SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **January 27, 2009**

EXACT SCIENCES CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

000-32179	**02-0478229**
(Commission File Number)	(IRS Employer Identification No.)
100 Campus Drive, Marlborough, Massachusetts	**01752**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(508) 683-1200**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On January 27, 2009, EXACT Sciences Corporation (the "Company") entered into a Collaboration, License and Purchase Agreement (the "CLP Agreement") with Genzyme Corporation ("Genzyme"). Pursuant to the CLP Agreement, the Company (i) assigned to Genzyme all of its intellectual property applicable to the fields of prenatal and reproductive health (the "Transferred Intellectual Property"), (ii) granted Genzyme an irrevocable, perpetual, exclusive, worldwide, fully-paid, royalty-free license to use and sublicense all of the Company's remaining intellectual property (the "Retained Intellectual Property") in the fields of prenatal and reproductive health (the "Genzyme Core Field"), and (iii) granted Genzyme an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, royalty-free license to use and sublicense the Retained Intellectual Property in all fields other than the Genzyme Core Field and other than colorectal cancer detection and stool-based disease protection (the "Company Field"). Further, subject to the terms of the JHU Amendment (defined below), the Company assigned to Genzyme its rights under the license agreement between the Company and The Johns Hopkins University ("JHU") dated March 25, 2003, as amended (the "JHU Agreement") (collectively, with the licenses and assignment described herein, the "Sale Transaction"). The CLP Agreement also provides for the formation of a joint advisory committee to assist both parties in the achievement of product development and regulatory goals. The collaboration period under the CLP Agreement may be terminated upon certain events. Additional termination rights concerning the collaboration period arise after five years.

Under the CLP Agreement, the Company retained ownership of intellectual property rights other than the Transferred Intellectual Property. In addition, with respect to the Transferred Intellectual Property, Genzyme granted the Company an irrevocable, perpetual, exclusive, worldwide, fully-paid, royalty-free license to use and sublicense such intellectual property in the Company Field. The parties also granted to each other a perpetual (subject to termination for uncured material breaches), exclusive, worldwide, fully-paid, royalty-free license to use and sublicense any improvements Genzyme or the Company makes to the Transferred Intellectual Property that is applicable to the Company Field (in the case of the Company as licensee) or all fields other than the Company Field (the "Genzyme Field") (in the case of Genzyme as licensee). Further, the parties granted to each other a perpetual (subject to termination for uncured material breaches), exclusive, worldwide, fully-paid, royalty-free license to use and sublicense intellectual property jointly developed pursuant to the collaboration between the parties (the "Joint Technology"). The license to the Joint Technology granted by the Company to Genzyme is exclusive in the Genzyme Field and the license to the Joint Technology granted by Genzyme to the Company is exclusive in the Company Field. The Company also granted to Genzyme an exclusive option to obtain an exclusive license, in the Genzyme Core Field, to certain technology that the Company may develop or acquire that has applicability in the Genzyme Core Field. The CLP Agreement contains representations, warranties and covenants with respect to the Sale Transaction and provides, under certain circumstances, for the Company and Genzyme to indemnify each other for breaches of their respective representations, warranties and covenants.

As part of the Sale Transaction, the Company entered into an Assignment, Sublicense, Consent and Eighth Amendment to License Agreement with Genzyme and JHU (the "JHU Amendment") on January 27, 2009, whereby the Company assigned its rights under the JHU Agreement to Genzyme. Pursuant to the JHU Amendment, Genzyme sublicensed to the Company the intellectual property

subject to the JHU Agreement for colorectal cancer detection and stool-based disease detection, including the BEAMing technology for the detection of colorectal cancer. Under the JHU Amendment, the Company and Genzyme will share in the royalty and annual payment obligations to JHU. The JHU Amendment also modified the minimum annual license fee due to JHU under the JHU Agreement. The JHU Agreement terminates upon the later of 20 years from the effective date of the JHU Agreement and the expiration of the last to expire of the patents for the licensed technology, or upon certain uncured defaults of JHU or Genzyme. Pursuant to the JHU Amendment, the sublicense to the Company terminates upon certain uncured defaults of the Company. The JHU Amendment also provides that, in the event the JHU Agreement terminates upon an uncured default of Genzyme, if the Company is in good standing under the JHU Agreement at such time, the sublicense to the Company will become a direct license from JHU to the Company.

Also as part of the Sale Transaction, the Company entered into an Amended and Restated License Agreement (the "Restated License") with Genzyme on January 27, 2009, which amends and restates the License Agreement between the parties dated March 25, 1999, effective as of January 27, 2009. Pursuant to the Restated License, Genzyme granted to the Company a non-exclusive license to use technology related to the use of certain genes, specifically APC and p53, and methodologies related thereto. In exchange for the license, which continues until the expiration of the last to expire licensed patent, the Company has agreed to pay Genzyme royalties based on net revenues received from performing tests that incorporate the licensed technology and sales of reagents and diagnostic test kits that incorporate the licensed technology, as well as certain minimum royalties, milestone payments and maintenance fees.

Pursuant to the Sale Transaction, Genzyme agreed to pay an aggregate of $18.5 million to the Company, of which $16.65 million was paid at closing and $1.85 million (the "Holdback Amount") is subject to a holdback by Genzyme to satisfy certain potential indemnification obligations of the Company. Subject to the terms and conditions of the CLP Agreement, one-half of the Holdback Amount will be released to the Company in 12 months and one-half will be released in 18 months. Genzyme also agreed to pay a double-digit royalty to the Company on income received by Genzyme as a result of any licenses or sublicenses to third parties of the Transferred Intellectual Property or the Retained Intellectual Property in any field other than the Genzyme Core Field or the Company Field.

In addition, the Company entered into a Common Stock Subscription Agreement with Genzyme (the "Purchase Agreement") on January 27, 2009, which provided for the private issuance and sale to Genzyme of 3,000,000 shares (the "Shares") of the Company's common stock, $0.01 par value per share ("Common Stock"), at a per share price of $2.00, for an aggregate purchase price of $6.0 million. Pursuant to the Purchase Agreement, Genzyme has the right until December 31, 2010 to participate in certain future private offerings of equity securities by the Company up to the amount necessary to maintain Genzyme's pro-rata percentage ownership of the Company, at a price per share equal to the greater of $2.00 or the closing price of the Common Stock on the Company's trading market on the day prior to the date that the Company notifies Genzyme of its right to purchase additional shares. This right is subject to certain customary exclusions, including issuances to employees pursuant to a stock plan, issuances in connection with a change of control transaction and issuances in connection with strategic partnerships. Under the Purchase Agreement, Genzyme also has the right to include the Shares on a registration statement filed by the Company or, under certain circumstances, cause the Company to file a registration statement covering the resale of the Shares by Genzyme with the Securities and Exchange Commission.

The Board of Directors of the Company engaged Merriman Curhan Ford & Co. ("Merriman"), an independent, third-party full-service investment bank, to consider and render to the Company's Board of Directors its opinion as to the fairness to the Company of the consideration to be paid by Genzyme to the Company in connection with the transactions described in this Item 1.01. Merriman delivered its written opinion to the Company's Board of Directors on January 25, 2009. The opinion stated Merriman's view that, as of such date, and based upon and subject to the assumptions made, matters considered and limitations on its review as set forth in the opinion, the consideration to be paid by Genzyme to the Company in the transaction was fair to the Company from a financial point of view.

The foregoing descriptions of the CLP Agreement, JHU Amendment, Restated License and Purchase Agreement are not complete and are qualified in their entirety by reference to the agreements which are filed as Exhibits 10.1 through 10.4 hereto, respectively, and which are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On January 27, 2009, the Company consummated the Sale Transaction with Genzyme. Additional details regarding the Sale Transaction are provided in Item 1.01 above, and are incorporated herein by reference.

One of the Company's directors, Connie Mack, III, is also a director of Genzyme. Mr. Mack recused himself from the approval of the transactions between the Company and Genzyme.

Item 3.02 Unregistered Sales of Equity Securities.

On January 27, 2009, pursuant to the Purchase Agreement, the Company consummated the sale of 3,000,000 shares of its Common Stock, at a per share price of $2.00 for aggregate consideration of $6.0 million. The Company sold the Shares to Genzyme without registration under the Securities Act of 1933, as amended, or state securities laws, in reliance on the exemptions provided by Section 4(2) of the Act and/or Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws. Additional information regarding the Shares and the Purchase Agreement is included under Item 1.01 of this Report on Form 8-K and is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 27, 2009, the Company announced that it has initiated a search for a new Chief Executive Officer. Jeffrey R. Luber, the Company's current President and Chief Executive Officer, will continue in his role as Chief Executive Officer until his successor is named.

On January 27, 2009, upon, and as a result of, the consummation of the transactions with Genzyme, the Company's Board of Directors awarded bonuses to certain of the Company's employees pursuant to the terms of their respective Employee Retention Agreements with the Company, each dated April 18, 2008 (the "Transaction Bonuses"). The Transaction Bonuses included cash bonuses of $315,000 to Mr. Luber, the Company's current President and Chief Executive Officer, and $230,000 to

Charles R. Carelli, Jr., the Company's Senior Vice President, Chief Financial Officer, Treasurer and Secretary. The Transaction Bonuses were awarded in lieu of the Company's annual bonus program.

Item 7.01 Regulation FD Disclosure.

On January 27, 2009, the Company issued a press release, a copy of which is being furnished as Exhibit 99.1 to this Report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing.

ADDITIONAL INFORMATION

On January 27, 2009, Sequenom, Inc. ("Sequenom") commenced an unsolicited exchange offer to acquire all of the outstanding shares of common stock of the Company in a stock-for-stock transaction. This communication is not a recommendation on how any stockholder should act with respect to any such exchange offer. Sequenom has filed a Schedule TO and a registration statement on Form S-4 with the Securities and Exchange Commission to register the Sequenom shares to be issued in such exchange offer. Unless the exchange offer is terminated, the Company will file a solicitation/recommendation statement on Schedule 14D-9 with the Securities and Exchange Commission with respect to the exchange offer. The Company's stockholders are strongly advised to read those documents, as well as any amendments or supplements to those documents, because they will contain important information that should be read carefully and considered before any decision is made with respect to any such exchange offer. Investors and security holders may obtain a free copy of the registration statement and the solicitation/recommendation statement (when and if available) and other relevant documents at the Commission's Internet web site at www.sec.gov. The solicitation/recommendation statement (when and if available) may also be obtained free of charge from the Company by directing such request to: Investor Relations, EXACT Sciences Corporation, 100 Campus Drive, Marlborough, MA 01752.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

10.1**	Collaboration, License and Purchase Agreement between Genzyme Corporation and the Company, dated January 27, 2009
10.2**	Assignment, Sublicense, Consent and Eighth Amendment to License Agreement among the Company, Genzyme Corporation and The Johns Hopkins University, dated January 27, 2009
10.3**	Amended and Restated License Agreement between Genzyme Corporation and the Company, dated January 27, 2009

10.4	Common Stock Subscription Agreement between the Company and Genzyme Corporation, dated January 27, 2009
99.1	Press Release issued by the Company on January 27, 2009, furnished herewith.

** *Confidential treatment has been requested for portions of this exhibit.*

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXACT Sciences Corporation

January 28, 2009

By: /s/ Charles R. Carelli, Jr.
Charles R. Carelli, Jr.
Senior Vice President, Chief Financial Officer, Treasurer and Secretary

EXHIBIT INDEX

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Exhibit 10.1

COLLABORATION, LICENSE and PURCHASE AGREEMENT

BETWEEN

GENZYME CORPORATION

AND

EXACT SCIENCES CORPORATION

Dated as of January 27, 2009

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

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EXHIBITS

SCHEDULES

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AGREEMENT

THIS COLLABORATION, LICENSE and PURCHASE AGREEMENT (this " Agreement "), dated as of January 27, 2009 (the " Effective Date "), is by and between Genzyme Corporation, a Massachusetts corporation (" Genzyme ") and EXACT Sciences Corporation, a Delaware corporation (" EXACT ").

RECITALS

A. EXACT is engaged in the development of proprietary DNA-based technologies, which have applicability in multiple fields. Genzyme desires to purchase all of EXACT's right, title and interest in and to certain assets, including certain intellectual property rights, and to license from EXACT certain other intellectual property rights for use outside of the EXACT Field (defined below).

B. EXACT desires to obtain from Genzyme, and Genzyme desires to grant to EXACT, an exclusive license back under the intellectual property being transferred under this Agreement for use in the EXACT Field.

C. Genzyme desires to obtain from EXACT, and EXACT desires to grant to Genzyme, an exclusive option to obtain from EXACT an exclusive license under certain additional EXACT technology in the Genzyme Core Field (defined below).

D. Concurrently with the execution of this Agreement, Genzyme and EXACT are entering into a Common Stock Subscription Agreement, dated as of the Effective Date (the " Common Stock Subscription Agreement "), pursuant to which, among other things, Genzyme agrees to buy and EXACT agrees to sell up to 3,000,000 shares of EXACT's common stock, par value $0.01 per share.

In consideration of the mutual representations, warranties and covenants contained in this Agreement, the parties hereto agree as follows:

Article 1 Definitions . Capitalized terms used in this Agreement have the meanings set forth in this Agreement. In addition, for purposes of this Agreement, the following terms, when used in this Agreement, have the meanings assigned to them in this Article 1.

" Action " means any claim, action, cause of action, chose in action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversy, assessment, arbitration, examination, audit, investigation, hearing, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority or arbitrator.

" Additional EXACT Technology " means all Intellectual Property Rights (other than Transferred Technology, EXACT Licensed Improvements or Joint Collaboration Technology) that are Controlled by EXACT or its Affiliates [********] with applicability in the Genzyme Core Field; provided , however , that

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

"Additional EXACT Technology" excludes Intellectual Property Rights owned or Controlled as a result of or subsequent to a Change of Control of EXACT.

" Affiliate " means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or general partnership or managing member interests, by contract or otherwise. Without limiting the generality of the foregoing, a Person will be deemed to control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

" Ancillary Agreements " has the meaning set forth in Section 5.2(a).

" APC/p53 License " means the License Agreement, dated as of March 25, 1999, by and between EXACT and Genzyme.

" APC/p53 License Amendment " means the waiver by Genzyme and amendment and restatement of the APC/p53 License, effective as of the Closing Date, to be executed and delivered by EXACT and Genzyme at the Closing, substantially in the form attached hereto as Exhibit A .

" Assigned Contracts " has the meaning set forth in Section 2.1(a)(ii).

" Assignment and Assumption Agreement " has the meaning set forth in Section 5.2(a)(ii).

" Assumed Liabilities " has the meaning set forth in Section 2.3(a).

" Bankruptcy Code " has the meaning set forth in Section 3.8.

[********]

" Change of Control " means, with respect to a party, (a) a sale of all or substantially all of such party's assets, voting stock, securities, or business; (b) a merger, reorganization, or consolidation involving such party in which the stockholders of such party immediately prior to such transaction cease to own collectively (either directly or through one or more intermediate entities) a majority of the voting equity securities of a successor entity; or (c) the acquisition by a Person or group of Persons acting in concert of 50% or more of the voting equity securities of such party.

" Closing " has the meaning set forth in Section 5.1.

" Closing Date " has the meaning set forth in Section 5.1.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

" Closing Payment " means $18,500,000, payable, subject to the Holdback set forth in Article 15, at the Closing.

" Code " means the U.S. Internal Revenue Code of 1986, as amended.

" Collaboration Period " means the period of time beginning on the Closing Date and ending, if at all, on the effective date of termination of such period by a party pursuant to Section 4.3.

" Committee " has the meaning set forth in Section 4.1.

" Common Stock Subscription Agreement " has the meaning set forth in Recital D.

" Confidential Information " of a party means all Know-How or other information, including proprietary information and materials (whether or not patentable), regarding such party's or its Affiliate's technology, products, business information, or objectives, that is communicated in any way or form by the Disclosing Party to the Receiving Party, and whether or not designated as confidential by the Disclosing Party at the time any such Know-How or other information is disclosed by the Disclosing Party to the Receiving Party.

" Consideration " has the meaning set forth in Section 2.2.

" Control or Controlled " means, with respect to any item or right, the possession (whether by ownership or license, other than pursuant to this Agreement) by a party of the ability to grant to the other party access or a license as provided in this Agreement under such item or right without violating the terms of any agreement or other arrangements with any Third Party.

" Cross License Agreement " means the Cross License and Collaboration Agreement, dated as of April 1, 2003, by and between EXACT and Genzyme.

[********]

" Disclosed Contract " has the meaning set forth in Section 6.11(b).

" Disclosing Party " has the meaning set forth in Section 13.1.

" Dispute " has the meaning set forth in Section 16.12(a).

" EXACT Field " means (a) stool-based detection of any disease or condition (including pre-cancers, staging and monitoring of the foregoing, and therapeutic response) for research and development, Clinical Laboratory Improvement Amendments (CLIA) testing services (and their foreign equivalents), and FDA Kits; and (b) a screening assay (regardless of other uses to which such assay is put) for colorectal cancer in any type of patient samples, excluding tests solely for staging and/or monitoring of colorectal cancer which do not obsolete or adversely impact such screening assay. For

the avoidance of doubt, without limitation, the EXACT Field includes (i) the rights pertaining to stool-based colorectal cancer screening tests for which EXACT has granted a nonexclusive license to [********], (ii) the rights pertaining to colorectal cancer screening tests and test kits for which EXACT has granted a nonexclusive license to [********], and (iii) all applications for which EXACT has granted to [********] a license as of the Effective Date pursuant to the [********].

" EXACT Indemnitee " has the meaning set forth in Section 14.2(a).

" EXACT Licensed Improvements " means all improvements or enhancements to, or derivatives of, the Transferred Technology discovered, conceived, created, made or invented (as applicable) by or on behalf of EXACT [********] that the parties agree have applicability in the Genzyme Field after consultation as provided in Section 3.2(b); provided , however , that "EXACT Licensed Improvements" excludes (a) Joint Collaboration Technology, (b) Intellectual Property Rights acquired or in-licensed from a Third Party after the Closing Date and (c) Intellectual Property Rights owned or Controlled as a result of or subsequent to Change of Control of EXACT. For clarity, a Patent Right that is first filed after a Change of Control but claims priority (direct or indirect, in whole or in part) to a Patent Right that was subject to the license granted by EXACT to Genzyme under Section 3.2(a) prior to a Change of Control will be an "EXACT Licensed Improvement" hereunder.

" FDA Kits " means a collection of one or more reagents, packaged in the form of a kit that has received approval from the U.S. Food and Drug Administration (FDA) or any equivalent foreign regulatory agency or body.

" Genzyme Core Field " means reproductive and prenatal health [********]

" Genzyme Field " means all applications other than the EXACT Field.

" Genzyme Indemnitee " has the meaning set forth in Section 14.1(a).

" Genzyme Licensed Improvements " means all improvements or enhancements to, or derivatives of, the Transferred Technology discovered, conceived, created, made or invented (as applicable) by or on behalf of Genzyme [********] that the parties agree have applicability in the EXACT Field after consultation as provided in Section 3.4(c); provided , however , that "Genzyme Licensed Improvements" excludes (a) Joint Collaboration Technology, (b) Intellectual Property Rights acquired or in-licensed from a Third Party after the Closing Date and (c) Intellectual Property Rights owned or Controlled as a result of or subsequent to Change of Control of Genzyme. For clarity, a Patent Right that is first filed after a Change of Control but claims priority (direct or indirect, in whole or in part) to a Patent Right that

was subject to the license granted by Genzyme to EXACT pursuant to Section 3.4(b) prior to a Change of Control will be a "Genzyme Licensed Improvement" hereunder.

" Genzyme Third Party Payment " has the meaning set forth in Section 11.2(a).

" Governmental Authority " means any government or any agency, bureau, board, commission, court, department, political subdivision, tribunal or other instrumentality of any government (including any regulatory or administrative agency), whether federal, state or local, domestic or foreign.

" Holdback Indemnity Cap " has the meaning set forth in Section 14.1(b).

" Indemnifying Party " means, with respect to any claim for indemnification pursuant to Article 14, the party against whom such claim is asserted under Section 14.1 or 14.2, as the case may be.

" Indemnitee " means, with respect to any claim for indemnification pursuant to Article 14, the Genzyme Indemnitee or the EXACT Indemnitee asserting such claim under Section 14.1 or 14.2, as the case may be.

" Indemnity Basket " has the meaning set forth in Section 14.1(b).

" Infringement Claim " has the meaning set forth in Section 12.4(a).

" Intellectual Property Rights " means all intangible proprietary rights of any kind or nature throughout the world, including the following (and all statutory and/or common law rights in, arising out of, or associated therewith): (i) all Patent Rights; (ii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications, copyrightable subject matter whether or not registration for any such copyright exists or is pending, and all other copyright interests accruing by reason of international copyright conventions pertaining thereto (" Copyrights "); (iii) all Know-How; and (iv) all databases and data collections.

" JHU " means The Johns Hopkins University, a Maryland corporation.

" JHU-EXACT License Amendment " means the Assignment, Sublicense, Consent and Eighth Amendment to License Agreement among EXACT, JHU and Genzyme, dated as of the Closing Date, to be executed and delivered by EXACT, JHU and Genzyme prior to the Closing, substantially in the form attached hereto as Exhibit B .

" Joint Collaboration Technology " means all Know-How, Patent Rights and Copyrights that are discovered, conceived, created, made or invented (as applicable) [********] jointly by (a) employees or agents of EXACT and (b) employees or agents of Genzyme or any of its Affiliates.

" Joint Patent Rights " means all Patent Rights included within the Joint Collaboration Technology.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

" Know-How " means all inventions, discoveries, data, information, processes, methods, correspondence, techniques, trade secrets, materials, technology, concepts, ideas, algorithms, standards, methods, compositions, formulae, procedures, results and other know-how, whether or not patentable or copyrightable.

[********]

[********] means all Technology licensed by EXACT to [********] pursuant to the [********]. The parties understand and agree that the Patent Rights that are included in both the Transferred Technology and the [********] as of the Effective Date are only those Patent Rights set forth on Schedule 6.8(a)(i) .

" Losses " has the meaning set forth in Section 14.1(a).

" Material Adverse Effect " means any material adverse effect on the Purchased Assets, on the parties' ability to consummate the transactions contemplated by this Agreement or on the parties' ability to perform their obligations under this Agreement.

" Maximum Indemnity Cap " has the meaning set forth in Section 14.1(b).

" Need-to-Know " has the meaning set forth in Section 13.2.

" Option " has the meaning set forth in Section 3.3(a).

" Option Exercise Notice " has the meaning set forth in Section 3.3(b).

" Optioned Technology " means Additional EXACT Technology for which Genzyme has exercised the Option pursuant to Section 3.3.

" Patent Rights " means all (i) issued patents; (ii) pending patent applications and rights to file applications, including all provisional applications, substitutions, continuations, continuations-in-part, divisions, re-examinations, national phase PCT applications, PCT international applications and all foreign counterparts; (iii) patents-of-addition, reissues, renewals, revivals, reexamination certificates and extensions and restorations by existing or future extension or restoration mechanisms, including supplementary protection certificates and the equivalent thereof; (iv) inventor's certificates; and (v) forms of government-issued rights substantially similar to any of the foregoing, in each case throughout the world.

" Person " means any individual or legal entity.

