint Medicines' drug candidates under the collaboration.

"Our kinase-focused platform, which integrates a novel target discovery engine and a proprietary compound library, enables us to craft highly selective kinase drugs for genomic drivers of disease across many therapeutic areas. Alexion is the ideal partner for our rare genetic disease program with their successful track record developing and commercializing therapies for severe and life-threatening disorders," said Jeffrey Albers, Chief Executive Officer of Blueprint Medicines. "Working with Alexion on this target will allow the team at Blueprint Medicines to focus on our primary strategic area of oncology, while we leverage our platform in additional therapeutic areas."

Under the terms of the agreement, Blueprint Medicines will receive an upfront payment of $15 million and will be reimbursed for all research expenses. Blueprint Medicines is eligible to receive over $250 million in payments upon the successful achievement of pre-specified preclinical, clinical, regulatory and commercial milestones. In addition, Blueprint Medicines will be eligible to receive royalty payments following the commercialization of the product.

"Blueprint Medicines' unique discovery platform enables it to create drug candidates for extremely challenging kinase targets. Even in these early stages, Blueprint Medicines' compounds show impressive selectivity toward the mutant kinase, thereby sparing other kinases and delivering drug to the specified target," said Martin Mackay, Ph.D., Executive Vice President, Global Head of Research and Development at Alexion. "We look forward to partnering with the talented Blueprint Medicines' team to advance a highly innovative therapy for patients suffering from a devastating rare genetic disease."

About Blueprint Medicines

Blueprint Medicines makes kinase drugs to treat patients with genomically defined diseases. Led by a team of industry innovators, Blueprint Medicines integrates a novel target discovery engine and a proprietary compound library to understand the blueprint of cancer and craft highly selective therapies.

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This empowers the Blueprint Medicines team to develop patient-defined medicines aimed at eradicating cancer. Blueprint Medicines is privately held and raised $115 million in financing since its 2011 inception.

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EXHIBIT G

REDACTED AGREEMENT