" Potential Liabilities Holdback Amount " means an amount equal to the Holdback Indemnity Cap, payable by Genzyme to EXACT as set forth in Article 15.

" Primary Goals " has the meaning set forth in Section 4.1.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

" Primary Intellectual Property Rights " means the Primary Patent Rights and other Transferred Technology chiefly related to the Primary Patent Rights, but not any Secondary Patent Rights.

" Primary Patent Rights " means (a) those Patent Rights within the Transferred Technology listed on Schedule A , and (b) all Patent Rights first filed after the Effective Date that claim priority (direct or indirect, in whole or in part) to any Patent Right identified in clause (a) above.

" Purchased Assets " has the meaning set forth in Section 2.1(a).

" Receiving Party " has the meaning set forth in Section 13.1.

" Representatives " has the meaning set forth in Section 13.2.

" Requesting Party " has the meaning set forth in Section 12.2(d).

" Retained Assets " has the meaning set forth in Section 2.1(b).

" Retained Liabilities " has the meaning set forth in Section 2.3(b).

" Retained Patent Rights " means any Patent Right owned by EXACT as of the Closing Date that is included in the Retained Assets. The parties understand and agree that if EXACT jointly owns any such Patent Right, such Patent Right is included only with respect to EXACT's joint ownership interest therein. For clarity, (i) the Retained Patent Rights include all Patent Rights first filed after the Effective Date that claim priority (direct or indirect, in whole or in part) to any Patent Right included within the Retained Assets as of the Effective Date and (ii) the Retained Patent Rights include those Patent Rights listed on Schedule 2.1(b) (vii) .

" Royalty " has the meaning set forth in Section 11.1(a).

" Sale " has the meaning set forth in Section 2.1(a).

" Secondary Patent Rights " means (a) those Patent Rights within the Transferred Technology listed on Schedule B , and (b) all Patent Rights first filed after the Effective Date that claim priority (direct or indirect, in whole or in part) to any Patent Right identified in clause (a) above.

" Supporting Materials " means (i) all research and development reports and records, pre-clinical studies, clinical protocols, clinical studies, pre-clinical and clinical data, results and analyses used in or resulting from any pre-clinical study or clinical trial relating to use of the Transferred Technology in the Genzyme Field; (ii) all files, correspondence, records and other documentation relating to the Transferred Technology, including all invention disclosures and assignments of inventions related to the Transferred Technology; (iii) all records and other documents relating to the use of the Transferred Technology in the Genzyme Field.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

" Technology " means the Transferred Technology, the Genzyme Licensed Improvements, the EXACT Licensed Improvements, the Joint Collaboration Technology, the Optioned Technology and the Retained Patent Rights.

" Third Party " means any Person other than Genzyme, EXACT, or their respective Affiliates.

" Third Party Claim " has the meaning set forth in Section 14.4(a).

" Transactions " means: (i) the Sale, (ii) the licenses and other rights granted pursuant to Article 3 and the related research and development collaboration in Article 4, (iii) the APC/p53 License Amendment and (iv) the JHU-EXACT License Amendment.

" Transferred In-License Agreement " means the Amended and Restated License Agreement, having a final signature date of March 25, 2003, as further amended pursuant to a Second Amendment dated as of November 9, 2004, a Third Amendment dated as of May 11, 2006, a Fourth Amendment dated as of March 19, 2007, a Fifth Amendment dated as of October 17, 2008, a Sixth Amendment dated as of October 30, 2008 and a Seventh Amendment dated as of December 15, 2008, by and between JHU and EXACT. The term "Transferred In-License Agreement" also includes, when effective, the JHU-EXACT License Amendment.

" Transferred In-Licensed Technology " means the Intellectual Property Rights licensed to EXACT by JHU under the Transferred In-License Agreement. The Patent Rights included in the Transferred In-Licensed Technology as of the Effective Date are set forth on Schedule 6.8(a)(iii) .

" Transferred Technology " means (a) all Intellectual Property Rights with applicability in the Genzyme Core Field owned by EXACT as of the Closing Date and (b) the Transferred In-Licensed Technology. The parties understand and agree that the Patent Rights included in the Transferred Technology are only those set forth on Schedule 6.8(a)(i) and Schedule 6.8(a)(ii) (including those included by way of clause (ii) below), and any Retained Patent Rights of EXACT that are later determined to have applicability in the Genzyme Core Field after the Closing Date will not become Transferred Technology hereunder but instead will remain "Retained Patent Rights" hereunder. For clarity, (i) Transferred Technology may have applicability in fields other than the Genzyme Core Field, but each item of Transferred Technology has some applicability in the Genzyme Core Field; (ii) the Transferred Technology includes all Patent Rights first filed after the Effective Date that claim priority (direct or indirect, in whole or in part) to any Patent Right included within the Transferred Technology as of the Effective Date and (iii) no Patent Rights set forth on Schedule 2.1(b)(vii) or identified in Section 2.1(b)(vii) are included within the definition of Transferred Technology.

Article 2 Sale and Purchase .

2.1 Purchased Assets .

(a) At the Closing, subject to the conditions of this Agreement, EXACT will sell, convey, assign, transfer and deliver to Genzyme, and Genzyme will purchase from EXACT, all of EXACT's rights, title and interests in and to the following assets (collectively, the " Purchased Assets "):

(i) the Transferred Technology, including all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the Transferred Technology and the right to receive all proceeds and damages therefrom;

(ii) all of EXACT's rights under the Transferred In-License Agreement and all contracts and licenses listed on Schedule 2.1(a)(ii) (the " Assigned Contracts ");

(iii) all Supporting Materials;

(iv) all of EXACT's rights under any confidentiality agreement relating to any of the Purchased Assets; and

(v) all claims of EXACT against Third Parties relating to any Purchased Assets, whether choate or inchoate, known or unknown, contingent or otherwise.

Notwithstanding any other provision of this Agreement, the transfer of the Purchased Assets pursuant to this Agreement (the " Sale ") will not include the assumption of any liabilities except those Genzyme expressly assumes pursuant to Section 2.3.

(b) All assets of EXACT other than the Purchased Assets (collectively, the " Retained Assets ") are not part of the Sale, and are not being transferred to Genzyme pursuant to this Agreement. For the avoidance of doubt, the Retained Assets include, but are not limited to:

(i) all of EXACT's cash, cash equivalents and short-term investments;

(ii) all minute books, stock records and corporate seals of EXACT;

(iii) all real property assets, including leasehold rights, of EXACT;

(iv) all of EXACT's plant and equipment;

(v) all of EXACT's rights under contracts other than the Assigned Contracts;

(vi) all of EXACT's personnel records; and

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(vii) all Intellectual Property Rights owned or in-licensed by EXACT that are not included in the Transferred Technology, including the Patent Rights listed on Schedule 2.1(b)(vii) (plus all Patent Rights first filed after the Effective Date that claim priority (direct or indirect, in whole or in part) to any such Patent Rights).

2.2 Consideration . The consideration for the Purchased Assets (the " Consideration ") will be (i) the Closing Payment, (ii) the assumption of the Assumed Liabilities, (iii) the waiver pursuant to the APC/p53 License Amendment and (iv) the obligation to pay the Royalty during the Royalty Period.

2.3 Assumed and Retained Liabilities .

(a) Assumed Liabilities . On the Closing Date, Genzyme will assume and agree to discharge all liabilities arising after the Closing under the Assigned Contracts (other than any liability arising out of or relating to a breach that occurred prior to or upon the Closing) (the " Assumed Liabilities ").

(b) Retained Liabilities . All other liabilities of EXACT (the " Retained Liabilities ") will remain the sole responsibility of and will be retained, paid, performed and discharged solely by EXACT. Retained Liabilities will include:

(i) any liability under any Assigned Contract that arises after the Closing but that arises out of or relates to a breach that occurred prior to or upon the Closing;

(ii) any liability for taxes, including (A) any taxes arising as a result of EXACT's operation of its business or EXACT's ownership of the Purchased Assets or otherwise arising from or with respect to the Purchased Assets, in each case for any taxable period or portion thereof ending on or prior to the Closing Date, (B) any taxes that will arise as a result of the sale of the Purchased Assets pursuant to this Agreement, and (C) any deferred taxes of any nature;

(iii) any liability under any contract, agreement or understanding not included in the Assigned Contracts, including any amounts owed to any law firm, attorney, consultant or financial advisor;

(iv) any liability relating to the operation of EXACT's business (other than liabilities arising after the Closing under any of the Assigned Contracts that do not arise out of or relate to a breach that occurred prior to or upon the Closing) or EXACT's leasing, ownership or operation of real property;

(v) any liability to any current or former employee, director or agent of EXACT or any of its Affiliates, including under any employee benefit plan or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for EXACT's employees or former employees or both;

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(vi) any liability of EXACT arising out of or resulting from EXACT's compliance or non-compliance with any legal requirement or order of any governmental entity; and

(vii) any liability of EXACT with respect to this Agreement or any other document executed in connection with the Transactions.

Article 3 Licenses and Other Rights .

3.1 License to Genzyme under Retained Patent Rights .

(a) Effective at the time of, and contingent upon the occurrence of, the Closing, EXACT hereby grants to Genzyme an (i) irrevocable, perpetual, exclusive (even as to EXACT), worldwide, fully-paid, royalty-free license, with the right to sublicense through multiple tiers (subject to Section 3.5) under the Retained Patent Rights to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and to otherwise practice and exploit the Retained Patent Rights, in each case solely in the Genzyme Core Field, and (ii) irrevocable, perpetual, nonexclusive, worldwide, fully-paid, royalty-free license, with the right to sublicense through multiple tiers (subject to Section 3.5) under the Retained Patent Rights to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and to otherwise practice and exploit the Retained Patent Rights, in each case solely in the Genzyme Field other than the Genzyme Core Field; provided that any sublicense of the license set forth in this clause (ii) will only be made [*********].

(b) Genzyme understands and agrees that Genzyme's license and other rights hereunder to the Retained Patent Rights (including under Article 12) are subject to the rights of Third Parties under the agreements listed on Schedule 3.1(b) .

3.2 License to Genzyme under EXACT Licensed Improvements and Joint Collaboration Technology .

(a) Subject to the terms and conditions of this Agreement, effective at the time of, and contingent upon the occurrence of, the Closing, EXACT hereby grants to Genzyme a perpetual (subject to Section 3.7(b)), exclusive (even as to EXACT), worldwide, fully-paid, royalty-free license, with the right to sublicense through multiple tiers (subject to Section 3.5), under the EXACT Licensed Improvements and the Joint Collaboration Technology to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and to otherwise practice and exploit the EXACT Licensed Improvements and Joint Collaboration Technology, in each case solely in the Genzyme Field.

(b) EXACT will disclose to Genzyme any potential EXACT Licensed Improvement in writing in reasonable detail promptly after such improvement has been discovered,

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conceived, created, made or invented that EXACT reasonably believes would have potential application in the Genzyme Field. If the parties agree that such improvement has applicability in the Genzyme Field and therefore constitutes an EXACT Licensed Improvement, the parties will add a general description of such improvement to Schedule 3.2(b) and such improvement will be become an EXACT Licensed Improvement for the purposes of this Agreement.

3.3 Option to License Additional EXACT Technology .

(a) Effective at the time of, and contingent upon the occurrence of, the Closing, EXACT hereby grants Genzyme an exclusive option (the " Option ") to obtain an exclusive license to Additional EXACT Technology in the Genzyme Core Field, subject to the terms and conditions of this Section 3.3.

(b) EXACT will disclose to Genzyme any Additional EXACT Technology in writing in reasonable detail promptly after such technology has been discovered, conceived, created, made, invented or acquired. If the Additional EXACT Technology is in-licensed by EXACT from a Third Party, then, if applicable, such disclosure will include any license fee or royalty payment that EXACT would be required to pay such Third Party as a result of EXACT's granting to Genzyme a sublicense under such Additional EXACT Technology in the Genzyme Core Field and a copy of the license agreement between EXACT and such Third Party. If Genzyme wishes to exercise the Option with respect to such disclosed Additional EXACT Technology, Genzyme will provide EXACT with written notice (the " Option Exercise Notice ") within [*********] of receipt of EXACT's disclosure. Upon delivery of the Option Exercise Notice, Genzyme will add a general description of such Additional EXACT Technology to Schedule 3.3(b) , and such technology will be become Optioned Technology ([*********] to Genzyme, other than pursuant to Section 11.2) for the purposes of this Agreement. If Genzyme does not deliver an Option Exercise Notice within such [*********] period, then Genzyme's Option will automatically expire with respect to the disclosed item of Additional EXACT Technology and EXACT may sell, assign, license or otherwise transfer such item of Additional EXACT Technology in the Genzyme Core Field to any Third Party without any further obligation or liability to Genzyme. If Genzyme takes a sublicense to Optioned Technology in-licensed by EXACT, then Genzyme's sublicense to that Optioned Technology will be subject to Genzyme's timely payment of the Genzyme Third Party Payment as provided in Section 11.2 and Genzyme's compliance with the terms of the in-license agreement applicable to Genzyme as a sublicensee thereunder.

(c) Subject to the terms and conditions of this Agreement, effective at the time of, and contingent upon the occurrence of, the Closing, EXACT hereby grants to Genzyme a perpetual (subject to Section 3.7(b)), exclusive (even as to EXACT), worldwide, fully-paid, royalty-free (except as provided in Section 11.2(a)) license or sublicense (as the case may be), with the right to sublicense through multiple tiers (subject to Section 3.5), under the Optioned Technology to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and to

otherwise practice and exploit the Optioned Technology, in each case solely in the Genzyme Core Field.

3.4 License to EXACT under Transferred Technology, Genzyme Licensed Improvements and Joint Collaboration Technology .

(a) Effective at the time of, and contingent upon the occurrence of, the Closing, Genzyme hereby grants to EXACT an irrevocable, perpetual, exclusive (even as to Genzyme), worldwide, fully-paid, royalty-free license, with the right to sublicense through multiple tiers (subject to Section 3.5), under the Transferred Technology other than the Transferred In-Licensed Technology to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and otherwise to practice and exploit the Transferred Technology other than the Transferred In-Licensed Technology, in each case solely in the EXACT Field.

(b) Subject to the terms and conditions of this Agreement, effective at the time of, and contingent upon the occurrence of, the Closing, Genzyme hereby grants to EXACT a perpetual (subject to Section 3.7(a)), exclusive (even as to Genzyme), worldwide, fully-paid, royalty-free license, with the right to sublicense through multiple tiers (subject to Section 3.5), under the Genzyme Licensed Improvements and the Joint Collaboration Technology to make, have made, use, sell, offer for sale, import and export products, to offer for sale and perform services and to otherwise practice and exploit the Genzyme Licensed Improvements and Joint Collaboration Technology, in each case solely in the EXACT Field.

(c) Genzyme will disclose to EXACT any potential Genzyme Licensed Improvement in writing in reasonable detail promptly after such improvement has been discovered, conceived, created, made or invented that Genzyme reasonably believes would have potential application in the EXACT Field. If the parties agree that such improvement has applicability in the EXACT Field and therefore constitutes a Genzyme Licensed Improvement, the parties will add a general description of such improvement to Schedule 3.4(c) and such improvement will be become a Genzyme Licensed improvement for the purposes of this Agreement.

(d) For the avoidance of doubt, the licenses granted to EXACT pursuant to Section 3.4 do not include a sublicense to any rights under the Transferred In-License Agreement. Such rights are covered by, and subject to, the JHU-EXACT License Amendment.

3.5 Sublicensing . Each party may grant sublicenses (including multiple tier sublicenses) under the licenses granted pursuant to Sections 3.1(a), 3.2(a), 3.3(c), 3.4(a) or 3.4(b) [********] (subject to the provisions of any agreement pursuant to which EXACT licenses an item of Optioned Technology from a Third Party); provided that the party granting such sublicense will be fully responsible for the performance of its sublicenses.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

3.6 Use of Technology . Neither party will practice or grant any rights under Technology owned or Controlled by the other party except as expressly licensed under this Agreement.

3.7 Termination of License Rights .

(a) Termination by Genzyme . Genzyme may terminate the license granted to EXACT pursuant to Section 3.4(b) at any time by giving written notice to EXACT in the event that EXACT commits a material breach of its obligations under this Agreement and such breach remains uncured for 90 days, measured from the date written notice of such breach is given to EXACT. If there is a bona fide good faith dispute between the parties as to whether a material breach has occurred, whether such breach has been cured or the amount to be indemnified, the 90 day cure period will be tolled pending resolution of such dispute. Notwithstanding the foregoing, if all monetary damages of Genzyme arising from any such uncured, material breach by EXACT are satisfied by the indemnity provisions of Article 14 and Genzyme does not have any material non-monetary damages related thereto, then Genzyme will not have the right to terminate the license under Section 3.4(b) on the basis of such breach.

(b) Termination by EXACT . EXACT may terminate the licenses and Option granted to Genzyme pursuant to Section 3.2(a) or Section 3.3 at any time by giving written notice to Genzyme in the event that Genzyme commits a material breach of its obligations under this Agreement and such breach remains uncured for 90 days, measured from the date written notice of such breach is given to Genzyme. If there is a bona fide good faith dispute between the parties as to whether a material breach has occurred, whether such breach has been cured or the amount to be indemnified, the 90 day cure period will be tolled pending resolution of such dispute. Notwithstanding the foregoing, if all monetary damages of EXACT arising from any such uncured, material breach by Genzyme are satisfied by the indemnity provisions of Article 14 and EXACT does not have any material non-monetary damages related thereto, then EXACT will not have the right to terminate any such licenses or Option on the basis of such breach.

(c) Survival of Sublicenses . If either party terminates a license granted under this Agreement pursuant to Section 3.7, and, on the effective date of such termination, (i) a sublicense under such terminated license as permitted by Section 3.5 is in effect and (ii) the applicable sublicensee is in good standing under the sublicense agreement between such sublicensee and the non-terminating party; then the terminating party will grant to such sublicensee a direct license on substantially the same terms as such sublicensee had as a sublicensee of the non-terminating party, so that the sublicensee will be put in the same position as it was prior to the termination of such license grant, provided , however , that the terminating party will not have any increased obligations as a result of such direct license to such sublicensee.

3.8 Rights in Bankruptcy . All rights and licenses now or hereafter granted under or pursuant to Sections 3.1, 3.2, 3.3 and 3.4 of this Agreement are rights to "intellectual

property" (as defined in Section 101(35A) of Title 11 of the United States Code (the " Bankruptcy Code ")). Each party hereby grants to other party and all Affiliates of such other party a right of access and to obtain possession of, and to benefit from copies of, (a) research data and results and (b) tangible Technology, all of which ((a) and (b)) constitute "embodiments" of intellectual property pursuant to Section 365(n) of the Bankruptcy Code, and (c) all other embodiments of such intellectual property, in each case, solely in connection with the other party's rights under this Agreement, whether any of the foregoing are in the granting party's possession or control or in the possession and control of Third Parties. Each party agrees not to interfere with the other party's and the other party's Affiliates' exercise of rights and licenses to intellectual property licensed hereunder and embodiments thereof in accordance with this Agreement and agrees to use reasonable efforts to assist such other party and its Affiliates to obtain such intellectual property and embodiments thereof in the possession or control of Third Parties as reasonably necessary or desirable for such other party and Affiliates to exercise such rights and licenses in accordance with this Agreement. The parties acknowledge and agree that all payments payable under this Agreement, other than (i) the Royalty payable by Genzyme in connection with the sublicensing of Retained Patent Rights or (ii) any Genzyme Third Party Payment payable by Genzyme, do not constitute "royalties" within the meaning of Bankruptcy Code Section 365(n) or relate to licenses of intellectual property hereunder.

Article 4 Collaboration .

4.1 Joint Advisory Committee . Promptly after the Closing Date, Genzyme and EXACT will establish a joint advisory committee (the " Committee ") to assist both parties in the achievement of product development and regulatory goals within their relevant fields (collectively, the " Primary Goals "). The Primary Goals include (i) [********], (ii) [********] and (iii) [********]. Through the Committee, the parties will share expertise, guidance, plans, clinical plans, protocols and/or strategies. By way of example only, [********]. The Committee will exist until the termination of the Collaboration Period unless the parties otherwise agree in writing.

4.2 Committee Meetings and Activities . Each party will designate a Committee contact person, who will facilitate and make available 2 or more representatives of such party for participation in Committee meetings or other activities from time to time, which representatives will be scientific, technical development and/or FDA regulatory advisors or employees of such party with expertise suitable to the particular Committee activity. During the Collaboration Period, the Committee will meet at least bi-monthly, in person or via teleconference. Each party will be solely responsible for compensation of such party's employees, advisors and Committee representatives who participate in Committee meetings or activities, and each party will be solely responsible for expenses incurred by its employees, advisors and Committee representatives in attending or otherwise participating in Committee meetings and activities. The Committee will not have any authority to bind either party to any action or to amend or modify this Agreement.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

4.3 Termination of the Collaboration Period .

(a) Either party may terminate the Collaboration Period immediately upon [********] by providing written notice to the other party within [********] following [********].

(b) Any time after the 5th anniversary of the Closing Date, either party may terminate the Collaboration Period [********] upon [********] advance written notice to the other party.

Article 5 Closing .

5.1 Closing . The consummation of the Transactions (the " Closing ") will take place at the offices of Genzyme's counsel at Ropes & Gray LLP, One International Place, Boston, Massachusetts, commencing at 10:00 a.m. (Boston time) on the business day on which the last of the conditions required to be satisfied or waived pursuant to Article 9 and Article 10 of this Agreement is either satisfied or waived (other than conditions which by their nature are to be satisfied or waived at the Closing and are expected to be satisfied at the Closing) (the " Closing Date "), or at such other place or time as the parties may mutually agree.

5.2 Deliverables . In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) EXACT will deliver to Genzyme the following documents (collectively referred to in this Agreement as the " Ancillary Agreements "):

(i) a bill of sale for all of the Purchased Assets that are tangible personal property, executed by EXACT, substantially in the form attached hereto as Exhibit C ;

(ii) an assignment of all of the Purchased Assets that are intangible personal property, which assignment will also contain Genzyme's undertaking and assumption of the Assumed Liabilities (the " Assignment and Assumption Agreement ") executed by EXACT, substantially in the form attached hereto as Exhibit D ;

(iii) an assignment of all Patent Rights included in the Transferred Technology, executed by EXACT, substantially in the form attached hereto as Exhibit E ;

(iv) the APC/p53 License Amendment executed by EXACT;

(v) the JHU-EXACT License Amendment executed by EXACT and JHU;

(vi) the Common Stock Subscription Agreement executed by EXACT; and

(vii) such other deeds, bills of sale, assignments, certificates of title, agreements, documents and other instruments of transfer and conveyance as may reasonably

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be requested by Genzyme as set forth in Section 8.4, each in form and substance satisfactory to Genzyme and its legal counsel and executed by EXACT.

(b) Genzyme will deliver to EXACT, together with the Closing Payment, less the Potential Liabilities Holdback Amount, by wire transfer of immediately available funds, the following Ancillary Agreements:

(i) the Assignment and Assumption Agreement executed by Genzyme;

(ii) the APC/p53 License Amendment executed by Genzyme;

(iii) the JHU-EXACT License Amendment executed by Genzyme; and

(iv) the Common Stock Subscription Agreement executed by Genzyme.

5.3 Post-Closing . Within 15 days of the Closing Date, EXACT will notify all of its agents that hold files or other tangible material included in the Purchased Assets, including any law firms holding files with respect to Transferred Technology, that effective as of the Closing, Genzyme will own such Purchased Assets, and EXACT will be responsible for any fees or expenses associated with such notification or related actions in connection with reflecting the transfer of ownership.

Article 6 Representations and Warranties of EXACT .

In order to induce Genzyme to enter into and perform this Agreement and to consummate the Transactions, EXACT hereby represents and warrants to Genzyme as follows:

6.1 Organization . EXACT is (a) duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (b) except where the failure to be so qualified or in good standing would not be reasonably likely to have a Material Adverse Effect, duly qualified to do business and in good standing in each jurisdiction in which it owns or leases real property or is otherwise required to be so qualified or in good standing.

6.2 Power and Authorization .

(a) The execution, delivery and performance by EXACT of this Agreement and each Ancillary Agreement and the consummation of each Transaction are within the power and authority of EXACT and have been duly authorized by all necessary action on the part of EXACT. This Agreement and each Ancillary Agreement (i) has been (or, in the case of Ancillary Agreements to be entered into at or prior to the Closing, will be) duly executed and delivered by EXACT and (ii) is (or, in the case of Ancillary Agreements to be entered into at or prior to the Closing, will be) a legal, valid and binding obligation of EXACT, enforceable against EXACT in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and subject to general

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principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) EXACT has the full power and authority necessary to own and use its assets and carry on its business.

6.3 Authorization of Governmental Authorities . No action by (including any authorization, consent or approval), or in respect of, or filing or declaration with, any Governmental Authority is required for, or in connection with, the valid and lawful (i) authorization, execution, delivery and performance by EXACT of this Agreement and each Ancillary Agreement or (ii) consummation of each Transaction.

6.4 Noncontravention . Neither the execution, delivery and performance by EXACT of this Agreement or any Ancillary Agreement nor the consummation of any Transaction will:

(a) violate any legal requirement applicable to EXACT;

(b) result in a breach or violation of, or default under, any obligation under any contract, agreement or understanding;

(c) except as disclosed on Schedule 6.4(c) , require any action by (including any authorization, consent or approval) or in respect of (including notice to), any party under any contract, agreement or understanding, including any consents required to assign rights under the Assigned Contracts, to assign the Transferred Technology or to grant the licenses set forth in Article 3;

(d) result in the creation or imposition of an encumbrance upon, or the forfeiture of, any Purchased Assets; or

(e) result in a breach or violation of, or default under, EXACT's certificate of incorporation, by-laws or other organizational documents.

6.5 Absence of Liabilities . There are no liabilities of EXACT or, to EXACT's knowledge, any Third Party that may be imposed on Genzyme due to consummation of the Transactions except for the Assumed Liabilities.

6.6 Absence of Certain Developments . Since December 31, 2007, no event or circumstance has occurred which has had, or is reasonably likely to have, a Material Adverse Effect.

6.7 Assets .

(a) Except as disclosed on Schedule 6.7(a) , EXACT has sole and exclusive, good and marketable title to, or, a sole and exclusive, enforceable right to use, all of the Purchased Assets. There are no liens or encumbrances on any of the Purchased Assets. EXACT does not own any real property.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Except as disclosed on Schedule 6.7(b) , the Purchased Assets comprise all of the intangible assets, related Supporting Materials and rights of every type and description (including all Intellectual Property Rights) with applicability in the Genzyme Core Field that are (i) owned by EXACT, (ii) licensed to EXACT with rights extending in the Genzyme Core Field, or (iii) used by EXACT.

6.8 Intellectual Property Rights .

(a) Schedule 6.8(a)(i) identifies all Patent Rights included in the Transferred Technology that are licensed by EXACT to [********] under the [********], and EXACT has provided to Genzyme true, correct and complete copies of all amendments to the [********] as of the Effective Date. Schedule 6.8(a)(ii) identifies all Patent Rights included in the Transferred Technology that are not licensed by EXACT to [********] pursuant to the [********]. For each Patent Right, Schedule 6.8(a)(i) and Schedule 6.8(a)(ii) identifies the country, title, patent number (if issued), application number, filing date, issue date, inventors and any continuity relationship with respect to any other Patent Right (such as continuation, continuation-in-part, divisional), and identification of those Patent Rights included in the Transferred In-Licensed Technology. Schedule 6.8(a)(iii) identifies the Transferred In-License Agreement, including the identification and description of the applicable Transferred Technology that is the subject of such Transferred In-License Agreement, and any other contracts, agreements or understandings that EXACT has entered into with Third Parties that grant such Third Party rights with respect to, or that otherwise affect EXACT's rights in, the Transferred Technology. True, accurate and complete copies of all such registrations, applications, contracts, agreements or understandings (a written summary if oral), in each case, as amended, or otherwise modified and in effect, have been made available to Genzyme as well as true, accurate and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of such item.

(b) Except as disclosed on Schedule 6.8(b)(i) , EXACT is the sole owner of all rights, title and interests in and to the Transferred Technology. Except as disclosed on Schedule 6.8(b)(ii) , none of the Transferred Technology is subject to any license to any Third Party.

(c) Neither EXACT nor any of its Affiliates has granted to any Third Party any rights with respect to the Transferred Technology in the Genzyme Field. Each of the Transferred In-License Agreement and the other contracts with Third Parties required to be disclosed on Schedule 6.8(a) represents the complete agreement and understanding between EXACT or its Affiliates and the other respective party or parties thereto relating to the Transferred Technology that is the subject of such contract.

(d) Neither EXACT nor any of its Affiliates has received any written (or to EXACT's knowledge, oral) charge, complaint, claim, demand or notice alleging any interference, infringement, misappropriation or conflict with any Intellectual Property Rights of Third Parties (including any written (or to EXACT's knowledge, oral) claim that

EXACT or any of its Affiliates must license or refrain from using any Intellectual Property Right). Except as disclosed on Schedule 6.8(d) , neither EXACT nor its Affiliates are obligated to indemnify any Person against a charge of infringement of Intellectual Property Rights with respect to use of the Transferred Technology.

(e) Except as disclosed on Schedule 6.8(e)(i) , all registered or issued Transferred Technology (as identified on Schedule 6.8(a)) is subsisting and enforceable (or, in the case of applications, is pending). Except as disclosed on Schedule 6.8(e)(ii) , EXACT has taken all steps necessary to maintain such registrations and diligently pursue the registration of such applications, including the payment when due of all maintenance fees, application and prosecution fees and annuities, the filing of all necessary renewals, statements and certifications and the timely response to all office actions, requests and other correspondence from Governmental Authorities in connection therewith. To EXACT's knowledge, EXACT and all individuals to whom the duty of candor and good faith applies with respect to the Transferred Technology have complied with such duty, including the duty to disclose to the United States Patent and Trademark Office all information believed to be material to the patentability of the Patent Rights included in the Transferred Technology. Except as disclosed on Schedule 6.8(e)(ii) , EXACT is not aware of any colorable grounds for invalidating any issued Patent Right within the Transferred Technology.

(f) Except as disclosed on Schedule 6.8(f) , there are no royalties or other payments payable by EXACT or its Affiliates for the use of any Transferred Technology, including pursuant to the Transferred In-License Agreement. For each royalty disclosed on Schedule 6.8(f) , such schedule sets forth the date on which such royalty will cease to be payable.

(g) Except as disclosed on Schedule 6.8(g) , all current and former employees, agents and consultants of EXACT or its Affiliates who have contributed to the development of the Transferred Technology in any way or who have had access to EXACT's confidential and proprietary information with respect to the Transferred Technology prior to the Closing have entered into binding written agreements with EXACT whereby (i) EXACT is entitled to all ownership rights in any Transferred Technology prior to the Closing that the employee, agent or consultant may have invented, discovered, originated, made or conceived while working for EXACT or its Affiliates, and all such ownership rights are duly assigned to EXACT, and (ii) the employee, agent or consultant agrees to hold and maintain in confidence all confidential and proprietary information of EXACT.

(h) Except as disclosed on Schedule 6.8(h) , to EXACT's knowledge, neither government funding nor government, academic or non-profit research facilities were used in the development of any Transferred Technology. To the extent that any of the Transferred Technology arose from work funded in whole or in part by U.S. federal funding, to EXACT's knowledge, all requirements necessary to (i) vest the entire right, title and interest in EXACT or in the licensor of such Transferred Technology and (ii)

assign (and, as applicable, license) such Transferred Technology to Genzyme pursuant to the terms of this Agreement, have been satisfied.

6.9 Government Authorizations and Registrations . EXACT has been duly granted all governmental authorizations and duly filed all governmental registrations under all legal requirements for the possession of the Purchased Assets and the use of those Purchased Assets as used by EXACT. Such authorizations and registrations are valid, in good standing and in full force and effect, and there are no proceedings pending or, to the knowledge of EXACT, threatened that seek the revocation, cancellation, suspension or adverse modification to such authorizations or registrations. EXACT is not in default or non-compliance under any such authorization or registration.

6.10 Legal Compliance . EXACT is not in breach or violation of, or default under:

(a) its articles of incorporation, by-laws and other organizational documents nor, to EXACT's knowledge, is there a basis which could constitute such a breach, violation or default; or

(b) any legal requirement that, if breached or violated, would be reasonably likely to have a Material Adverse Effect.

6.11 Contracts .

(a) Except as disclosed on Schedule 6.11(a) , EXACT is not bound by or a party to any contract, agreement or understanding relating to or affecting the Purchased Assets.

(b) To EXACT's knowledge, each Assigned Contract and each other contract, agreement or understanding required to be disclosed on Schedule 6.8(a)(iii) or Schedule 6.11(a) (each, a " Disclosed Contract ") is enforceable against each party to such contract, and is in full force and effect, and, subject to obtaining any necessary consents disclosed on Schedule 6.4(c) , will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Transactions. Complete and correct copies of the Disclosed Contracts (including all amendments, supplements and waivers thereto) have been delivered to Genzyme.

(c) EXACT has performed all of its obligations under each Disclosed Contract and neither EXACT nor, to EXACT's knowledge, any other party to any Disclosed Contract, is (with or without the lapse of time or the giving of notice, or both) in breach or violation of, or default under, or has repudiated any provision of, any Disclosed Contract. None of the other parties to the Disclosed Contracts has given any notice to or made a claim against EXACT or its Affiliates with respect to any breach or default under the Disclosed Contracts.

(d) No officer, director, employee or consultant of EXACT, or any Affiliate of EXACT, is a party to any Disclosed Contract.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

6.12 Litigation; Governmental Orders .

(a) Except as disclosed on Schedule 6.12(a) , there is no Action to which EXACT is a party (either as plaintiff or defendant), or to which the Purchased Assets are subject, pending, or to EXACT's knowledge, threatened, that (i) challenges the legality, validity or enforceability of the Transferred Technology or (ii) may affect EXACT's ownership of, or interest in, any of the Purchased Assets or the use or exercise by EXACT or Genzyme of any of the Purchased Assets. There is no Action to which EXACT is a party (either as plaintiff or defendant), or to which the Purchased Assets are subject, pending, or to EXACT's knowledge, threatened, that in any manner challenges or seeks the rescission of, or seeks to prevent, enjoin, alter or materially delay the consummation of, or otherwise relates to, this Agreement or any of the Transactions. There is no Action that EXACT presently intends to initiate.

(b) No outstanding order, writ, judgment, injunction, decree, stipulation, ruling, determination or award entered by or with any Governmental Authority or arbitrator is currently in effect or pending that is applicable to, or otherwise affects, EXACT or the Purchased Assets (including any order that restricts EXACT from transferring the Transferred Technology to Genzyme).

6.13 Insurance . EXACT is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary for the business in which it engaged. EXACT has no 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 at a cost that would not be reasonably likely to have a Material Adverse Effect.

6.14 No Brokers . EXACT has no liability of any kind to, or is subject to any claim of, any broker, finder or agent in connection with any of the Transactions other than those that will be borne by EXACT, all of which have been fully disclosed to Genzyme prior to the Effective Date. For the avoidance of doubt, any payments due to any investment bank retained by EXACT in connection with this Agreement or any of the Transactions will be the sole responsibility of EXACT.

6.15 Solvency .

(a) EXACT is not now insolvent and will not be rendered insolvent by the Sale. As used in this Section 6.15, "insolvent" means that the sum of the debts and other probable liabilities of EXACT exceeds the present fair saleable value of EXACT's assets, including the Purchased Assets.

(b) Immediately after giving effect to the consummation of the Sale: (i) EXACT will be able to pay its liabilities as they become due in the usual course of its business; (ii) EXACT will have assets (calculated at fair market value) that exceed its liabilities; (iii) EXACT will not have unreasonably small capital with which to conduct its present or proposed business; and (iv) taking into account all pending and threatened litigation,

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final judgments against EXACT in Actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, EXACT will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such Actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of EXACT. The cash available to EXACT, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such debts and judgments promptly in accordance with their terms.

6.16 Disclosure . The representations and warranties contained in this Agreement and in the documents, instruments, agreements and certificates and all diligence material and information, furnished by EXACT and EXACT's representatives to Genzyme, do not contain and will not contain any untrue statement of fact or omit to state any material fact necessary in order to make the statements and information contained therein not misleading.

Article 7 Representations and Warranties of Genzyme .

In order to induce EXACT to enter into and perform this Agreement and to consummate the Transactions, Genzyme hereby represents and warrants to EXACT as follows:

7.1 Organization . Genzyme is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

7.2 Power and Authorization . The execution, delivery and performance by Genzyme of this Agreement and each Ancillary Agreement and the consummation of each Transaction are within the power and authority of Genzyme and have been duly authorized by all necessary action on the part of Genzyme. This Agreement and each Ancillary Agreement (a) has been (or, in the case of Ancillary Agreements to be entered into at or prior to the Closing, will be) duly executed and delivered by Genzyme and (b) is (or, in the case of Ancillary Agreements to be entered into at or prior to the Closing, will be) a legal, valid and binding obligation of Genzyme, enforceable against Genzyme in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 Authorization of Governmental Authorities . Except for actions and filings contemplated to be made by EXACT (in which Genzyme may participate), no action by (including any authorization, consent or approval), or in respect of, or filing or declaration with, any Governmental Authority is required for, or in connection with, the valid and lawful (a) authorization, execution, delivery and performance by Genzyme of this Agreement and each Ancillary Agreement or (b) consummation of each Transaction by Genzyme.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

7.4 Noncontravention . Neither the execution, delivery and performance by Genzyme of this Agreement or any Ancillary Agreement nor the consummation of any Transaction will:

(a) assuming the taking of any action by (including any authorization, consent or approval) or in respect of, or any filing with, any Governmental Authority, in each case, as contemplated hereunder, violate any legal requirement applicable to Genzyme; or

(b) result in a breach or violation of, or default under, Genzyme's articles of incorporation, by-laws or other organizational documents.

7.5 No Brokers . Genzyme has no liability of any kind to, or is subject to any claim of, any broker, finder or agent in connection with any of the Transactions for which EXACT will be liable.

Article 8 Covenants and Agreements .

8.1 Expenses . Except to the extent otherwise expressly set forth in this Agreement, EXACT and Genzyme will bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of agents, representatives, counsel and accountants.

8.2 Payment of Liabilities . Until [********] after the Closing Date, EXACT will pay or otherwise satisfy in the ordinary course of business all of its liabilities and obligations (other than those which may be disputed in good faith and for which adequate reserves have been established).

8.3 Restrictions on EXACT Dissolution and Distributions . Until [********] after the Closing Date, EXACT will not dissolve, or make any distribution of the Closing Payment, until after the later to occur of:

(a) EXACT's payment, or adequate provision for the payment, in full of all taxes resulting from or payable in connection with the rights and obligations under the Transactions; and

(b) EXACT's payment, or adequate provision for the payment, in full of all of the current Retained Liabilities and other current liabilities of EXACT under this Agreement.

8.4 Further Assurances .

(a) EXACT and Genzyme will execute such deeds, bills of sale, assignments, certificates of title, agreements, documents and other instruments of transfer and conveyance and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the Transactions.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Without limiting the generality of Section 8.4(a), EXACT agrees to use commercially reasonable efforts to provide all further cooperation that Genzyme reasonably determines is necessary to accomplish the complete transfer of the Transferred Technology and Supporting Materials to Genzyme and to support Genzyme's efforts to establish, perfect, defend or enforce Genzyme's rights in or to the Transferred Technology, including (i) executing and delivering further assignments, consents and releases and other commercially reasonable documentation, (ii) providing good faith testimony by affidavit, declaration, deposition, in-person or other means and (iii) assisting Genzyme with filing and prosecution of patents and patent applications, interferences, oppositions, other regulatory proceedings and litigation. EXACT will use commercially reasonable efforts to obtain the cooperation of the individual inventors of any inventions disclosed in the Patent Rights included in the Transferred Technology, including (A) obtaining signatures of such inventors on any patent applications or other documentation reasonably necessary to obtain patent protection for such inventions and (B) procuring (at Genzyme's expense) such inventors' good faith testimony by affidavit, declaration, deposition in-person or other means in support of Genzyme's efforts in establishing, perfecting, defending or enforcing Patent Rights included in the Transferred Technology. To the extent EXACT cannot transfer and assign the Transferred Technology, or any portion thereof, as of the Closing Date, then EXACT will transfer and assign such Transferred Technology to Genzyme at its first opportunity to do so and pending such transfer and assignment such Transferred Technology will be deemed to be licensed to Genzyme to the same extent as EXACT Licensed Improvements are licensed to Genzyme pursuant to Section 3.2(a), provided , however that such license will be irrevocable. To the extent Genzyme believes further documentation of the transfer or assignment of the Patent Rights listed on Schedule 6.8(a)(i) and Schedule 6.8(a)(ii) is required and EXACT has not, within 15 business days of being requested to do so in a writing sent to the address for notices set forth in Section 16.1 (or such other address provided in accordance with Section 16.1), executed and returned to Genzyme the form of assignment reasonably requested by Genzyme, then EXACT hereby irrevocably appoints Genzyme as its attorney in fact with the right, authority and ability to execute and enter into such assignment on behalf of EXACT. EXACT stipulates and agrees that such appointment is a right coupled with an interest and will survive the unavailability of EXACT at any future time. To the extent Genzyme believes further documentation of the transfer or assignment of any Transferred Technology other than the Patent Rights listed on Schedule 6.8(a)(i) and Schedule 6.8(a)(ii) is required, Genzyme will send to the address for notices set forth in Section 16.1 (or such other address provided in accordance with Section 16.1), a request setting forth in reasonable detail the basis for Genzyme's belief and a description of such technology. EXACT will, within 10 business days of receipt of such request, either execute and return to Genzyme the form of assignment reasonably requested by Genzyme or respond to Genzyme in writing indicating that EXACT does not, in good faith, believe that such form of assignment is consistent with this Agreement.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(c) EXACT will use commercially reasonable efforts, both before and, to the extent applicable, after the Closing, to obtain the consents identified in Schedule 6.4(c) . Nothing in this Agreement will require Genzyme to sell, hold separate, license or otherwise dispose of or conduct its business in a specified manner, or agree to sell, hold separate, license or otherwise dispose of or conduct its business in a specified manner, or permit the sale, holding separate, licensing or other disposition of, any assets of Genzyme, whether as a condition to obtaining any approval from a Governmental Authority or any other Person or for any other reason. EXACT will further use commercially reasonable efforts to notify each Person subject to a confidentiality agreement that is included in the Purchased Assets that Genzyme has become the beneficiary of such agreement as of the Closing.

(d) Without limiting the generality of Section 8.4(a), EXACT will use commercially reasonable efforts to take all actions reasonably requested by Genzyme to transfer all the Know-How included in the Transferred Technology to Genzyme on or as promptly as possible following the Closing Date and, in any event, within 90 days of the Closing Date. Among other things, EXACT will deliver to Genzyme copies of Know-How embodied in documentation or other tangible medium, and, on a reasonable number of occasions during the 12 months following the Closing Date, technically qualified personnel employed or engaged by EXACT will meet or participate in telephone conference calls with representatives of Genzyme to transfer knowledge necessary to fully transfer to Genzyme all the Know-How included in the Transferred Technology that is not embodied in a tangible medium.

(e) Effective at the time of, and contingent upon the occurrence of, the Closing, EXACT hereby releases, discharges and covenants not to assert against Genzyme or Genzyme's Affiliates, current licensees or representatives, all claims, causes and rights of action, whether now existing or hereinafter arising and whether known or unknown, arising from any use or exploitation of the Retained Patent Rights (but not with respect to licensees) or the Transferred Technology in the Genzyme Field prior to the Closing Date; provided , however , that EXACT does not release or covenant not to assert any claim, cause or right of action arising under this Agreement, the APC/p53 License, the Transferred In-License Agreement or any other Ancillary Agreement. The foregoing release is subject to EXACT's obligations under [********].

Article 9 Conditions Precedent to the Obligations of Genzyme to Consummate the Sale .

The obligations of Genzyme to consummate the Transactions are subject to the fulfillment of the following conditions, any one or more of which may be waived by Genzyme:

9.1 Representations and Warranties . The representations and warranties made by EXACT in this Agreement will have been accurate as of the Effective Date and will be accurate as of the Closing Date as if made on and as of the Closing Date. EXACT will have delivered to Genzyme a certificate signed by an authorized officer of EXACT, dated as of the Closing Date, to the foregoing effect.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

9.2 Corporate Certificates . EXACT will have delivered a copy of (a) the certificate of incorporation of EXACT, as in effect on the Closing Date, certified by the Delaware Secretary of State and (b) a certificate, as of the most recent practicable date, of the Delaware Secretary of State as to EXACT's corporate good standing.

9.3 Secretary's Certificate . EXACT will have delivered a certificate of the Secretary of EXACT, dated as of the Closing Date, certifying as to (a) the incumbency of officers of EXACT executing documents executed and delivered in connection herewith, (b) a copy of the by-laws of EXACT, as in effect on the Closing Date, and (c) a copy of the resolutions of the Board of Directors of EXACT authorizing and approving the Transactions.

9.4 Concurrent Transactions . The transactions contemplated by the Common Stock Subscription Agreement, the APC/p53 License Amendment, and the JHU-EXACT License Amendment will have been consummated on or before the Closing Date.

9.5 Consents . EXACT will have obtained the waivers or consents, which will remain in full force and effect, required to be disclosed on Schedule 6.4(c) , such that the terms of any applicable agreements or arrangements are unchanged by this Agreement and the Sale.

9.6 Opinion of Counsel to EXACT . Genzyme will have received the favorable opinion, dated as of the Closing Date, of special Delaware counsel to EXACT that: (a) no vote of the stockholders of EXACT is required under Section 271 of the Delaware General Corporation Law to approve the Transactions, and (b) this Agreement has been duly authorized, executed and delivered by EXACT, and EXACT has the corporate power to execute and deliver this Agreement and perform its obligations under this Agreement.

Article 10 Condition Precedent to the Obligation of EXACT to Consummate the Sale .

The obligations of EXACT to consummate the Transactions are subject to the fulfillment of the following conditions, any one or more of which may be waived by EXACT:

10.1 Representations and Warranties . The representations and warranties made by Genzyme in this Agreement will have been accurate as of the Effective Date and will be accurate as of the Closing Date as if made on and as of the Closing Date. Genzyme will have delivered to EXACT a certificate signed by an authorized officer of Genzyme, dated as of the Closing Date, to the foregoing effect.

10.2 Secretary's Certificate . Genzyme will have delivered a certificate of the Secretary or Assistant Secretary of Genzyme, dated as of the Closing Date, certifying as to (a) the incumbency of officers of Genzyme executing documents executed and delivered in connection herewith, (b) a copy of the by-laws of Genzyme, as in effect on the Closing Date, and (c) a copy of the resolutions of the Board of Directors of Genzyme authorizing and approving the Transactions.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

10.3 Concurrent Transactions . The transactions contemplated by the Common Stock Subscription Agreement, the APC/p53 License Amendment, and the JHU-EXACT License Amendment will have been consummated on or before the Closing Date.

Article 11 Payment .

11.1 Royalty for Licenses under Transferred Technology and Retained Patent Rights Outside Genzyme Core Field .

(a) From the Closing Date until the date of expiration of the last to expire Patent Rights included within the Transferred Technology (the " Royalty Period "), Genzyme will pay to EXACT, on a calendar quarterly basis, [********] of any cash Genzyme receives by way of licensee fee or other upfront consideration, milestone payments or royalty payments, after deducting any payments by Genzyme to a Third Party with respect thereto, from a Third Party in consideration for granting such Third Party a license or sublicense under the Transferred Technology or Retained Patent Rights (including, for clarity, the Transferred In-Licensed Technology) in any field other than the EXACT Field or Genzyme Core Field (the " Royalty ").

(b) During the Royalty Period, Genzyme will use commercially reasonably efforts, consistent with its current business practices regarding out-licensing of Intellectual Property Rights, to seek to grant a license to one or more Third Parties with respect to the Transferred Technology outside of the Genzyme Core Field and EXACT Field. GENZYME MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL BE ABLE TO SUCCESSFULLY LICENSE ANY OF THE TRANSFERRED TECHNOLOGY OR RETAINED PATENT RIGHTS TO THIRD PARTIES OUTSIDE OF THE GENZYME CORE FIELD AND EXACT FIELD OR THAT ANY SUCH LICENSE TO A THIRD PARTY WILL RESULT IN ANY PARTICULAR AMOUNT OF INCOME.

(c) Other than the Consideration (which includes the obligation to pay the Royalty during the Royalty Period), Genzyme has no obligation to make any royalty or other payment to EXACT with respect to Genzyme's acquisition or licensing of any of the Transferred Technology or Retained Patent Rights. For the avoidance of doubt, no royalty payment is payable by Genzyme under this Section 11.1 with respect to (i) licensing or sublicensing of Transferred Technology or Retained Patent Rights by Genzyme in the Genzyme Core Field, or (ii) sublicensing of EXACT Licensed Improvements or Optioned Technology by Genzyme in the Genzyme Field.

(d) Within 60 days after the end of each calendar quarter (March 31st, June 30th, September 30th and December 31st) during the Royalty Period, Genzyme will deliver to EXACT a report setting forth for such quarter in reasonable detail the net income Genzyme received from Third Parties with respect to licenses or sublicenses to the Transferred Technology or Retained Patent Rights in any field other than the EXACT Field or Genzyme Core Field, and the resulting Royalty due to EXACT pursuant to

Section 11.1(a). Genzyme will remit to EXACT the total Royalty due for such calendar quarter at the time such report is made.

11.2 Payment for Optioned Technology In-Licensed From a Third Party .

(a) If any Optioned Technology is in-licensed by EXACT from a Third Party, during such time as the license from EXACT to Genzyme pursuant to Section 3.3(c) is in effect and such Third Party license to EXACT is in effect, Genzyme will [********] EXACT's granting to Genzyme a sublicense under such Optioned Technology in the Genzyme Core Field pursuant to Section 3.3 (c) (the " Genzyme Third Party Payment "); provided , however , that Genzyme will pay no more than [********]. For clarity, EXACT and not Genzyme will be solely responsible for [********].

(b) Other than the Genzyme Third Party Payment, Genzyme has no obligation to make any royalty or other payment to EXACT with respect to the license provided to Genzyme pursuant to Section 3.3(c).

(c) If a Genzyme Third Party Payment is payable by Genzyme pursuant to Section 11.2(a), then within [********] after Genzyme's delivery of the applicable Option Exercise Notice, the parties will agree in good faith in writing to commercially reasonable reporting obligations and payment schedules with respect to such Genzyme Third Party Payment and Genzyme will agree to comply with the terms of the particular in-license agreement applicable to Genzyme as a sublicensee thereunder (with the understanding that the parties will agree on the timing of the Genzyme Third Party Payment so that EXACT will receive the Genzyme Third Party Payment from Genzyme before EXACT is required to pay the applicable Third Party).

11.3 Payment Provisions Generally . All amounts payable and calculations under this Article 11 or Article 12 will be in United States dollars, payable by wire transfer to the bank account designated below or such other bank account designated in writing by the party to whom such payment is due. If a party fails to make any payment due under this Article 11 or Article 12 within 30 days after the relevant due date, interest will accrue at the annual rate of the sum of [********], the interest being compounded on the last day of each calendar quarter, provided , however , that in no event will the annual interest rate exceed the maximum legal interest rate for corporations.

(a) Wire Instructions for Genzyme Corporation:

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Wire Instructions for EXACT Sciences Corporation:

[********]

11.4 Maintenance of Records; Audit . Each party will keep books and accounts of record in connection with payments due pursuant to this Article 11 or Article 12 in sufficient detail to permit accurate determination of all figures necessary for verification of such payments. Each party will maintain such records for a period of at least 3 years after the end of the calendar year in which they were generated. No more frequently than 2 times during any calendar year, each party will have the right, upon 10 days' advance notice, to conduct or have its agent conduct an audit of such records of the other party, during the other party's normal business hours and in a manner as not to unreasonably interfere with the other party's normal business activities. If such audit is conducted by a party's agent, such agent will execute and deliver to the party subject to the audit a confidentiality agreement reasonably acceptable to such party. During any such audit, the audited party will (a) supply the auditing party or its agent with all the relevant records in the audited party's possession or under its control that the auditing party or its agent may reasonably request and (b) instruct its employees to cooperate with the review and answer fully all relevant inquiries from the auditing party or its agent. The auditing party will bear the fees and expenses of such audit, provided that if the audit reveals underpayment by the audited party by at least 5%, such costs will be borne by the audited party. Any payment discrepancy identified as a result of an audit under this Section 11.4 will promptly be corrected by a payment or refund, as appropriate.

Article 12 Intellectual Property Matters .

12.1 Ownership .

(a) Subject to the rights granted to EXACT pursuant to this Agreement, as between Genzyme and EXACT, Genzyme will retain ownership of all rights, title and interests in and to all Transferred Technology and Genzyme Licensed Improvements.

(b) Subject to the rights granted to Genzyme pursuant to this Agreement, as between EXACT and Genzyme, EXACT will retain ownership of all rights, title and interests in and to all EXACT Licensed Improvements, Additional EXACT Technology (including Optioned Technology) and Retained Patent Rights.

(c) Inventorship and authorship for all Know-How, Patent Rights and Copyrights that are discovered, conceived, created, made or invented will be determined in accordance

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with the applicable United States rules, guidelines and laws of inventorship and authorship. With respect to Know-How and Copyrights discovered, conceived, created, made or invented (as applicable) jointly by the parties [*********], each party hereby assigns to the other party a joint interest in such joint Know-How and Copyrights.

(d) All Joint Collaboration Technology will be jointly owned by Genzyme and EXACT. Subject to the terms and conditions of this Agreement (including the licenses granted herein), each party will have the right to practice and license the Joint Collaboration Technology in its respective field (i.e., the EXACT Field or Genzyme Field, as applicable) without the consent of the other party (where consent is required by law, such consent is deemed hereby granted) and without a duty of accounting to the other party, and each party will confirm the foregoing in writing at the other party's reasonable request.

12.2 Filing, Prosecution and Maintenance of Patent Rights .

(a) Primary Patent Rights . The rights and obligations under this Section 12.2(a) will be subject to the rights of JHU under the Transferred In-License Agreement, for Patent Rights included within the Transferred In-Licensed Technology. From and after Closing, Genzyme, through counsel of its choosing and [*********], will be responsible for and have control over obtaining, prosecuting (including any interferences, reissue proceedings, re-examinations and oppositions), and maintaining the Primary Patent Rights, and EXACT will cooperate with Genzyme in regard thereto. Genzyme will keep EXACT informed regarding the prosecution and maintenance of the Primary Patent Rights as applicable to the EXACT Field and give EXACT a reasonable opportunity to provide timely comments for Genzyme's consideration on draft filings and correspondence relating to such prosecution or maintenance; provided that Genzyme will make all final prosecution strategy decisions in its sole discretion after taking into account in good faith EXACT's comments thereon with respect to the EXACT Field. If Genzyme decides to discontinue the preparation, filing, prosecution or maintenance of any Primary Patent Right with applicability in the EXACT Field, Genzyme will notify EXACT at least 60 days prior to any deadline that, if missed, would materially prejudice the applicable Primary Patent Right. Upon receipt of such notice, EXACT will have the right to prepare, file, prosecute and maintain such Primary Patent Right [*********], and Genzyme will cooperate with EXACT with respect thereto. In such event Genzyme will assign such Primary Patent Right to EXACT; provided that Genzyme may regain its rights under such Primary Patent Right in the Genzyme Field if Genzyme provides notice to EXACT of its desire to regain such rights, EXACT has not granted conflicting rights to any Third Party and Genzyme reimburses EXACT for [*********] of EXACT's out-of-pocket costs and expenses in connection with the preparation, filing, prosecution and maintenance of such Primary Patent Right (including reasonable attorneys' fees).

(b) Joint Patent Rights and Secondary Patent Rights . Genzyme will have primary responsibility for the preparation, filing, prosecution and maintenance of the Joint

Patent Rights (in both Genzyme's and EXACT's name) and Secondary Patent Rights (in Genzyme's name), using patent counsel mutually agreed by the parties. EXACT will use commercially reasonable efforts to assist Genzyme in the preparation, filing, prosecution, and maintenance of such Joint Patent Rights and Secondary Patent Rights. Genzyme will consult with and keep EXACT informed of important issues relating to the preparation, filing, prosecution and maintenance of the Joint Patent Rights and Secondary Patent Rights and will furnish EXACT with copies of documents relevant to such preparation, filing, prosecution or maintenance in sufficient time prior to filing such document or making any payment due thereunder to allow for review and comment by EXACT and, to the extent possible in the reasonable exercise of its discretion after taking into account in good faith EXACT's comments with respect to the EXACT Field, Genzyme will incorporate all such comments. EXACT will reimburse Genzyme for [********] of Genzyme's costs and expenses in connection with the preparation, filing, prosecution and maintenance of Joint Patent Rights (including reasonable attorneys' fees). [********] will be [********] responsible for the costs and expenses in connection with the preparation, filing, prosecution and maintenance of Secondary Patent Rights. Neither party will make any statements or omissions or take any other action during prosecution or enforcement of any Joint Patent Right or Secondary Patent Right that admits or concedes that any of the Joint Patent Rights or Secondary Patent Rights is invalid or unenforceable, that adversely affects or limits the scope of any claims in any such Joint Patent Right or Secondary Patent Right, or that adversely affects the other party's rights in Joint Patent Rights or Secondary Patent Rights under this Agreement in any way, without the prior written consent of the other party. If Genzyme decides to discontinue the preparation, filing, prosecution or maintenance of any Joint Patent Right or Secondary Patent Right, Genzyme will notify EXACT at least 60 days prior to any deadline that, if missed, would materially prejudice the applicable Joint Patent Right or Secondary Patent Right. Upon receipt of such notice, EXACT will have the right to assume primary responsibility for preparing, filing, prosecuting and maintaining such Joint Patent Right or Secondary Patent Right, as applicable, [********], and Genzyme will cooperate with EXACT with respect thereto. In such event Genzyme will assign such Joint Patent Right or Secondary Patent Right to EXACT; provided that Genzyme may regain its rights under such Joint Patent Right and such Secondary Patent Right in the Genzyme Field if Genzyme provides notice to EXACT of its desire to regain such rights, EXACT has not granted conflicting rights to any Third Party and Genzyme reimburses EXACT for, as applicable, (i) [********] of EXACT's out-of-pocket costs and expenses in connection with the preparation, filing, prosecution and maintenance of such Joint Patent Right (including reasonable attorneys' fees) or (ii) [********] of EXACT's out-of-pocket costs and expenses in connection with the preparation, filing, prosecution and maintenance of such Secondary Patent Right (including reasonable attorneys' fees). If (A) EXACT, upon 30 days' prior written notice to Genzyme, elects not to pay its [********] share for any Joint Patent Right or (B) EXACT otherwise fails to pay its [********] share for any Joint Patent Right and Genzyme delivers 30 days' prior written notice to EXACT, EXACT will assign such Joint Patent Right to Genzyme; provided that EXACT will remain responsible for its [********] share of

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costs and expenses incurred by Genzyme prior to the expiration of the 30 day notice period as provided in part (A) or (B) above, as applicable; and provided further that EXACT may regain its rights under such Joint Patent Right in the EXACT Field if EXACT provides notice to Genzyme of its desire to regain such rights, Genzyme has not granted conflicting rights to any Third Party and EXACT reimburses Genzyme for [********] of Genzyme's out-of-pocket costs and expenses in connection with the preparation, filing, prosecution and maintenance of such Joint Patent Right (including reasonable attorneys' fees).

(c) Other Technology . Each party, through counsel of its choosing and [********], will be responsible for and have control over obtaining, prosecuting (including any interferences, reissue proceedings, re-examinations and oppositions) and maintaining its respective Patent Rights that are included within the Genzyme Licensed Improvements (in the case of Genzyme) or the EXACT Licensed Improvements, Retained Patent Rights and Optioned Technology (in the case of EXACT), and the other party will cooperate with the responsible party in regard thereto. Each party will keep the other party informed regarding the prosecution and maintenance of such Patent Rights as applicable to the other party's exclusive field under this Agreement and give the other party a reasonable opportunity to provide timely comments for such party's consideration on draft filings and correspondence relating to such prosecution or maintenance; provided that the responsible party will make all prosecution strategy decisions in its sole discretion after taking into account in good faith the comments of the other party with respect to such other party's exclusive field under this Agreement.

(d) Certain Additional Patent Rights . With respect to any Patent Right exclusively licensed to EXACT in the EXACT Field or to Genzyme in the Genzyme Field or Genzyme Core Field (as applicable) hereunder, with a specification that could support a claim with applicability in such field, the following will apply: to the extent practicable, upon a licensee party's request (the " Requesting Party "), the party controlling the prosecution of such Patent Right pursuant to Section 12.2(a), 12.2(b) or 12.2(c) will file a continuation of such patent application with applicability solely in the exclusive license field of the Requesting Party [********], at which point the provisions of Section 12.2(c) will apply as if such continuation were, in the case of Genzyme as the Requesting Party, a Genzyme Licensed Improvement (e.g., Genzyme will have the right to control the prosecution and maintenance of such continuation and EXACT will cooperate with regard thereto) or, in the case of EXACT as the Requesting Party, an EXACT Licensed Improvement (e.g., EXACT will have the right to control the prosecution and maintenance of such continuation and Genzyme will cooperate with regard thereto), as applicable; provided that the Requesting Party in prosecuting such continuation will do so in the other party's name.

(e) Cooperation . Each party hereby agrees: (i) to make its employees, agents and consultants reasonably available to the other party (or to the other party's authorized attorneys, agents or representatives) to the extent reasonably necessary to enable such party to undertake prosecution of Patent Rights as contemplated by this Agreement; (ii)

to cooperate, if necessary and appropriate, with the other party in gaining patent term extensions wherever applicable to Patent Rights that are subject to this Agreement; and (iii) to use its commercially reasonable and diligent efforts to minimize or avoid interference with the prosecution and maintenance of the other party's Patent Rights that are subject to this Agreement. As part of the prosecution of any Primary Patent Right or Secondary Patent Right, if a priority claim is made after the Effective Date that would make such Patent Right a member of the other group (i.e., a Primary Patent Right would also be a Secondary Patent Right, or vice-versa), the treatment of such Patent Right as a Primary Patent Right or Secondary Patent Right hereunder will not change from its original designation.

(f) Expense Reports . From time to time, [********] will deliver to [********] a report setting forth in reasonable detail and providing reasonable documentation of the costs and expenses in connection with the preparation, filing, prosecution and maintenance of [********] and the reimbursement amount due from [********] pursuant to this Section 12.2. [********] will remit to [********] the total reimbursement amount that is not the subject of a good faith dispute within 45 days after receipt of an invoice from [********].

12.3 Enforcement .

(a) Notification . EXACT will promptly report in writing to Genzyme any known or suspected Third Party infringement, unauthorized use or misappropriation of any Technology in any field and will provide Genzyme with any available evidence in its possession supporting such infringement, unauthorized use or misappropriation. During the [*********] (as defined in the [********]), Genzyme will promptly report in writing to EXACT any known or suspected Third Party infringement, unauthorized use or misappropriation of any Technology in the EXACT Field (or, with respect to the Optioned Technology or Retained Patent Rights, in any field other than the Genzyme Core Field) and will provide EXACT with any available evidence in its possession supporting such infringement, unauthorized use or misappropriation. From and after the termination of the [********], Genzyme will promptly report in writing to EXACT any known or suspected Third Party infringement, unauthorized use or misappropriation of any Technology in any field and will provide EXACT with any available evidence in its possession supporting such infringement, unauthorized use or misappropriation. EXACT will notify Genzyme prior to delivering to [********] any notice of alleged infringement or misappropriation of any [********].

(b) Enforcement of Technology .

(i) Genzyme will have the [********], to take any reasonable measures Genzyme deems appropriate to stop activities infringing the Primary Intellectual Property Rights or Genzyme Licensed Improvements or the use without proper authorization of any Primary Intellectual Property Rights or Genzyme Licensed Improvements. Except as provided in Section 12.3(b)(ii) (with respect to enforcement in the

EXACT Field), EXACT will have no right to take any measures to stop any infringement or unauthorized use of the Primary Intellectual Property Rights or Genzyme Licensed Improvements (including initiating any Actions or delivering any form of notification or warning to Third Parties).

(ii) Promptly after either party's becoming aware of alleged infringement or misappropriation of the Primary Intellectual Property Rights or Genzyme Licensed Improvements in the EXACT Field, the parties will meet in good faith to discuss enforcement strategies. After such consultation with EXACT, Genzyme will determine, in its commercially reasonable discretion, how to proceed with respect to such alleged infringement or misappropriation at such time; provided that (I) Genzyme is under no obligation to terminate such infringement or misappropriation and (II) Genzyme's actions will be subject to the rights of JHU under the Transferred In-License Agreement. If Genzyme does not commence actions reasonably designed to abate the infringement or misappropriation within [********] of either party notifying the other of such infringement or misappropriation, then, subject to the rights of JHU under the Transferred In-License Agreement, EXACT may assume sole responsibility, [********], to take any reasonable measures EXACT deems appropriate to stop the alleged infringement or misappropriation in the EXACT Field, provided , however , that EXACT will coordinate and consult with Genzyme regarding such measures and, if requested by Genzyme, will not take any measures that will materially adversely affect Genzyme's rights in the Primary Intellectual Property Rights or Genzyme Licensed Improvements in each case in the Genzyme Field if such measures are not reasonably required to protect EXACT's business in the EXACT Field, with the understanding that assertions of invalidity or unenforceability will not be sufficient reasons to prevent EXACT from enforcing. Notwithstanding the foregoing in Sections 12.3(b)(i) and 12.3(b)(ii), if EXACT is required to enforce any [********]. In such event, EXACT will keep Genzyme fully informed at all times with respect to all aspects of the enforcement of the [********] and will take all actions in connection with such enforcement [********], consistent with EXACT's obligations under [********]. If EXACT does not so enforce, [********] may have the right to enforce certain [********] during the [********] to the extent permitted by [********]. In any event, [********] will not [********] with respect to [********].

(iii) As between the parties, each party will have the sole and exclusive right (but not the obligation) to assume sole responsibility, [********], to take any reasonable measures such party deems appropriate to stop activities infringing any Secondary Patent Rights and other Transferred Technology not including the Primary Intellectual Property Rights, EXACT Licensed Improvements, Optioned Technology, Joint Collaboration Technology or Retained Patent Rights or the use without proper authorization of any Secondary Patent Rights and other

Transferred Technology not including the Primary Intellectual Property Rights, EXACT Licensed Improvements, Optioned Technology, Joint Collaboration Technology or Retained Patent Rights, in each case in such party's exclusive field applicable to the Intellectual Property Rights at issue (e.g., for Genzyme and Secondary Patent Rights and other Transferred Technology not including the Primary Intellectual Property Rights, in the Genzyme Field, and for EXACT and Secondary Patent Rights and other Transferred Technology not including the Primary Intellectual Property Rights, in the EXACT Field; or for Genzyme and Optioned Technology, in the Genzyme Core Field, and for EXACT and Optioned Technology, in all other fields; or for Genzyme and EXACT Licensed Improvements, in the Genzyme Field, and for EXACT and EXACT Licensed Improvements, in the EXACT Field; or for Genzyme and Retained Patent Rights, in the Genzyme Core Field, and for EXACT and Retained Patent Rights in all other fields). Neither party will have any right to take any measures to stop any infringement or unauthorized use of any Secondary Patent Rights and other Transferred Technology not including the Primary Intellectual Property Rights, EXACT Licensed Improvements, Optioned Technology, Joint Collaboration Technology or Retained Patent Rights outside its exclusive field (by ownership or license) (including initiating any Actions or delivering any form of notification or warning to Third Parties) without the prior written consent of the other party.

(iv) If either party desires to initiate any Action as contemplated by Section 12.3(b)(iii), the parties will meet in good faith to discuss enforcement strategies. After such consultation, the enforcing party will determine, in its commercially reasonable discretion, how to proceed with respect to such alleged infringement or misappropriation at such time; provided that (A) such enforcing party is under no obligation to terminate such infringement or misappropriation, and (B) such enforcing party will keep the other party reasonably informed and will coordinate and consult with the other party regarding such measures.

(c) Cooperation . In the event either party brings an enforcement Action pursuant to Section 12.3(b), the other party will cooperate reasonably at [*********], including being joined as a party-plaintiff, providing good faith testimony and executing all documents necessary for a party to initiate an Action and to prosecute and maintain such Action. The non-litigating party will have the right, [*********], to retain its own counsel to monitor such litigation.

(d) Recoveries . If a party obtains from a Third Party infringer, in connection with an Action brought pursuant to Section 12.3 (b), any damages, license fees, royalties or other compensation (including any amount received in settlement of such Action), then any amounts recovered will first be applied to the reimbursement of both parties' reasonable out-of-pocket costs, expenses and legal fees, including amounts one party has reimbursed to the other. The remaining balance will be allocated [*********].

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

12.4 Claimed Infringement of Third Party Intellectual Property Rights .

(a) Notice . In the event that a Third Party at any time provides written notice of a claim to, or brings an Action against, either party or any of such party's respective Affiliates or licensees, claiming infringement of its Patent Rights or unauthorized use or misappropriation of its Know-How, based upon use of Technology (" Infringement Claim "), such party will promptly notify the other party of the Infringement Claim or the commencement of such Action, enclosing a copy of the Infringement Claim and all papers served. Each party agrees to make reasonably available to the other party its advice and counsel regarding the technical merits of any such claim and to offer reasonable assistance to the other party.

(b) Defense of Infringement Claims .

(i) As between Genzyme and EXACT, Genzyme will have the sole and exclusive right, but not the obligation, to control the defense of any Infringement Claim brought against Genzyme or any of its Affiliates or licensees arising out of (A) the use of Optioned Technology in the Genzyme Core Field or (B) the use of all Technology other than the Optioned Technology in the Genzyme Field. As between Genzyme and EXACT, EXACT will have the sole and exclusive right, but not the obligation, to control the defense of any Infringement Claim brought against EXACT or any of its licensees arising out of the use of Technology in the EXACT Field or the use of Optioned Technology in any field other than the Genzyme Core Field. Neither party will settle any such Action in a manner that (I) admits the invalidity or unenforceability of any Technology or that any use of the Technology in the other party's field of exclusivity infringes or misappropriates a Third Party's Intellectual Property Rights or (II) agrees to any injunction or other equitable remedy binding the other party without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. In addition, if applicable, prior to the initiation of an Infringement Claim, either party has the right, but not the obligation, to bring a declaratory judgment action relating to any Patent Right that a Third Party has alleged is infringed by use of the Technology in such party's exclusive field; provided , however , no party will bring such declaratory judgment action without first consulting with the other party.

(ii) The party controlling the defense of an Infringement Claim or bringing such declaratory judgment action will have the sole and exclusive right to select counsel for any Infringement Claim. The party controlling the defense of an Infringement Claim or bringing such declaratory judgment action will keep the other party informed, and will from time to time consult with the other party regarding the status of any such Action and will upon request provide the other party with copies of all documents filed in, and all written communications relating to, any suit brought in connection with such Action. The other party will also have the right to participate and be represented in any such Action, [********].

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(c) Other Infringement Resolutions; Declaratory Judgment Actions . In the event of a dispute or potential dispute that has not ripened into a demand or Action of the types described in Section 12.3 and Section 12.4 (e.g., actions seeking declaratory judgments and revocation proceedings), the same principles governing control of the resolution of the dispute, consent to settlements of the dispute and implementation of the settlement of the dispute will apply. Each party will immediately notify the other party of any declaratory judgment action filed by a Third Party claiming that a Patent Right included within the Technology is invalid or that infringement of such Patent Right will not arise from the development, manufacture, use or sale of any product by a Third Party. The provisions of Section 12.3 will thereafter apply as if such Third Party were an infringer or suspected infringer.

12.5 Prosecution and Enforcement of Other Intellectual Property Rights . Other than as provided in this Article 12, each party will be solely responsible for prosecuting, maintaining and enforcing its Patent Rights and other Intellectual Property Rights, at its sole discretion [*********].

12.6 Cross License Agreement . Notwithstanding anything to the contrary in the Cross License Agreement, the parties agree that after the Closing Date, (a) Sections 5.4 and 5.7 of the Cross License Agreement will not apply to any EXACT Patent Rights (as defined in the Cross License Agreement) that are included in the Technology, and this Article 12 will govern the rights and obligations of EXACT and Genzyme with respect to the prosecution and enforcement of such EXACT Patent Rights and (b) to the extent that EXACT is obligated to license EXACT Patent Rights included in the Transferred Technology to Genzyme under the Cross License Agreement outside of the EXACT Field, such field scope is no longer licensed by EXACT to Genzyme thereunder but rather retained by Genzyme as the owner of such EXACT Patent Rights.

12.7 Termination of Rights and Obligations Under Article 12 . If either party terminates a license granted under this Agreement pursuant to Section 3.7, then the terminating party will cease to have any obligations under this Article 12, and the other party will cease to have any rights under this Article 12, with respect to the Intellectual Property Rights that were the subject of such terminated license.

Article 13 Confidentiality .

13.1 Confidentiality . Except to the extent expressly authorized by this Agreement or otherwise agreed by Genzyme and EXACT in writing, each party (the " Receiving Party ") receiving any Confidential Information of the other party (the " Disclosing Party ") will keep such Confidential Information confidential and will not publish or otherwise disclose or use such Confidential Information for any purpose other than as provided for in this Agreement (including pursuant to licenses granted under Article 3). The information included within the Purchased Assets and Transferred Technology will be considered after the Closing Date the Confidential Information of Genzyme for the purposes of this Agreement and Genzyme will be considered the Disclosing Party with respect thereto. Notwithstanding the

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foregoing, the Receiving Party will not have any obligation under this Section 13.1 with respect to Confidential Information that the Receiving Party can establish:

(a) was already known by the Receiving Party (other than under an obligation of confidentiality) at the time of disclosure by the Disclosing Party, and such Receiving Party has contemporaneous documentary evidence to that effect (provided that this exception will not relieve EXACT of its confidentiality obligations with respect to the Purchased Assets and Transferred Technology);

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

(c) became available to the public or otherwise part of the public domain after its disclosure or development, as the case may be, and other than through any act or omission of the Receiving Party in breach of a confidentiality obligation to the Disclosing Party;

(d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others; or

(e) was independently discovered or developed by or on behalf of the Receiving Party without the use of the Confidential Information belonging to the other party, and the Receiving Party has contemporaneous documentary evidence to that effect.

13.2 Permitted Disclosure . The Receiving Party may disclose the Disclosing Party's Confidential Information only to (a) those of its and its Affiliates' directors, officers, employees, agents, consultants and advisors (collectively, " Representatives ") who have a need to know such Confidential Information for purposes of performing the Receiving Party's obligations or exercising the Receiving Party's rights under this Agreement (a " Need-to-Know ") and (b) those of its potential and actual licensees, sublicensees, acquirers, lenders and investors who have a Need-to-Know or other legitimate business purpose, provided , however , that each Person to whom the Disclosing Party's Confidential Information is disclosed is under restrictions at least as stringent with respect to the use and disclosure of such Confidential Information as set forth in this Agreement (or, if such confidentiality obligations were in place prior to the Effective Date, on the terms of such obligations). Each party will be liable for the breach of this Agreement by any of its Representatives or its licensees or sublicensees.

13.3 Required Disclosure . Notwithstanding any provision of this Article 13 to the contrary, in the event that disclosure of the Disclosing Party's Confidential Information is reasonably necessary to prosecute or defend any Action or to make filings or submissions to, or correspond with, any Governmental Authority or to comply with applicable law (including the rules of and regulation of the Securities and Exchange Commission), the Receiving Party may make such disclosure. In such event however, (a) the Receiving Party will (i) give reasonable advance notice of such disclosure to the Disclosing Party,

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(ii) provide reasonable assistance to the Disclosing Party in seeking a protective order or other similar order preventing or limiting the proposed disclosure, (iii) take all reasonable measures to ensure confidential treatment of such Confidential Information and (iv) consult with the Disclosing Party with regard to the disclosure (including consultation with regard to the creation of a redacted version of such Confidential Information) and (b) the Receiving Party will disclose such Confidential Information only to the extent required by the protective order or other similar order, if such an order is obtained, and, if no such order is obtained, the Receiving Party will disclose only the minimum amount of such Confidential Information required to be disclosed in order to comply with applicable law. Any Confidential Information so disclosed will continue to be Confidential Information for all purposes under this Agreement.

13.4 Public Statements . The existence and terms of this Agreement will be considered the Confidential Information of both parties. Neither party will make public statements regarding the existence, terms, or content of this Agreement without the prior written consent of the other party, other than as required by law or the applicable rules of a stock exchange. After the Effective Date, the parties may release a mutual announcement regarding the signing of this Agreement in a form approved by both parties in advance in writing, such approval not to be unreasonably withheld or delayed.

13.5 Mutual Non-Disclosure Agreement . All information disclosed pursuant to the Mutual Non-Disclosure Agreement between the parties dated as of April 9, 2008 will remain Confidential Information under this Agreement; provided that each party may use such information to the extent permitted by this Agreement.

Article 14 Indemnification .

14.1 Indemnification by EXACT .

(a) Indemnification . Subject to the limitations set forth in this Article 14, EXACT will indemnify, hold harmless and defend Genzyme and its Affiliates, and the Representatives and Affiliates of each of the foregoing Persons (each, a " Genzyme Indemnitee ") from and against any and all Actions, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees, disbursements and charges) (collectively, " Losses ") arising out of or resulting from:

(i) any breach of, or inaccuracy in, any representation or warranty made by EXACT in this Agreement or in any Ancillary Agreement referred to in clauses (i), (ii) or (iii) of Section 5.2(a);

(ii) any breach or violation of any covenant or agreement of EXACT (including under this Article 14) in or pursuant to this or any Ancillary Agreement;

(iii) any Third-Party claim relating to a breach by EXACT of the Transferred In-License Agreement;

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(iv) any Retained Liability; or

(v) any fraud or intentional misrepresentation of EXACT.

(b) Monetary Limitations . EXACT will have no obligation to indemnify the Genzyme Indemnitees in respect of Losses arising pursuant to Section 14.1(a)(i) unless the aggregate amount of all such Losses incurred or suffered by the Genzyme Indemnitees exceeds $100,000 (at which point EXACT will indemnify the Genzyme Indemnitees for all such Losses) (the " Indemnity Basket "). EXACT's aggregate liability in respect of claims for indemnification pursuant to this Article 14 in respect of Losses arising pursuant to Section 14.1(a)(i) will not exceed $1,850,000 (the " Holdback Indemnity Cap "); provided , however , that claims for indemnification pursuant to Section 14.1(a)(i) in respect of breaches of, or inaccuracies in, any representation or warranty set forth in the following Sections of this Agreement will not exceed the Closing Payment (the " Maximum Indemnity Cap "): 6.7(a) or 6.8 (b), each with respect to Patent Rights within the Purchased Assets (and no other Purchased Assets); provided , further , however , that claims for indemnification pursuant to Section 14.1(a)(i) in respect of breaches of, or inaccuracies in, any representation or warranty set forth in Section 6.14 are not subject to either the Holdback Indemnity Cap or the Maximum Indemnity Cap. In addition, EXACT's aggregate liability in respect of claims for indemnification pursuant to Section 14.1(a)(ii) with respect to breaches or violations of any covenant or agreement set forth in Section 8.2 or 8.3 will not exceed the Maximum Indemnity Cap. Claims for indemnification pursuant to any other provision of Section 14.1(a) are not subject to the monetary limitations set forth in this Section 14.1(b).

14.2 Indemnification by Genzyme .

(a) Indemnification . Subject to the limitations set forth in this Article 14, Genzyme will indemnify, hold harmless and defend EXACT and its Affiliates, and the Representatives and Affiliates of each of the foregoing Persons (each, an " EXACT Indemnitee ") from and against any and all Losses arising out of or resulting from:

(i) any breach of, or inaccuracy in, any representation or warranty made by Genzyme in this Agreement or in any Ancillary Agreement referred to in clauses (i), (ii) or (iii) of Section 5.2(a);

(ii) any Third-Party claim relating to a breach by Genzyme of the Transferred In-License Agreement after the Closing Date;

(iii) any breach or violation of any covenant or agreement of Genzyme (including under this Article 14) in or pursuant to this or any Ancillary Agreement;

(iv) any Assumed Liability; or

(v) any fraud or intentional misrepresentation of Genzyme.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Monetary Limitations . Genzyme will have no obligation to indemnify the EXACT Indemnitees in respect of Losses arising pursuant to Section 14.2(a)(i) unless the aggregate amount of all such Losses incurred or suffered by the EXACT Indemnitees exceeds the Indemnity Basket. Genzyme's aggregate liability in respect of claims for indemnification pursuant to this Article 14 in respect of Losses arising pursuant to Section 14.2(a)(i) will not exceed the Holdback Indemnity Cap; provided , however , that claims for indemnification pursuant to Section 14.2(a)(i) in respect of breaches of, or inaccuracies in, any representation or warranty set forth in Section 7.5 are not subject to the Holdback Indemnity Cap. Claims for indemnification pursuant to any other provision of Section 14.2(a) are not subject to the monetary limitations set forth in this Section 14.2(b).

14.3 Time for Claims . All representations and warranties set forth in this Agreement will survive the Closing for the time period set forth below; provided , however , that no claim may be made or suit instituted seeking indemnification pursuant to Section 14.1(a)(i) or 14.2(a)(i) of this Agreement for any breach of, or inaccuracy in, any representation or warranty unless the claiming party provides notice as specified in Section 16.1 within the following time periods:

(a) at any time prior to the conclusion of the applicable statute of limitations, in the case of any breach of, or inaccuracy in, the representations and warranties set forth in the following Sections: 6.2(a), 6.7(a), 6.8(b), 6.14, 6.15(a), 7.2 or 7.5;

(b) at any time prior to the conclusion of the day that is 18 months after the Closing Date, in the case of any breach of, or inaccuracy in, any other representation and warranty in this Agreement; and

(c) at any time, in the case of any claim or suit based upon fraud or intentional misrepresentation.

Claims for indemnification not specified with a time limitation in this Section 14.3 are not subject to the limitations set forth in this Section 14.3 and will be governed by the applicable statute of limitations. For avoidance of doubt, claims will be deemed to have been made within the survival period if a reasonably complete description of the claim based upon the facts available at the time is presented by the party seeking indemnification to the Indemnifying Party within the specified time period in this Agreement.

14.4 Procedure for Third Party Claims .

(a) Notice of Claim . If any Third Party notifies an Indemnitee with respect to any matter (a " Third Party Claim ") which is expected to give rise to a claim for indemnification against an Indemnifying Party under this Article 14, then the Indemnitee will promptly give written notice to the Indemnifying Party; provided , however , that no delay on the part of the Indemnitee in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 14, except to the extent such delay actually prejudices the Indemnifying Party.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Assumption of Defense, etc. The Indemnifying Party will be entitled to participate in the defense of any Third Party Claim that is the subject of a notice given by the Indemnitee pursuant to Section 14.4(a). In addition, the Indemnifying Party will have the right to assume the defense of the Indemnitee against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnitee so long as: (i) the Indemnifying Party gives written notice to the Indemnitee within 15 days after the Indemnitee has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnitee from and against the entirety of any and all Losses the Indemnitee may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (ii) the Indemnifying Party provides the Indemnitee with evidence reasonably acceptable to the Indemnitee that the Indemnifying Party will have adequate financial resources to defend against the Third Party Claim and (subject to the limitations of Sections 14.1(b) and 14.2(b)) fulfill its indemnification obligations hereunder, (iii) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnitee, (iv) the Indemnitee has not been advised by counsel that an actual or potential conflict exists between the Indemnitee and the Indemnifying Party in connection with the defense of the Third Party Claim, (v) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action and (vi) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently. The Indemnitee may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim; provided , however , that the Indemnifying Party will pay the reasonable fees and expenses of separate co-counsel retained by the Indemnitee that are incurred prior to Indemnifying Party's assumption of control of the defense of the Third Party Claim, except as provided in Section 14.4(d). In connection with any Third Party Claim, the Indemnitee will make available to the Indemnifying Party and counsel selected by the Indemnifying Party personnel, witnesses, books, and records relevant to such Third Party Claim.

(c) Limitations on Indemnifying Party . The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to the Third Party Claim without the prior written consent of the Indemnitee (which consent will not be unreasonably withheld or delayed) unless such judgment, compromise or settlement (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant (ii) results in the full and general release of the Genzyme Indemnitee or EXACT Indemnitee, as applicable, from all liabilities arising or relating to, or in connection with, the Third Party Claim, (iii) involves no finding or admission of any violation in connection with any criminal or regulatory enforcement Action, or the rights of any Person, and no effect on any other claims that may be made against the Indemnitee and (iv) involves no issue with respect to taxes.

(d) Indemnitee's Control . If the Indemnifying Party does not deliver the notice contemplated by clause (i) of Section 14.4(b) within 15 days after the Indemnitee has given notice of the Third Party Claim, or otherwise at any time fails to conduct the defense of the Third Party Claim actively and diligently, the Indemnitee may assume

the defense of such claim and the Indemnifying Party will be responsible for the reasonable attorneys' fees and expenses of a single counsel (in addition to one local counsel in each jurisdiction) for the Indemnitees. The Indemnitee will not consent to the entry of any judgment or enter into any compromise or settlement that does not exceed the Maximum Indemnity Cap with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld or delayed). In the event that the Indemnitee conducts the defense of the Third Party Claim pursuant to this Section 14.4(d), the Indemnifying Party will (a) advance the Indemnitee promptly and periodically for the reasonable costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and (b) remain responsible for any and all other Losses that the Indemnitee may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in this Article 14.

14.5 Consent to Jurisdiction Regarding Third Party Claims . Genzyme and EXACT, each in its capacity as an Indemnifying Party, hereby consents to the non-exclusive jurisdiction of any court in which any Third Party Claim may brought against any Indemnitee for purposes of any claim which such Indemnitee may have against such Indemnifying Party pursuant to this Agreement in connection with such Third Party Claim, and in furtherance thereof, the provisions of Section 16.12 are incorporated herein by reference, *mutatis mutandis* .

14.6 Exclusive Remedy . Except as set forth in Section 3.7 or in the case of fraud or intentional misrepresentation, from and after the Closing, the indemnification provided pursuant to this Article 14 will be the sole and exclusive remedy hereto for any Loss resulting from, with respect to or arising out of any breach or claim in connection with this Agreement, any Exhibit or Schedule hereto or any certificate or writing delivered in connection with this Agreement, regardless of the cause of action. Notwithstanding the foregoing, (a) nothing contained in this Agreement will limit a party's right to pursue equitable remedies, including, without limitation, injunctive relief and specific performance; and (b) in the event that a court of competent jurisdiction rescinds all or part of the Sale for any reason following consummation, nothing contained in this Agreement will limit Genzyme's right to receive from EXACT (and EXACT's obligation to transfer to Genzyme) such portion of the Closing Payment allocable to the Purchased Assets subject to such rescission; provided , however , if such court rescinds only part of the Sale, Genzyme, at its sole option to be exercised within 30 days of such rescission, may elect to receive the entire Closing Payment from EXACT and transfer all of the Purchased Assets to EXACT.

Article 15 Potential Liabilities Holdback . At the Closing, the Potential Liabilities Holdback Amount will be retained by Genzyme to be released in accordance with the following:

15.1 Use of Holdback Amount . The Potential Liabilities Holdback Amount will accrue interest at the rate of [********] from the Closing Date until released to EXACT. Following Closing, if any of the Genzyme Indemnitees becomes entitled to indemnification pursuant to this Agreement, Genzyme will apply that portion of the Potential Liabilities Holdback Amount as will be equal to the amount of such indemnification.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

15.2 12 Month Release . Upon the expiration of 12 months after the Closing Date, 50% of the Potential Liabilities Holdback Amount (plus any and all interest accrued thereon) will be released to EXACT; provided that if any claim for indemnification on the part of any of the Genzyme Indemnitees is outstanding on such date, then the amount of such claim will be retained from the portion to be released to EXACT.

15.3 18 Month Release . Upon the expiration of 18 months after the Closing Date, the remaining Potential Liabilities Holdback Amount (plus any and all interest accrued thereon) will be released to EXACT; provided that if any claim for indemnification on the part of any of the Genzyme Indemnitees is outstanding on such date, then the amount of such claim will be retained from the portion to be released to EXACT.

15.4 Outstanding Claims . If any claim for indemnification on the part of Genzyme remains outstanding upon the expiration of the 12 month and 18 month periods in Section 15.2 and Section 15.3, respectively, then, unless otherwise agreed by the parties, Genzyme will release to EXACT an amount equal to the entire Potential Liabilities Holdback Amount then remaining *minus* the amount attributable to such outstanding claim. The remaining Potential Liabilities Holdback Amount following such release will continue to be held by Genzyme and, upon resolution of the outstanding claims and payment of any indemnification owing to the applicable Genzyme Indemnitees, any portion of the Potential Liabilities Holdback Amount then remaining (plus any and all interest accrued thereon) will be released to EXACT.

Article 16 Miscellaneous .

16.1 Notices . Any notice or other communication required or permitted hereunder will be in writing and will be deemed given when so delivered in person, by reputable overnight courier, by facsimile transmission (with receipt confirmed by automatic transmission report) or two business days after being sent by registered or certified mail (postage prepaid, return receipt requested), as follows:

(a) if to Genzyme, to:

Genzyme Genetics
1700 West Park Drive
Westborough, Massachusetts 01581
Attn: Sr. Vice President & General Manager
Fax: (508) 870-7504
Phone: (508) 870-5232

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

with a copy to:

Genzyme Corporation
500 Kendall Street
Cambridge, Massachusetts 02142
Attn: General Counsel
Fax: (617) 252-7553
Phone: (617) 252-7500

(b) if to EXACT, to:

EXACT Sciences Corporation
100 Campus Drive
Marlborough, Massachusetts 01752
Attn: Chief Executive Officer
Fax: (508) 683-1201
Phone: (508) 683-1200

with a copy to:

Goodwin|Procter LLP
53 State Street
Boston, Massachusetts 02109
Attn: Edward A. King, Esq. & Kingsley L. Taft, Esq.
Fax: (617) 523-1231
Phone: (617) 570-1000

Either party may, by notice given in accordance with this Section 16.1 to the other parties, designate another address or person for receipt of notices hereunder.

16.2 Entire Agreement . This Agreement, the Ancillary Agreements and the Mutual Non-Disclosure Agreement dated as of April 9, 2008 contain the entire agreement between the parties with respect to the Transactions and supersede all prior agreements, written or oral, between the parties with respect thereto. Notwithstanding any investigation made by any party to this Agreement, all covenants, agreements, representations and warranties made by EXACT and Genzyme in this Agreement will survive the execution of this Agreement.

16.3 Binding Effect; No Assignment; No Third-Party Beneficiaries .

(a) Neither this Agreement nor any interest or obligation hereunder is assignable by EXACT without the prior written consent of Genzyme (such consent not to be unreasonably withheld or delayed), provided , however , that any merger, reorganization, or transfer of all or substantially all assets of EXACT with or to a Third Party, or Change of Control of EXACT, will not be considered an assignment for the purposes of this Agreement, and then only if: (i) EXACT provides Genzyme notice of

such transaction as specified in Section 16.1 upon consummation of such transaction (or, if notice of such transaction is provided sooner to EXACT's stockholders, at the time such notice is provided to EXACT's stockholders) and (ii) the applicable surviving entity or Third Party agrees to be bound by the terms and conditions of this Agreement. Genzyme may freely assign this Agreement or any interest hereunder. This Agreement is binding upon the successors and permitted assigns of the parties hereto, and the name of a party appearing in this Agreement is deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 16.3 will be void.

(b) Nothing in this Agreement, express or implied, is intended to or will confer upon any Person other than Genzyme and EXACT and their respective successors and permitted assigns any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16.4 Amendment . This Agreement may not be amended except by an instrument signed by each of the parties hereto.

16.5 Waiver . At any time prior to the Closing, either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto or (b) waive compliance with any of the agreements of the other party or any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit; provided that , any such extension or waiver will be binding upon a party only if such extension or waiver is set forth in a writing executed by such party.

16.6 Disclaimer . EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

16.7 Section Headings, Construction . The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

16.8 Counterparts . This Agreement may be executed in two counterparts, each of which will be deemed an original, and both of which together will constitute one and the same instrument.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

16.9 Severability . If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

16.10 Withholding . The payor of any amount hereunder will be entitled to deduct and withhold from any consideration otherwise payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code, or any other legal requirement. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts will be treated for all purposes of this Agreement as having been paid.

16.11 Governing Law . This Agreement will be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts, without regard to conflict of law principles thereof.

16.12 Dispute Resolution .

(a) Management Discussions . If a dispute, controversy or claim (" Dispute ") arises between the parties relating to the interpretation or performance of this Agreement but excluding disputes relating to patent validity or enforceability, appropriate senior executives (e.g., V.P. level or above) of each party who have the authority to resolve the matter will meet at least once in person within 15 business days of either party's written request for such meeting to attempt in good faith to negotiate a resolution of the Dispute prior to pursuing other available remedies. The parties agree that all negotiations pursuant to this Section 16.12 (a) are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. If the parties fail to reach an amicable agreement pursuant to the process set forth in this Section 16.12 (a) within 60 days of the request for such meeting, then either party may pursue a legal remedy in accordance with Section 16.13.

(b) Court Action . Notwithstanding any other provision of this Agreement, any Dispute regarding the following is not required to be negotiated prior to seeking relief from a court of competent jurisdiction: breach of any obligation of confidentiality, or infringement, misappropriation, or misuse of any Intellectual Property Rights of either party hereto where interim injunctive or other similar relief from the court is sought to prevent serious and irreparable injury to one of the parties or to others.

16.13 Submission to Jurisdiction; Waiver . The parties irrevocably and unconditionally submit to the jurisdiction of the Massachusetts Superior Court in Suffolk County and waive any objection to transferring any action, suit or proceeding arising out of this Agreement to

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the Business Litigation Session of the Massachusetts Superior Court. Each of EXACT and Genzyme hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, Action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, Action or proceeding is improper, and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

16.14 Enforcement . The parties recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to other remedies the other party will be entitled to seek an injunction restraining any violation or threatened violation of the provisions of this Agreement. In the event that any Action will be brought in equity to enforce the provisions of the Agreement, neither party will allege, and each party hereby waives the defense, that there is an adequate remedy at law.

16.15 Rules of Construction . The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or ruling of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

16.16 Waiver of Jury Trial . EACH OF GENZYME AND EXACT HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED HERETO OR THERETO.

[*Remainder of Page Intentionally Left Blank*]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

GENZYME CORPORATION

By /s/ Earl M. Collier, Jr.
Name: Earl M. Collier, Jr.
Title: Executive Vice President

EXACT SCIENCES CORPORATION

By /s/ Jeffrey R. Luber
Name: Jeffrey R. Luber
Title: President and Chief Executive Officer

[Signature Page to Collaboration, License and Purchase Agreement]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

DISCLOSURE SCHEDULE

TO THE COLLABORATION, LICENSE AND PURCHASE AGREEMENT

These Schedules are being furnished by EXACT Sciences Corporation ("EXACT"), in connection with the execution and delivery of that certain Collaboration, License and Purchase Agreement (the "Agreement"), dated as of January 27, 2009, by and between EXACT and Genzyme Corporation ("Genzyme"). Except as otherwise provided herein or in the Agreement, all disclosures contained in these Schedules are made as of the date of the Agreement. Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Agreement.

Any matter disclosed in one section of these Schedules will be deemed disclosed in all other applicable sections of these Schedules to the extent that such section is reasonably cross-referenced or the relevance to such other section is readily apparent on the face of the disclosure that the matter is responsive to another representation. Disclosure of a matter in a section of these Schedules will not affect (directly or indirectly) the interpretation of the Agreement or the scope of the disclosure obligation of EXACT under the Agreement. These Schedules may include items or information which EXACT is not required to disclose under the Agreement. The fact that any fact, circumstance, matter or event is disclosed in a section of these Schedules does not necessarily mean that it is "material" to EXACT, whether considered individually or in combination with other facts, circumstances, matters, or events disclosed herein, and such inclusion will not be deemed an acknowledgement that such fact, item, circumstance, matter, transaction or event is required to be so disclosed pursuant to the Agreement. All agreements listed in these Schedules will be deemed to include all appendices, exhibits, schedules, modifications, amendments to, and all orders, purchase orders, implementation contracts, statements of work, program descriptions and other documents issued under, such agreements, and all associated documentation. No disclosure in these Schedules relating to any possible breach or violation of or default under any contract or law will be construed as an admission or indication that any such breach, violation or default exists or has actually occurred.

The information in these Schedules is disclosed confidentially, and the recipients agree by their receipt of these Schedules that such information will be held subject to the obligations of Article 13 of the Agreement. In disclosing the information set forth herein, EXACT expressly does not waive any attorney-client privilege associated with any such information or any protection afforded by the "work product doctrine" with respect to any of the matters disclosed herein.

The headings and descriptions of the representations and warranties used herein are for convenience of reference only and are not intended to and do not alter the meaning of any provision of the Agreement.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule A

Primary Patent Rights

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule B

Secondary Patent Rights

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 2.1(a)(ii)

Assigned Contracts

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 2.1(b)(vii)

Retained Patent Rights

[********]

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Schedule 3.1(b)

Rights to Retained Patent Rights

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 3.2(b)

EXACT Licensed Improvements

To be added.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 3.3(b)

Optioned Technology

To be added.

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Schedule 3.4(c)

Genzyme Licensed Improvements

To be added.

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Schedule 6.4(c)

Noncontravention

Consent of JHU needed for transfer of the Transferred In-License Agreement, which is satisfied by the JHU-EXACT License Amendment.

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Schedule 6.7(a)

Assets

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.7(b)

Assets

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(a)

Transferred Technology

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(b)

Rights to Transferred Technology

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(d)

Indemnification Obligations

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(e)

Maintenance of Intellectual Property

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(f)

Royalties

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(g)

Employees

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.8(h)

Government Funding

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.11(a)

Contracts

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Schedule 6.12(a)

Litigation

[********]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Exhibit 10.2

ASSIGNMENT, SUBLICENSE, CONSENT AND EIGHTH AMENDMENT TO LICENSE AGREEMENT

This ASSIGNMENT, SUBLICENSE, CONSENT AND EIGHTH AMENDMENT TO LICENSE AGREEMENT (this "ASSIGNMENT, SUBLICENSE AND AMENDMENT") is made and entered into as of January 27, 2009, by and among EXACT Sciences Corporation, a Delaware corporation ("EXACT"), Genzyme Corporation, a Massachusetts corporation ("GENZYME") and Johns Hopkins University, a Maryland corporation ("JHU"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the meanings given them in the AGREEMENT (as defined below).

WHEREAS, EXACT and GENZYME are parties to that certain Collaboration, License and Purchase Agreement, dated as of January 27, 2009 (the "CLP AGREEMENT"), pursuant to which, among other things, EXACT is to sell to GENZYME, and GENZYME is to purchase from EXACT, the Purchased Assets (as the term is defined in the CLP AGREEMENT);

WHEREAS, pursuant to the CLP AGREEMENT, EXACT has agreed to assign to GENZYME that certain Amended and Restated License Agreement having a final signature date of March 25, 2003, by and between EXACT Laboratories, Inc. (now known as EXACT) and JHU, as amended (the "AGREEMENT"), and GENZYME has agreed to assume EXACT's obligations under the AGREEMENT, as set forth herein; and

WHEREAS, the parties desire to amend certain provisions of the AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment . EXACT hereby transfers and assigns to GENZYME all of EXACT's right, title and interest in, to and under, the AGREEMENT, to have and to hold the same unto GENZYME and its successors and assigns from and after the date hereof subject to the covenants, conditions and provisions therein provided. EXACT, GENZYME and JHU agree that Exhibit 1 attached hereto contains a complete list of all amendments to the AGREEMENT prior to the date hereof.

2. Assumption . GENZYME hereby accepts the transfer and assignment of the AGREEMENT, and GENZYME hereby agrees to pay, defend, discharge and perform all obligations under the AGREEMENT arising from and after the closing of the CLP AGREEMENT (the "CLOSING").

3. Consent . Contingent upon the Closing, JHU hereby consents to (a) the transfer and assignment of the AGREEMENT by EXACT to GENZYME such that upon such transfer and assignment, all references to EXACT (whether as EXACT or COMPANY) in the AGREEMENT shall be references to GENZYME and (b) the sublicense by GENZYME to EXACT of certain rights under the AGREEMENT pursuant to Section 4 below (the "SUBLICENSE"). JHU's consent to the transfer and assignment of the AGREEMENT shall not be construed either as a consent by JHU to, or as permitting, any other or further assignment of

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the AGREEMENT, whether in whole or in part, or as a waiver of the requirement of obtaining JHU's consent thereto . To the best of JHU's knowledge, EXACT is not in breach of the AGREEMENT as of the date first set forth above.

4. Sublicense .

(a) Subject to the terms and conditions of the AGREEMENT, and expressly subject to Article 2.3 therein, and subject to the terms and conditions of this Section 4, GENZYME hereby grants to EXACT the following sublicenses, under the license grants by JHU in the AGREEMENT, solely in the EXACT FIELD, as defined below:

(i) an exclusive license under the PATENT RIGHTS to make, have made, use, have used, sell, have sold, import, and have imported any method or product worldwide, solely in the FIELD, as the "FIELD" may be limited in the AGREEMENT with respect to particular PATENT RIGHTS;

(ii) an exclusive license under the BEAMING PATENT RIGHTS in the BEAMING EXCLUSIVE FIELD to make, have made, use, have used, sell, have sold, import, and have imported any method, service or product worldwide; and

(iii) a non-exclusive license under the BEAMING PATENT RIGHTS in the BEAMING NONEXCLUSIVE FIELD to make, have made, use, have used, sell, have sold, import, and have imported any method, service or product worldwide.

(b) EXACT (and its sublicensees) shall have the right to grant further sublicenses under the foregoing sublicenses to EXACT provided that any such sublicenses comply with the terms of the AGREEMENT and further provided that GENZYME will have, along with JHU, the review rights under the 2 nd through 5 th sentences of Section 2.2 of the AGREEMENT regarding any such sublicenses.

(c) "EXACT FIELD" means (a) stool-based detection of any disease or condition (including pre-cancers, staging and monitoring of the foregoing, and therapeutic response) for research and development, Clinical Laboratory Improvement Amendments (CLIA) testing services (and their foreign equivalents), and FDA Kits; and (b) a screening assay (regardless of other uses to which such assay is put) for colorectal cancer in any type of patient samples, excluding tests solely for staging and/or monitoring of colorectal cancer which do not obsolete or adversely impact such screening assay. For the purposes of this definition, (1) "FDA KITS"

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means a collection of one or more reagents, packaged in the form of a kit that has received approval from the U.S. Food and Drug Administration ("FDA") or any equivalent foreign regulatory agency or body, and (2) FECAL BASED TESTS as defined in the AGREEMENT are within the EXACT FIELD.

(d) EXACT hereby acknowledges and agrees to be bound by and comply with, and to cause any sublicensees of EXACT to comply with, as if EXACT and those sublicensees were GENZYME under the AGREEMENT, the following sections of the AGREEMENT: 2.3 (Retained Rights), 5.2 (Records), 6.1 (Representations by JHU), 7.1 (Indemnification), 8 (Confidentiality), 9.4 (Obligations and Duties upon Termination), 10.1 (Use of Name), 10.4 (Product Liability), and 10.19 (Howard Hughes Medical Institute). In addition, as between GENZYME and EXACT, EXACT agrees to be responsible for and perform all obligations of GENZYME as licensee under the AGREEMENT to the extent relating to the EXACT FIELD. Notwithstanding the foregoing, GENZYME will remain solely responsible for all obligations under ARTICLE 4 of the AGREEMENT (PATENT PROSECUTION).

(e) During such time as the SUBLICENSE is in effect, EXACT will pay to GENZYME (i) [********] due to JHU with respect to activities in the EXACT FIELD (including [********] due with respect to FECAL BASED TESTS) and (ii) [********] due to JHU pursuant to the AGREEMENT (as may be further amended from time to time) (collectively, the "EXACT JHU PAYMENT"). GENZYME shall remit the EXACT JHU PAYMENT to JHU, together with other amounts payable by GENZYME under the AGREEMENT. GENZYME and not EXACT will be solely responsible for (1) [********], and (2) all amounts owed to JHU under the AGREEMENT for [********]. For the avoidance of doubt, except as explicitly specified herein, amounts due with respect to activities in the EXACT FIELD will be calculated in the same manner as they were prior to the execution of this ASSIGNMENT, SUBLICENSE AND AMENDMENT, as if EXACT were the direct licensee of JHU.

(f) EXACT will provide GENZYME with all assistance reasonably requested to allow GENZYME to meet its reporting obligations under the AGREEMENT, including furnishing within 15 days after the end of March 31st, June 30th, September 30th and December 31st each year (or on such other dates as reasonably requested by GENZYME) a written report with respect to the preceding 3 month period providing detail reasonably satisfactory to GENZYME to calculate the amounts due to JHU pursuant to the AGREEMENT.

(g) Within 60 days after the end of each calendar year, GENZYME and EXACT will agree in good faith in writing on the amount of the EXACT JHU PAYMENT due with respect to such year. EXACT will remit to GENZYME the total EXACT JHU PAYMENT due for such year in two equal payments made on or before June 30th and December 31st of the

following year. In the event that the amount actually paid by GENZYME to JHU with respect to activities in the EXACT FIELD in a calendar year is different than the parties had assumed in calculating the JHU EXACT PAYMENT, the parties will negotiate in good faith a reasonable adjustment to such JHU EXACT PAYMENT and such adjustment will promptly be corrected by a payment or refund, as appropriate.

(h) GENZYME may terminate the SUBLICENSE any time by giving written notice to EXACT in the event that EXACT fails to materially perform or otherwise materially breaches its obligations under the SUBLICENSE (including under Section 4(e) of this ASSIGNMENT, SUBLICENSE AND AMENDMENT) and such failure remains uncured for 45 days, measured from the date written notice of such failure is given to EXACT.

(i) EXACT's failure to perform under the SUBLICENSE shall not be a breach by GENZYME of the AGREEMENT, but rather, shall give JHU the right to terminate the SUBLICENSE on the terms and conditions set forth in the AGREEMENT.

(j) If the AGREEMENT is terminated and at such time EXACT is then in good standing under the AGREEMENT, JHU hereby grants to EXACT a direct license on substantially the same terms as EXACT has as a sublicensee of GENZYME, so that EXACT would be put in the same position as it was prior to such AGREEMENT termination, provided that JHU will not have any increased obligations as a result of such direct license to EXACT. If such a direct license goes into effect, EXACT and JHU agree to memorialize in writing such direct license promptly.

(k) GENZYME, EXACT and JHU each agrees to provide the other parties hereto with copies of any notices given under the AGREEMENT to the extent relating to the EXACT FIELD and the SUBLICENSE.

5. Amendments .

(a) EXACT, GENZYME and JHU hereby delete the definition of SECOND BEAMING EXCLUSIVE FIELD in the AGREEMENT and replace it in its entirety with the following:

> SECOND BEAMING EXCLUSIVE FIELD, for the purposes of the BEAMING PATENT RIGHTS only, shall mean [*********]:

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) Notwithstanding anything to the contrary in the AGREEMENT, EXACT, and not GENZYME, will be solely responsible for the diligence obligations of GENZYME (as licensee under the AGREEMENT) in the EXACT FIELD, as contained in Section 5.3 of the AGREEMENT, to the extent relating to the EXACT FIELD. Notwithstanding the foregoing, Genzyme will remain solely responsible for all obligations under ARTICLE 4 of the AGREEMENT (PATENT PROSECUTION).

(c) EXACT, GENZYME and JHU hereby delete Sections 1.12.1(a) and 1.12.2(a) of the AGREEMENT and replace them in their entirety with the following:

[********]

The parties hereby agree that all references, express or implied, to the [********] minimum license fee set forth in the AGREEMENT shall, instead, be amended to reference [********] and any calculations set forth in the AGREEMENT, for purposes of example, shall be deemed illustrative only to the extent appropriate based on the change in minimum annual fee from [********] to [********] as set forth above. The minimum annual fee shall be reduced to [********]. Thereafter, the minimum annual fee shall be [********] ([********] if the SECOND BEAMING OPTION has been exercised).

(d) EXACT, GENZYME and JHU hereby delete Section 10.8 of the AGREEMENT and replace it in its entirety with the following:

Neither this Agreement nor any of the rights or obligations created herein, except for the right to receive any remuneration hereunder, may be assigned by either party, in whole or in part, without the prior written consent of the other party. Notwithstanding the preceding sentence, JHU and COMPANY shall be free to assign this Agreement in connection with any sale of substantially all of such party's assets to which this Agreement relates without the consent of the other party hereunder, and COMPANY and JHU shall be free to assign this Agreement or otherwise to transfer all of their respective rights and obligations under this Agreement to a successor by merger without the consent of the other party hereunder. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

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(e) EXACT, GENZYME and JHU agree to amend the second sentence of Section 2 of the Fifth Amendment to the AGREEMENT, [********] from the date of this ASSIGNMENT, SUBLICENSE AND AMENDMENT. EXACT, GENZYME and JHU agree further to delete the last sentence of Section 2 of the Fifth Amendment to the AGREEMENT and replace it in its entirety with the following:

> GENZYME may exercise the BEAMING OPTION granted hereunder by providing to JHU, prior to the end of the option period: (a) written Notice of its intent, and, (b) a written statement of its commercially reasonable plans and apabilities to develop a product or service in the SECOND BEAMING EXCLUSIVE FIELD for public use or benefit.

6. Upfront Payment . GENZYME will pay [********] to JHU within 15 business days of the execution of this ASSIGNMENT, SUBLICENSE AND AMENDMENT.

7. Option Exercise Payment . GENZYME will pay [********] to JHU within 30 business days of exercising the BEAMING OPTION.

8. Milestones .

(a) GENZYME shall pay to JHU the following one-time event milestone payments:

(i) [********]

(ii) [********]

(b) GENZYME shall pay to JHU the following one-time sales milestone payments:

(i) [********]

(ii) [********]

(iii) [********]

(c) Once GENZYME has made any particular milestone payment under Section 8(a) or 8(b), GENZYME will not be obligated to make any payment with respect to the re-occurrence of the same milestone.

9. Miscellaneous .

(a) This ASSIGNMENT, SUBLICENSE AND AMENDMENT shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. Neither this ASSIGNMENT, SUBLICENSE AND AMENDMENT nor any interest or obligation hereunder is assignable (i) by EXACT without the prior written consent of GENZYME , provided, however, that EXACT shall be free to

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assign this ASSIGNMENT, SUBLICENSE AND AMENDMENT in connection with any merger, reorganization, or transfer of all or substantially all assets of EXACT or other change in control of EXACT; (ii) by GENZYME, other than in connection with an assignment of the AGREEMENT permitted under Section 10.8 of the AGREEMENT (Successors and Assigns).

(b) This ASSIGNMENT, SUBLICENSE AND AMENDMENT may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This ASSIGNMENT, SUBLICENSE AND AMENDMENT may be changed, modified or terminated only by an agreement in writing signed by EXACT, JHU and GENZYME.

(c) This ASSIGNMENT, SUBLICENSE AND AMENDMENT may be executed in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

(d) This ASSIGNMENT, SUBLICENSE AND AMENDMENT will only supersede the AGREEMENT to the extent that this Amendment and the AGREEMENT conflict. In the event of a conflict between this ASSIGNMENT, SUBLICENSE AND AMENDMENT and the AGREEMENT, then this ASSIGNMENT, SUBLICENSE AND AMENDMENT will control. Except as otherwise provided in this ASSIGNMENT, SUBLICENSE AND AMENDMENT, all terms of the AGREEMENT shall remain in full force and effect.

(e) This ASSIGNMENT, SUBLICENSE AND AMENDMENT, and all disputes, actions or proceedings arising out of or relating to this ASSIGNMENT, SUBLICENSE AND AMENDMENT, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions.

[Remainder of Page Intentionally Left Blank]

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment, Sublicense, Consent and Eighth Amendment to License Agreement as of the date first set forth above.

EXACT SCIENCES CORPORATION

By: /s/ Jeffrey R. Luber
Name: Jeffrey R. Luber
Title: President and Chief Executive Officer

JOHNS HOPKINS UNIVERSITY

By: /s/ Wesley D. Blakeslee
Name: Wesley D. Blakeslee
Title: Executive Director

GENZYME CORPORATION

By: /s/ Earl M. Collier, Jr.
Name: Earl M. Collier, Jr.
Title: Executive Vice President

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

Exhibit 1

Amendments to AGREEMENT:

- Second Amendment, effective as of November 9, 2004
- Third Amendment, effective as of May 11, 2006
- Fourth Amendment, effective as of March 19, 2007
- Fifth Amendment, effective as of October 17, 2008
- Sixth Amendment, effective as of October 30, 2008
- Seventh Amendment, effective as of December 15, 2008

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Exhibit 10.3

AMENDED AND RESTATED LICENSE AGREEMENT

by and between

GENZYME CORPORATION

and

EXACT SCIENCES CORPORATION

(formerly EXACT LABORATORIES, INC.)

January 27, 2009

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AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT effective as of the Closing Date (defined below) (the " Effective Date ") is by and between Genzyme Corporation, a Massachusetts corporation having its principal offices at 500 Kendall Street, Cambridge, MA 02142 (" Genzyme "), through Genzyme's Genetics Division (formerly through its Molecular Oncology Division), and EXACT Sciences Corporation (formerly EXACT Laboratories, Inc.), a Delaware corporation having its principal offices at 100 Campus Drive, Marlborough, MA 01752 (" EXACT ").

WITNESSETH:

WHEREAS, the parties have entered into a License Agreement effective as of March 25, 1999 (the " License Agreement ") under which Genzyme granted to EXACT a license to certain patent rights;

WHEREAS, the parties expect to enter into a Collaboration, License and Purchase Agreement (the " CLP Agreement ") contemporaneously with entering into this Agreement, and the parties acknowledge that the execution of the CLP Agreement is a precondition for the parties to be bound to this Agreement;

WHEREAS, Genzyme desires to waive any and all breaches of the License Agreement by EXACT that may have occurred (including any and all amounts due Genzyme thereunder), and release EXACT from any liability arising therefrom;

WHEREAS, the parties desire to amend and restate the License Agreement, effective as of the Effective Date;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree to amend and restate the License Agreement to read in its entirety as follows:

ARTICLE 1. DEFINITIONS

1.1. " Affiliate " shall mean any corporation or other entity which controls, is controlled by, or is under common control with EXACT. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other entity.

1.2. " Agreement " shall mean this Amended and Restated License Agreement, together with all Appendices, Schedules and other attachments hereto.

1.3. " Change of Control of EXACT " has meaning given to it in the CLP Agreement.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

1.4. " Closing Date " has the meaning given to it in the CLP Agreement.

1.5. " Diagnostic Service(s) " shall mean the performance of laboratory-based assays covered in whole or in part by a Valid Claim of the Patent Rights.

1.6. " FDA Approval " means either 510(k) clearance or approval of a Pre-Marketing Authorization application (" PMA ") (or the equivalent of such submissions required at such time) for a Kit from the FDA or any equivalent foreign regulatory agency or body. " FDA Approved " has the correlative meaning.

1.7. " Field " shall mean (a) stool-based detection of any disease or condition (including pre-cancers, staging and monitoring of the foregoing, and therapeutic response) for research and development, Clinical Laboratory Improvement Amendments (CLIA) testing services (and their foreign equivalents), and FDA Approved Kits; and (b) a screening assay (regardless of other uses to which such assay is put) for colorectal cancer in any type of patient samples, excluding tests solely for staging and/or monitoring of colorectal cancer which do not obsolete or adversely impact such screening assay.

1.8. " First Commercial Sale " shall mean, after the Effective Date, (a) the first performance for consideration of a Diagnostic Service in the Field or (b) the first sale for consideration of a Licensed Reagent or Kit for use in the Field, as applicable. Any performance of a Diagnostic Service or transfer of Licensed Reagents or Kits by EXACT solely for purposes of performing Research shall not be deemed to constitute a First Commercial Sale.

1.9. " Gene Patent Rights " shall mean the United States and foreign patents and patent applications relating to the APC gene and/or the p53 gene and licensed (with the right to grant sublicenses) to Genzyme pursuant to the JHU License Agreement together with patents arising therefrom and any extensions, registrations, confirmations, reissues, divisions, continuations or continuations-in-part, re-examinations or renewals thereof, including without limitation the patents and patent applications listed in Appendix A hereto (which may be updated from time to time to include such additional patents and patent application that may arise therefrom); *provided* , however, that Gene Patent Rights expressly excludes any claims of such patents and patent applications that fall outside of the Field, including, without limitation, claims to antibodies, to the treatment, prevention or remedying of a gene deficiency, to purified proteins, or to DNA sequences other than those sequences that correspond to the p53 gene and the APC gene; *provided further* that DNA sequences which are (i) immediately adjacent to the p53 or APC genes and (ii) necessary to the use of the p53 or APC genes, respectively, in the Field shall be considered within the Gene Patent Rights.

1.10. " Instrument " shall mean any instrument, apparatus, appliance, automated system or computer software that is covered in whole or in part by a Valid Claim of the Patent Rights and is useful or necessary for performing laboratory-based assays.

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1.11. " JHU License Agreement " shall mean the License Agreement dated as of February 5, 1992 by and between Genzyme (as successor to PharmaGenics, Inc.), The Johns Hopkins University (" JHU ") and Hoffman-La Roche Inc. (" Roche "), as amended from time to time.

1.12. " Kit " shall mean a collection of one or more Reagents, including at least one Licensed Reagent, packaged in the form of a kit (including an FDA Approved kit).

1.13. " Licensed Reagent " shall mean any Reagent covered in whole or in part by a Valid Claim of the Patent Rights.

1.14. " Methodology Patent Rights " shall mean the United States and foreign patents and patent applications relating to methods of detecting mammalian nucleic acids isolated from stool specimens and reagents therefor and licensed (with the right to grant sublicenses) to Genzyme pursuant to the JHU License Agreement together with patents resulting therefrom and any extensions, registrations, confirmations, reissues, divisions, continuations or continuations-in-part, re-examinations or renewals thereof, including without limitation the patents and patent application listed in Appendix B hereto (which may be updated from time to time to include such additional patents and patent applications that may arise therefrom).

1.15. (a) " Net Sales " shall mean the adjusted gross sales of Licensed Reagents and Kits by EXACT *less* [********] of adjusted gross sales in lieu of items such as custom duties, inbound transportation, insurance costs, agent's commission, bad debts, etc. The adjusted gross sales shall mean the actual gross sales price of a Licensed Reagent or Kit billed by EXACT (not including miscellaneous items on the invoice such as taxes, etc.) *less* chargebacks, cash discounts, credits or allowances (not including miscellaneous items credited such as taxes, etc.) including those incurred or granted on account of price adjustments, rejections, returns, rebates or recalls of Licensed Reagents or Kits previously sold. "Net Sales" does not include "no charge" samples to the extent customary in the trade.

(b) In the event that EXACT decides to sell a Kit which combines Licensed Reagents with ingredients or components which are not Licensed Reagents (such other ingredients or components being " Other Items "), then (i) EXACT shall notify Genzyme in writing of its intent to offer such combination, (ii) Genzyme and EXACT shall, within thirty (30) days after Genzyme's receipt of such notification, initiate good-faith negotiations on the value of the Licensed Reagents which shall be used as the basis to calculate Net Sales pursuant to this clause (b) and (iii) if the parties can not reach agreement within thirty (30) days after the commencement of such negotiations, such dispute shall be referred to arbitration pursuant to Article 11 hereof. However, in no event shall the royalty rates on Net Sales be reduced by more than [********]. The term "Other Items" does not include solvents, diluents, carriers, excipients, enzymes used in amplification for diagnostic use, or the like used in formulating a product.

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(c) In the event that a Licensed Reagent or Kit is sold for non-monetary consideration in addition to or in lieu of money, the value of such consideration to the extent that it can be reasonably determined by EXACT shall be added to Net Sales in accordance with Sections 1.15 (a) and (b) hereof.

(d) No deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by EXACT and on its payroll, or for cost of collections.

(e) Net Sales expressly excludes transfers or dispositions of Licensed Reagents or Kits at cost or less than cost for the sole purpose of conducting Research.

1.16. (a) " Net Service Revenues " shall mean actual billings by EXACT for the performance of Diagnostic Services less the following deductions to the extent that they are applicable and are not already deducted in the actual billings: (i) discounts allowed and taken, in amounts customary in the trade; (ii) sales and/or use taxes and/or duties imposed upon and with specific reference to particular sales.

(b) If a Diagnostic Service(s) is offered in combination with another diagnostic or other service(s) (such as patient counseling) provided by EXACT (such other services being referred to as " Other Services " and such Diagnostic Service(s) and Other Services collectively being referred to as " Combination Services "), Net Service Revenues for purposes of determining royalties on the Diagnostic Service(s) shall be calculated as provided below:

(i) If the Diagnostic Service(s) and the Other Services are sold or provided separately, Net Service Revenues shall be calculated by multiplying the Net Service Revenues of the Combination Service (as determined in accordance with Section 1.16(a) above but applied to the Combination Service), by the fraction A/(A+B), where "A" is the invoice price of the Diagnostic Service(s) and "B" is the invoice price of the Other Services in the Combination Service if sold or provided separately.

(ii) If the Diagnostic Service(s) are sold or provided separately but the Other Services are not, Net Service Revenues shall be calculated by multiplying the Net Service Revenues of the Combination Service (as determined in accordance with Section 1.16(a) above but applied to the Combination Service), by the fraction A/C, where "A" is the invoice price of the Diagnostic Service(s) and "C" is the invoice price of the Combination Service.

(iii) If the Diagnostic Service(s) and the Other Services in the combination are not sold or provided separately, Net Service Revenues for purpose of determining royalties on the Diagnostic Service(s) shall be calculated by multiplying Net Service Revenues of the Combination Service (as determined in accordance with Section 1.16 (a) above but applied to the

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Combination Service) by the fraction E/(E+D), where "E" is the value of the Diagnostic Service(s) and "D" is the reasonably estimated value (using accepted diagnostic industry standards) of the Other Services based at least in part on the value of the other active component or components used in the Combination Service; provided, that (A) EXACT shall notify Genzyme in writing of its intent to offer such Combination Services, (B) Genzyme and EXACT shall, within thirty (30) days after Genzyme's receipt of such notification, initiate good-faith negotiations on the value of the Diagnostic Service(s) and Other Services which shall be used as the basis to calculate Net Service Revenues pursuant to this clause (iii) and (C) if the parties can not reach agreement within thirty (30) days after the commencement of such negotiations, such dispute shall be referred to arbitration pursuant to Article 11 hereof.

(c) In the event that a Diagnostic Service is provided for non-monetary consideration in addition to or in lieu of money, the value of such non-monetary consideration to the extent that it can be reasonably determined by EXACT shall be added to Net Service Revenues in accordance with Sections 1.16(a) and (b) hereof.

(d) Net Service Revenues expressly excludes the use or performance of Diagnostic Services at cost or less than cost for the sole purpose of conducting Research.

1.17. " Original Effective Date " shall mean March 25, 1999.

1.18. " Patent Rights " shall mean collectively the Gene Patent Rights and the Methodology Patent Rights.

1.19. " Reagents " shall mean reagents useful in or necessary to the performance of laboratory-based assays, whether used individually or sold or used as one or more component(s) of a kit.

1.20. " Research " shall mean pre-clinical, clinical and regulatory activities conducted by or on behalf of EXACT to develop, evaluate, and obtain regulatory approvals of, products or services utilizing the Patent Rights licensed to EXACT hereunder.

1.21. " Triggering Event " means [********].

1.22. " Valid Claim " shall mean an issued claim of an unexpired patent, or a claim of a pending patent application, which shall not have been withdrawn, canceled or disclaimed, or held invalid or unenforceable by a court of competent jurisdiction in an unappealed or unappealable decision. Notwithstanding the foregoing to the contrary, a claim of a pending patent application, divisional application, or continuation-in-part application, or the foreign equivalents thereof, shall cease to be a Valid Claim if no patent has issued on such claim on or prior to the fifth (5th) anniversary of the date of filing such patent application (or, in the case of a continuation application or foreign equivalent thereof, the date of filing of the earliest parent application), provided that such claim shall once again

become a Valid Claim on the issue date of a patent that subsequently issues and includes such claim.

ARTICLE 2. LICENSE GRANT AND WAIVER

2.1. Genzyme hereby grants to EXACT, subject to all the terms and conditions of this Agreement, a worldwide, nonexclusive right and license (without the right to grant sublicenses) under the Patent Rights to: (a) use, offer to sell, sell and practice Diagnostic Services in the Field; (b) make, have made, use, offer to sell, sell and import Licensed Reagents in the Field; and (c) make, have made, use, offer to sell, sell and import Kits in the Field. Notwithstanding the foregoing, Genzyme hereby grants to EXACT the worldwide, non-exclusive right to convey to the end-user (purchaser) of FDA Approved Kits manufactured by EXACT the right to perform Diagnostic Services solely in conjunction with the use of FDA Approved Kits manufactured by or on behalf of EXACT (without the right to grant sublicenses).

2.2. The license granted hereunder shall not extend to Instruments. In the event that Genzyme becomes aware of any Instruments, Genzyme shall deliver written notice thereof to EXACT. In the event that after the Original Effective Date EXACT decides in good faith to develop Instruments for use in the Field and delivers written notice of such decision to Genzyme, Genzyme and EXACT shall, within thirty (30) days after Genzyme's receipt of such notification from EXACT, enter into good faith negotiations for a worldwide, non-exclusive license (without the right to grant sublicenses) to be granted by Genzyme to EXACT under the Patent Rights to make, use, offer to sell, sell and import Instruments in the Field. Any such license shall include commercially reasonable terms and conditions. In the event that Genzyme and EXACT are unable to reach agreement on the terms of any such license within ninety (90) days after the date Genzyme and EXACT commence negotiations for such license, then the dispute shall be immediately referred to one (1) executive officer of each party, chosen at the sole discretion of that party, who shall negotiate in good faith with each other to resolve the dispute during the period ending thirty (30) days after the date of such referral. If the designated officers of the parties are unable to resolve the dispute within such thirty (30) day period, the dispute shall be referred to arbitration pursuant to Article 11 hereof.

2.3. Each party (the " Granting Party ") hereby grants to the other party (the " Recipient ") a one-time waiver of any and all rights the Granting Party may have based on any breaches of the License Agreement by the Recipient that occurred prior to the Effective Date of this Agreement, including any and all amounts due to the Granting Party under the License Agreement, and further including any and all obligations of the Recipient that may be interpreted to have accrued under this Agreement prior to the Effective Date, in each case whether or not known to the Granting Party. In the case of a breach by the Recipient that first occurred prior to the Effective Date, but such breach continues after the Effective Date, the waiver and release granted in the prior sentence will only apply to the extent that the breach occurred prior to the Effective Date, provided that such waiver and release shall apply in connection with the disclosure by EXACT of the terms of the License Agreement with the Securities and Exchange Commission prior to the Effective Date as a result of the expiration of the confidential treatment request filed with the Securities and Exchange Commission for the License Agreement. The Granting Party will not assert any, and hereby releases the Recipient and its Affiliates, and their officers, directors, employees, agents, trustees, successors and assigns, from any and all, claims,

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rights, demands, actions, causes of action, suits, damages, losses, liabilities, obligations, matters and issues arising from any such breaches. This Section 2.3 shall apply to the Granting Party, the Granting Party's Affiliates and their successors and assigns.

ARTICLE 3. DILIGENCE

3.1. EXACT agrees to use commercially reasonable efforts to make (i) Diagnostic Services,(ii) Licensed Reagents and (iii) Kits available for the benefit of the general public consistent with regulatory compliance and public safety.

3.2. EXACT's material failure to perform in accordance with any subsection of Section 3.1 above shall be grounds for Genzyme to terminate the license under Section 2.1 above with respect to Diagnostic Services, Licensed Reagents or Kits, as applicable, pursuant to Section 7.8 hereof by delivering written notice of its intention to terminate to EXACT. If EXACT disputes Genzyme's determination, (i) EXACT shall deliver written notice of such dispute within ten (10) business days after its receipt of notice from Genzyme of its intent to terminate, (ii) the matter shall be referred to arbitration pursuant to Article 11hereof and (iii) EXACT's license under Section 2.1 above to the Diagnostic Services, Licensed Reagents or Kits, as applicable, and EXACT's obligations with respect thereto shall continue in full force and effect until the resolution of such arbitration.

3.3. Within thirty (30) days after the Original Effective Date and subsequently no later than May 1 and November 1 of each year, commencing on November 1, 1999, EXACT shall provide a written report to Genzyme on its research, development and commercialization efforts with respect to (i) Diagnostic Services, (ii)Licensed Reagents and (iii) Kits (each individually), which report shall cite specific goals and objectives in researching, developing and commercializing the licensed technology and methodology and progress in meeting these goals and objectives. If Genzyme does not receive any such report(s) in a timely manner, it shall notify EXACT of such delinquency in writing. EXACT shall have thirty (30) days from its receipt of such notice to provide Genzyme with any and all overdue report(s). Failure by EXACT to provide such overdue report(s) within said thirty (30) day period may constitute grounds for termination of this Agreement by Genzyme as provided for in Section 7.5 hereof; *provided , however* , that the number of days elapsed since EXACT first received notice from Genzyme of the delinquent reports shall be counted for purposes of determining the sixty (60) day period described in Section 7.5 hereof.

ARTICLE 4. PAYMENTS

4.1. In partial consideration for the license granted hereunder, and upon the Original Effective Date, EXACT agrees to pay Genzyme [*********], which amount shall not be creditable against any other amounts payable by EXACT to Genzyme hereunder. Such [*********] payment has been made and no further upfront payment is due upon the Effective Date.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

4.2. EXACT shall pay to Genzyme during the term of this Agreement a royalty calculated as follows:

(a) before a total of [********] tests on individual patient samples in the aggregate have been sold by EXACT, whether sold by EXACT as Diagnostic Services or sold by or on behalf of EXACT as part of Licensed Reagents or Kits manufactured by or on behalf of EXACT,

(i) if the average gross sale price of such Diagnostic Services, Licensed Reagents or Kits is equal to or greater than [********], then the royalty shall be (i) the greater of [********] of Net Service Revenue worldwide or [********] per Diagnostic Service sold by EXACT, plus (ii) the greater of [********] of Net Sales worldwide or [********] per test included in the Licensed Reagent or Kit sold by or on behalf of EXACT; and

(ii) if the average gross sale price of such Diagnostic Services, Licensed Reagents or Kits is less than [********], then the royalty shall be (i) [********] per Diagnostic Service sold by EXACT, plus (ii) [********] per test included in the Licensed Reagent or Kit sold by or on behalf of EXACT.

(b) after [********] tests on individual patient samples in the aggregate have been sold by EXACT, whether sold by EXACT as Diagnostic Services or sold by or on behalf of EXACT as part of Licensed Reagents or Kits manufactured by or on behalf of EXACT,

(i) if the average gross sale price of such Diagnostic Services, Licensed Reagents or Kits is equal to or greater than [********], then the royalty shall be (i) the greater of [********] of Net Service Revenue worldwide or [********] per Diagnostic Service sold by EXACT, plus (ii) the greater of [********] of Net Sales worldwide or [********] per test included in the Licensed Reagent or Kit sold by or on behalf of EXACT; and

(ii) if the average gross sale price of such Diagnostic Services, Licensed Reagents or Kits is less than [********], then the royalty shall be (i) [********] per Diagnostic Service sold by EXACT, plus (ii) [********] per test included in the Licensed Reagent or Kit sold by or on behalf of EXACT.

(c) for revenue, other than Net Sales and Net Services Revenue, generated by EXACT by exploiting the rights granted by Genzyme under this Agreement, [********] of such revenue.

For clarity, (i) the foregoing royalties and the milestones set forth in Section 4.5 that are applicable to Diagnostic Services shall only apply to Diagnostic Services performed by EXACT and not by end-users (purchasers) and (ii) for purposes of this Section 4.2, the

average gross sales price of Licensed Reagents and Kits shall be calculated over the applicable calendar quarter for which royalties are payable.

4.3. (a) With respect to the licenses granted for Diagnostic Services, EXACT shall pay Genzyme a minimum royalty of, (i) before a Triggering Event has occurred, [********] per year, (ii) if a Triggering Event has occurred at any time prior to the [********] anniversary of the Effective Date of this Agreement, [********] per year, (iii) if a Triggering Event has occurred at any time on or after the [********] anniversary of the Effective Date and prior to the [********] anniversary of the Effective Date, [********] per year, and (iv) if a Triggering Event has occurred at any time on or after the [********] anniversary of the Effective Date, [********] per year. In each case, the minimum royalty will be payable on January 1 of each year with respect to the licenses granted for Diagnostic Services; provided , however , that the minimum royalty for a given year shall be creditable against any royalties subsequently due during said year under Section 4.2. For clarity, if a Triggering Event occurs in such a year, the applicable minimum royalty described in clauses (ii) through (iv) in this Section 4.3(a) shall not apply until January 1 of the year following the occurrence of such Triggering Event, unless such Triggering Event occurs on January 1 of a year.

(b) With respect to the licenses granted for Licensed Reagents and Kits, EXACT shall pay Genzyme a minimum royalty of, (i) before a Triggering Event has occurred, [********] per year, (ii) if a Triggering Event has occurred at any time prior to the [********] anniversary of the Effective Date of this Agreement, [********] per year, (iii) if a Triggering Event has occurred at any time on or after the [********] anniversary of the Effective Date and prior to the [********] anniversary of the Effective Date, [********] per year, and (iv) if a Triggering Event has occurred at any time on or after the [********] anniversary of the Effective Date, [********] per year. In each case, the minimum royalty will be payable on January 1 of each year with respect to the licenses granted for Licensed Reagents and Kits; provided , however , that the minimum royalty for a given year shall be creditable against any royalties subsequently due during said year under Section 4.2. For clarity, if a Triggering Event occurs in such a year, the applicable minimum royalty described in clauses (ii) through (iv) in this Section 4.3(b) shall not apply until January 1 of the year following the occurrence of such Triggering Event, unless such Triggering Event occurs on January 1 of a year.

(c) Waiver or deferral of any minimum royalty payment by Genzyme shall not be construed as waiver or deferral of any such subsequent payment.

4.4. (a) In the event that the First Commercial Sale of a Diagnostic Service by EXACT has not occurred within [********] after the Effective Date, EXACT shall pay Genzyme an annual maintenance fee of [********] payable on each anniversary of the Effective Date commencing with the [********] anniversary of the Effective Date; *provided , however* , that if EXACT has submitted a *bona fide* application to the U.S. Food and Drug Administration or the equivalent authority at that time (" FDA ") to obtain final marketing approval for a Diagnostic Service within said [********] period and EXACT's failure to make such First Commercial Sale is due to delays in obtaining such approval that are

caused by the FDA and are not related to a substantial deficit in said application, then Genzyme may elect, in its sole discretion, acting reasonably, to extend said [********] period and shall notify EXACT in writing of any such determination and election and of the amount of time by which such period has been extended; *provided further* that if the parties disagree as to whether said application contained a substantial deficit and the time for resolution of such deficit, the dispute shall be referred to arbitration pursuant to Article 11 hereof and, until final resolution of the dispute, EXACT shall deposit any amounts otherwise due and payable to Genzyme under this Section4.4(a) into an escrow account established by EXACT exclusively for such purpose in a recognized commercial banking institution reasonably selected by EXACT and promptly identified by written notice from EXACT to Genzyme. If the arbitrator resolves the dispute in favor of Genzyme, then the amounts held in escrow *plus* all interest accrued thereon shall be promptly paid to Genzyme in same day funds. Amount payable under this Section 4.4(a) shall not be creditable against any royalties or other payments due during said year under this Article 4. Waiver or deferral of any maintenance fee by Genzyme shall not be construed as waiver or deferral of any such subsequent payment.

(b) In the event that the First Commercial Sale of a Kit by EXACT has not occurred within [********] after the Effective Date and the license granted pursuant to Section 2.1 (c) hereof has not been terminated by Genzyme pursuant to Section 7.7 hereof, EXACT shall pay Genzyme an annual maintenance fee of [********] payable on each anniversary of the Effective Date commencing with the [********] anniversary of the Effective Date; *provided , however* , that if EXACT has submitted a *bona fide* application to the FDA to obtain final marketing approval for a Kit prior to [********] and EXACT's failure to make such First Commercial Sale is due to delays in obtaining such approval that are caused by the FDA and are not related to a substantial deficit in said application, then Genzyme may elect, in its sole discretion, acting reasonably, to extend said [********] period and shall notify EXACT in writing of any such determination and election and of the amount of time by which such period has been extended; *provided further* that if the parties disagree as to whether said application contained a substantial deficit and the time for resolution of such deficit, the dispute shall be referred to arbitration pursuant to Article 11 hereof and, until final resolution of the dispute, EXACT shall deposit any amounts otherwise due and payable to Genzyme under this Section 4.4(b) into an escrow account established by EXACT exclusively for such purpose in a recognized commercial banking institution reasonably selected by EXACT and promptly identified by written notice from EXACT to Genzyme. If the arbitrator resolves the dispute in favor of Genzyme, then the amounts held in escrow *plus* all interest accrued thereon shall be promptly paid to Genzyme in same day funds. Amount payable under this Section 4.4(b) shall not be creditable against any royalties or other payments due during said year under this Article 4. Waiver or deferral of any maintenance fee by Genzyme shall not be construed as waiver or deferral of any such subsequent payment.

4.5. (a) EXACT shall pay Genzyme a one-time milestone payment in the amount of [********] within [********] after first receiving FDA Approval. Such amount shall not be creditable against any royalties or other payments due under this Article 4.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act; [*] denotes omissions.

(b) EXACT shall pay Genzyme a one-time milestone payment in the amount of [********] within [********] after EXACT has sold [********] tests on individual patient samples in the aggregate, whether sold as Diagnostic Services or as part of Licensed Reagents or Kits.

(c) EXACT shall pay Genzyme a one-time milestone payment in the amount of [********] within [********] after EXACT has sold [********] tests on individual patient samples in the aggregate, whether sold as Diagnostic Services or as part of Licensed Reagents or Kits.

(d) For clarification, once EXACT has made any particular milestone payment under this Section 4.5, EXACT will not be obligated to make any payment under this Section 4.5 with respect to the reoccurrence of the same milestone.

4.6. Payment of royalties specified in Section 4.2 shall be made by EXACT to Genzyme within forty-five (45) days after March 31, June 30, September 30 and December 31 each year during the term of this Agreement covering Net Sales and Net Service Revenues during the preceding calendar quarter. The last such payment shall be made within forty-five (45) days after the expiration or earlier termination of this Agreement.

4.7. No multiple royalties shall be payable on any Diagnostic Service, Licensed Reagent or Kit because such Diagnostic Service, Licensed Reagent or Kit or its practice, manufacture, use, importation or sale is or shall be covered by more than one of the Patent Rights.

4.8. All payments to be made under this Article 4 shall be paid in United States dollars, in Boston, Massachusetts or at such other place and in such other way as Genzyme may reasonably designate in writing, without deduction of exchange, collection or other charges. Conversion of foreign currency into United States dollars shall be calculated using the applicable exchange rate as published in The Wall Street Journal on the date that the payment is first due and payable. If by law, regulation or fiscal policy of a particular country, conversion into United States dollars or transfers of funds of a convertible currency to the Untied States is restricted or forbidden, EXACT shall give Genzyme prompt written notice of such restriction or prohibition, which notice shall satisfy the forty-five (45) day payment deadline set forth in Section 4.6. EXACT shall pay any amounts due to Genzyme through whatever lawful methods Genzyme reasonably designates in writing; *provided , however* , that if Genzyme fails to designate such payment method within thirty (30) days after Genzyme is notified of the restriction, EXACT may deposit such payment in local currency to the credit of Genzyme in a recognized commercial banking institution reasonably selected by EXACT and promptly identified by written notice from EXACT to Genzyme, and such deposit shall fulfill all obligations of EXACT to Genzyme with respect to such payment.

4.9. In the event that any payment due hereunder is not made when due, the payment shall accrue interest beginning on the first day following the due date as herein specified, calculated at the annual rate of the sum of [********], the interest being compounded on

the last day of each calendar quarter; provided, that in no event shall said annual rate exceed the maximum legal interest rate in Massachusetts. The payment of such interest shall not foreclose Genzyme from exercising any other rights it may have as a consequence of the lateness of any payment.

4.10. Royalty payments and other payments due to Genzyme under this Agreement shall not be reduced by reason of any withholding or similar taxes applicable to such payments to Genzyme.

4.11. [********]

ARTICLE 5. REPORTS AND RECORDS

5.1. EXACT shall maintain true, accurate and complete books of account, records and files containing an accurate record of all data reasonably necessary for the full computation and verification of sales and the determination of the amounts payable under Article 4 hereof for a period of at least four (4) years following the period of each report required by Section 5.2 below. Said books and records shall be kept at EXACT's principal place of business and shall be in accordance with generally accepted accounting principles, consistently applied. Said books and records, to the extent not previously audited, shall be available for inspection by an independent certified public accountant selected by Genzyme (or its licensor of the Patent Rights) and reasonably acceptable to EXACT, upon ten (10) business days advance written notice and during regular business hours, for three (3) years following the end of the calendar year to which they pertain in order to enable Genzyme (or its licensor of the Patent Rights) to ascertain the correctness of any report and/or payment made under this Agreement. Such inspections may be conducted no more than once in any twelve (12) month period and, except as provided below, shall be conducted at the expense of Genzyme (or its licensor, as the case may be). If such examination reveals that royalties have been misstated, any adjustment shall be promptly refunded or paid, as appropriate. Genzyme (or its licensor, as the case may be) shall pay the fees and expenses of the accountant engaged to perform the audit, unless such audit reveals an underpayment of five percent (5%) or more for the period examined, in which case EXACT shall pay all reasonable costs and expenses incurred by Genzyme (or its

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licensor, as the case may be) in the course of making such determination, including without limitation the fees and expenses of the accountant.

5.2. Within forty-five (45) days after March 31, June 30, September 30 and December 31, of each year in which this Agreement is in effect, EXACT shall deliver to Genzyme full, true and accurate reports of its activities relating to this Agreement during the preceding three month period. These reports shall include at least the following:

(a) the total actual billings for Diagnostic Services on a country-by-country basis during the applicable period;

(b) the total gross sales of Licensed Reagents and Kits, each individually, on a country-by-country basis during the applicable period;

(c) the calculation of Net Service Revenues and Net Sales on a country-by-country basis for the applicable period, including a detailed listing of the applicable deductions permitted under Sections 1.15 and 1.16 hereof on an item-by-item basis and a detailed explanation of the calculation of Net Service Revenues and Net Sales of any Combination Services or combination products; and

(d) the calculation of total royalties due in U.S. dollars, together with the exchange rates used for conversion, to the extent applicable.

5.3. With each such report, EXACT shall pay to Genzyme the royalties due and payable as provided for in Section 4.2. To the extent that royalties for the applicable period are creditable against minimum royalties paid pursuant to Section 4.3 hereof, EXACT shall so report. If no royalties are due, EXACT shall so report.

ARTICLE 6. PATENT PROSECUTION; INFRINGEMENT

6.1. The prosecution, filing and maintenance of all patents and the expense thereof shall be the responsibility of Genzyme (and/or its licensor of the Patent Rights).

6.2. (a) EXACT agrees to provide Genzyme with prompt written notice after becoming aware of any infringement of any of the Patent Rights.

(b) Genzyme (or its licensor, as the case may be) shall have the right, under its control and at its expense, to prosecute any third party infringement of the Patent Rights or to defend the Patent Rights in any declaratory judgment action brought by a third party which alleges the invalidity, unenforceability or non-infringement of any Patent Right. EXACT agrees to cooperate fully in any action under this Section 6.2, provided that Genzyme (or its licensor, as the case may be) reimburses EXACT for its reasonable costs and expenses incurred in connection with providing such assistance.

(c) In the event that

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(i) EXACT notifies Genzyme that a third party is conducting activities in the Field that infringe the Patent Rights in any country,

(ii) said third party continues to infringe for [********] after receipt by Genzyme of such notice and does not obtain a license from Genzyme under the applicable Patent Rights within such period, and

(iii) EXACT can demonstrate to Genzyme's reasonable satisfaction through written documentation that (A) EXACT has Net Sales or Net Service Revenues in one or more countries in which there is any Valid Claim within the Patent Rights, and (B) the infringing activities of said third party have resulted in annualized income to said third party equal to or greater than (x) [********] worldwide in countries in which there is any Valid Claim within the Patent Rights (determined based on Net Sales or Net Service Revenues of the [********]) or (y) [********] of EXACT's annualized Net Sales or Net Service Revenues (as applicable) worldwide in countries in which there is any Valid Claim within the Patent Rights (determined based on Net Sales or Net Service Revenues of the [********]), whichever is greater,

then, after making such a demonstration, EXACT may withhold up to [********] of the royalty payments that would otherwise be payable to Genzyme on Net Services Revenues from Diagnostic Services covered in whole or in part by the infringed Patent Rights or on Net Sales of Licensed Reagents or Kits covered in whole or in part by the infringed Patent Rights, as applicable, in such countries until such time as the infringement is abated; *provided , however ,* that in the event that Genzyme (or its licensor, as the case may be) either (A) fails to use good faith efforts to undertake the prosecution of such third party infringement or otherwise Resolve such infringement within two hundred and forty (240) days after receipt by Genzyme of the notice delivered by EXACT pursuant to clause (c)(i) above or (B) delivers written notice to EXACT that Genzyme (or its licensor, as the case may be) does not intend to undertake the prosecution of such third party infringement, then EXACT may withhold [********] of the aforementioned royalty payments; *provided further* that, if EXACT withholds such royalty payments and Genzyme (or its licensor, as the case may be) either successfully Resolves such infringement or undertakes the prosecution of such third party infringement and obtains a favorable judgment, settlement, consent judgment or other final disposition of the suit, EXACT shall resume full payment of the aforementioned royalties due under this Agreement on Net Service Revenues and Net Sales in such countries upon receipt of either written notice of the successful abatement of such infringement by prosecution or Resolution signed by an officer of Genzyme or a copy of an official, written evidence of such favorable judgment, settlement, consent judgment or other final disposition; *provided further* that in the event that Genzyme (or its licensor, as the case may be) undertakes the prosecution of such infringement and obtains a favorable settlement, an order to dismiss shall constitute adequate official written evidence for purposes of this sentence. For purposes of this clause (c), " Resolve(s) " or " Resolution " means the cessation of such third party infringement other than as a result of prosecution, including

without limitation the grant of a nonexclusive license under the Patent Rights or the discontinuance by such third party of the infringing activities.

(d) If Genzyme notifies EXACT in writing within ten (10) days of receiving written documentation pursuant to Section 6.2(c)(iii) above that Genzyme is not reasonably satisfied that EXACT has demonstrated conditions sufficient to justify the withholding of royalty payments under Section 6.2(c) above, then, until final resolution of the dispute, EXACT shall deposit all withheld royalty payments otherwise due and payable to Genzyme into an escrow account established by EXACT exclusively for such purpose in a recognized commercial banking institution reasonably selected by EXACT and promptly identified by written notice from EXACT to Genzyme. If the parties are unable to resolve the dispute within thirty (30) days after EXACT's receipt of Genzyme's notice, then the dispute shall immediately be referred to one (1) executive officer of each party, chosen in the sole discretion of that party, who shall negotiate with each other in good faith to resolve the dispute during the period ending thirty (30) days after the date of such referral. If the designated officers of the parties are unable to resolve the dispute within such thirty (30) day period, the dispute shall be referred to arbitration pursuant to Article 11 hereof. If such officers or the arbitrator, as applicable, resolves the dispute in favor of Genzyme, then the amounts held in escrow plus all interest accrued thereon shall be promptly paid to Genzyme in same day funds and EXACT shall resume full payment of royalties under this Agreement.

(e) In the event that EXACT withholds royalty payments pursuant to Section 6.2(c), EXACT shall include the amount of such withheld royalties and the basis for the calculation thereof on a country-by-country basis in the reports deliverable by EXACT to Genzyme pursuant to Section 5.2 hereof as distinct line items.

(f) EXACT hereby acknowledges and agrees that Roche has rights under the Patent Rights under an agreement with JHU and, therefore, activities by Roche in accordance with such agreement with JHU will not be subject to this Section 6.2.

ARTICLE 7. TERM AND TERMINATION

7.1. Unless earlier terminated as hereinafter provided, this Agreement shall remain in full force and effect until the expiration of the last to expire Patent Rights. Royalties on Net Service Revenues from Diagnostic Services and on Net Sales of Licensed Reagents and Kits covered by the Gene Patent Rights shall cease upon the expiration of the last to expire Gene Patent Right. Royalties on Net Service Revenues of Diagnostic Services and on Net Sales of Licensed Reagents and Kits covered by the Methodology Patent Rights shall cease upon the expiration of the last to expire Methodology Patent Right.

7.2. If (a) Genzyme, acting reasonably, determines that EXACT has ceased to carry on its business with respect to the performance of Diagnostic Services in the Field and/or the provision of Licensed Reagents and/or Kits in the Field in any country in North America or Europe for a period of more than [********] with no plan to resume such business within the following [********], then (b) Genzyme shall have the right to terminate this

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Agreement and all rights, privileges and license hereunder granted with respect to such Diagnostic Services and/or Licensed Reagents and/or Kits, as applicable, upon [********] prior written notice to EXACT; *provided , however ,* that if EXACT is temporarily unable to carry on such business due to a corporate reorganization or restructuring of EXACT, then the [********] time period set forth in clause (a) of this Section 7.2 shall be reasonably extended to accommodate such corporate circumstance by a period to be mutually agreed upon by the parties, which extension period shall not exceed [********]. Such termination shall become effective immediately upon the conclusion of such notice period unless EXACT shall have resumed such business in good faith prior to the expiration of such notice period.

7.3. Should EXACT fail to pay Genzyme any amounts as are due and payable hereunder, Genzyme shall have the right to terminate this Agreement upon forty-five (45) days prior written notice, unless EXACT shall pay Genzyme within said forty-five (45) day period such delinquent amounts and all interest due and payable thereon. If EXACT shall not have paid all such delinquent amounts and interest due and payable thereon within said period, Genzyme, at its sole option, may immediately terminate this Agreement and all rights, privileges and license hereunder granted.

7.4. EXACT shall have the right to terminate this Agreement and all rights, privileges and license hereunder granted at any time upon one hundred eighty (180) days prior written notice to Genzyme.

7.5. Upon any material breach or default of this Agreement by EXACT, other than those delineated in Sections 7.2 and 7.3, which shall always take precedence in that order over any material breach or default referred to in this Section 7.5, Genzyme shall have the right to terminate this Agreement and the rights, privileges and license hereunder granted upon sixty (60) days prior written notice to EXACT. Such termination shall become effective immediately at the conclusion of such notice period unless EXACT shall have cured any such breach or default prior to the expiration of said sixty (60) day period.

7.6. (a) If no royalties have been paid by EXACT with respect to any Diagnostic Service within [********] after the First Commercial Sale by EXACT of a Diagnostic Service, the rights, privileges and license granted under this Agreement to EXACT under Section2.1 (a) hereof shall automatically terminate.

(b) If no royalties have been paid by EXACT with respect to any Licensed Reagent within [********] after the First Commercial Sale of a Licensed Reagent, the rights, privileges and license granted under this Agreement to EXACT under Section 2.1 (b) hereof shall automatically terminate.

7.7. (a) If EXACT fails to make a 510(k) or PMA submission for a Kit to the FDA (or the equivalent of such submissions as may be required by the FDA at such time) on or before [********], Genzyme may, in its sole discretion, elect to terminate the rights, privileges and license granted under Section 2.1 (c) hereof in any or each country in which

Genzyme has Patent Rights unless such license grant is sooner terminated according to the terms of this Agreement.

(b) If EXACT fails to achieve annual Net Sales of Licensed Reagents and Kits for use in the Field of [********] or more within [********] after the First Commercial Sale of a Kit, Genzyme may, in its sole discretion, elect to terminate the rights, privileges and license granted under Section 2.1 (c) hereof in any and each country in which Genzyme has Patent Rights unless such license grant is sooner terminated according to the terms of this Agreement.

7.8. If EXACT materially fails to perform in accordance with clauses (i), (ii) or (iii) of Section 3.1 hereof, Genzyme may elect to terminate the rights, privileges and license granted under Section 2.1 with respect to the subject matter of the clause or clauses of Section 3.1 under which EXACT has materially failed to perform, as set forth in Section 3.2, hereof upon thirty (30) days prior written notice to EXACT. Notwithstanding the foregoing, any termination of the license granted under any one clause of Section 2.1 pursuant to this Section 7.8 will be effective only with respect to the subject matter of the clause of Section 3.1 under which EXACT has materially failed to perform, and the remaining clauses of Section 3.1 and the remaining rights granted under 2.1 shall be unaffected by such termination.

7.9. Upon any termination of this Agreement in its entirety or any of the rights, privileges and licenses granted under Section 2.1 hereof, EXACT shall be entitled to finish any work-in-progress and to sell any completed inventory of Licensed Reagents or Kits, as applicable, which remain on hand as of the date of the termination provided that EXACT pays Genzyme the royalties applicable to said subsequent sales in accordance with the terms and conditions set forth in this Agreement.

7.10. (a) In the event that Genzyme terminates this Agreement and the rights, privileges and licenses hereunder granted pursuant to Section 7.2 above, then Genzyme shall refund to EXACT the *pro rata* share of the amount equal to the sum of (i) any payment made by EXACT pursuant to Section 4.3 hereof on January 1 of the calendar year in which the effective date of such termination falls *plus* (ii) any payment made by EXACT pursuant to Section 4.4 hereof on the anniversary of the Original Effective Date immediately preceding the effective date of such termination *plus* (iii) one-half of any payment made by EXACT pursuant to Section 4.5 hereof if the license granted under Section 2.1 (c) is being terminated and if such payment was made by EXACT within the six (6) month period immediately preceding the effective date of such termination less (iv) the aggregate amount of any payments made by Genzyme to JHU in that Year under the JHU License Agreement based on the payments described in clauses (i), (ii) and (iii) above.

(b) In the event that Genzyme terminates the license granted under Section 2.1 (a) hereof with respect to Diagnostic Services pursuant to Section 7.6 or 7.8 hereof, then Genzyme shall refund to EXACT the *pro rata* share of the amount equal to the sum of (i) any payment made by EXACT pursuant to Section 4.3(a) hereof on January 1 of the calendar year in which the effective date of such termination falls *plus* (ii) any payment

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made by EXACT pursuant to Section 4.4(a) hereof on the anniversary of the Original Effective Date immediately preceding the effective date of such termination less (iii) the amount of any payment made by Genzyme to JHU in that Year based on the payments described in clauses (i) and (ii) above.

(c) In the event that Genzyme terminates the rights, privileges and license granted under Section 2.1 (b) or (c) hereof with respect to Licensed Reagents and Kits pursuant to Sections 7.7 or 7.8 hereof, then Genzyme shall refund to EXACT the *pro rata* share of the amount equal to the sum of (i) any payment by EXACT to Genzyme pursuant to Section 4.3(b) hereof on January 1 in which the calendar year of the effective date of such termination falls *plus* (ii) any payment made by EXACT pursuant to Section 4.4(b) hereof on the anniversary of the Original Effective Date immediately preceding the effective date of such termination *plus* (iii) one-half of any payment made by EXACT pursuant Section 4.5 hereof to if the license granted under Section 2.1 (c) is being terminated and if such payment was made to Genzyme within six (6) months immediately preceding the effective date of such termination less (iv) the aggregate amount of any payments made by Genzyme to JHU in that Year based on the payments described in clauses (i), (ii) and (iii) above.

(d) The *pro rata* share of any amounts to be refunded by Genzyme pursuant to this Section 7.10 shall be determined based on either (i) the portion of the twelve (12) month period after said anniversary of the Original Effective Date or (ii) the portion of said calendar year, as applicable, during which this Agreement shall not be in effect. In no event shall any amounts be refundable by Genzyme to the extent they have been credited by Genzyme against royalties payable by EXACT in accordance with Sections 4.3 and/or 4.4 hereof. Interest paid to Genzyme pursuant to Section 4.9 hereof or on any amounts held in escrow during the pendency of a dispute shall not be included in the calculation of any amounts refundable by Genzyme.

(e) Any and all amounts refundable by Genzyme to EXACT pursuant to this Section 7.10 shall be paid to EXACT within thirty (30) days after the applicable effective date of the termination.

7.11. Upon the expiration or the earlier termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such expiration or the termination. The provisions of Articles 5, 8, 10, 11, 13, 18 and 21, Section 4.6, 7.9, 7.10 and this Section 7.11 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

8.1. (a) Subject to the provisions of Section 8.3 hereof, EXACT shall indemnify, defend and hold harmless Genzyme, JHU, The John Hopkins Health System (" JHHS ") and their respective present and former officers, directors, trustees, employees, consultants, agents, students, faculty, treating and consulting physicians, inventors of the Patent Rights, subsidiaries, successors, heirs and assigns (collectively, the " Genzyme Indemnitees ")

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against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Genzyme Indemnitees, or any one of them, in connection with any claims, suits, actions, demands or judgments arising out of (i) the design, sale, use, manufacture or promotion by EXACT and its officers, directors, employees, representatives and agents, of any process, service or product relating to, or developed, manufactured, used or commercialized pursuant to, this Agreement and (ii) the practice and use of the Patent Rights by EXACT and its officers, directors, employees, representatives and agents.

(b) EXACT's indemnification under this Section 8.1 shall not apply to any liability, damage, loss or expense to the extent that it is directly attributable to the negligence, reckless misconduct or intentional misconduct of the Genzyme Indemnitees.

(c) EXACT agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against any Genzyme Indemnitee with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought, such attorneys to be reasonably acceptable to Genzyme and not to be subject to any conflict of interest in representing any of the Genzyme Indemnitees nor to have been deemed within the preceding ten (10) years by any Genzyme Indemnitee to have provided unsatisfactory legal representation of such Genzyme Indemnitee.

8.2. (a) Subject to the provisions of Section 8.3 hereof Genzyme shall indemnify, defend and hold harmless EXACT and its present and former officers, directors, employees, agents, consultants, successors, heirs and assigns (collectively, the " EXACT Indemnitees ") against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the EXACT Indemnitees, or anyone of them, in connection with any claims, suits, actions, demands or judgments arising out of (i) the design, sale, use, manufacture or promotion by Genzyme and its officers, directors, employees, representatives and agents, of any process, service or product utilizing the Patent Rights in the Field and (ii) the practice and use of the Patent Rights in the Field by Genzyme and its officers, directors, employees, representatives and agents.

(b) Genzyme's indemnification under this Section 8.2 shall not apply to any liability, damage, loss or expense to the extent it is directly attributable to the negligence, reckless misconduct or intentional misconduct of the EXACT Indemnitees.

(c) Genzyme agrees, at its own expenses to provide attorneys to defend against any actions brought or filed against any EXACT Indemnitee with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought, such attorneys to be reasonably acceptable to EXACT and not to be subject to any conflict of interest in representing any of the EXACT Indemnitees not to have been deemed within the preceding ten (10) years by any EXACT Indemnitee to have provided unsatisfactory legal representation of such EXACT Indemnitee.

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8.3. In the event any such action is commenced or claim made or threatened against an indemnified party covered by Section 8.1 or 8.2 hereof, the indemnified party shall promptly notify the indemnifying party in writing of such event. The failure of indemnified party to deliver notice to the indemnifying party within a reasonable time after the commencement of any such action, if materially prejudicial to the ability of the indemnifying party to defend such action, shall relieve the indemnifying party of any liability to the indemnified party under this Article 8 solely with respect to such action, but the failure to deliver notice to the indemnifying party will not relieve it of any liability with respect to such action that it may have to the indemnified party otherwise than under this Article 8. The indemnifying party shall assume, with the reasonable cooperation of the indemnified party, the investigation and defense of, and may settle that part of, any such claim or action commenced or made against the indemnified party which relates to the indemnifying party's indemnification and the indemnifying party may take such other steps as may be necessary to protect itself. The indemnifying party shall not be liable to indemnified party on account of any settlement of any such claim or litigation affected without the indemnifying party's express written consent, which consent shall not be unreasonably withheld or delayed. The right of the indemnifying party to assume the defense of any action shall be limited to that part of the action commenced against an indemnified party which relates to the indemnifying party's obligation of indemnification and holding harmless.

8.4. (a) Beginning at such time as any Diagnostic Service, Licensed Reagent or Kit relating to, or developed pursuant to, this Agreement is being made available (other than for the purpose of obtaining regulatory approvals) by EXACT, EXACT shall, at its sole cost and expense, procure and maintain commercial general liability insurance, applicable worldwide, in amounts not less than [********] per incident and [********] annual aggregate and naming Indemnitees as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) contractual liability coverage for EXACT's indemnification under Section 8.1 of this Agreement. If EXACT elects to self-insure all or part of the limits described above (including deductibles or retentions that are in excess of [********] annual aggregate) such self-insurance program must be acceptable to Genzyme. The minimum amounts of insurance coverage required under this Section 8.4(a) shall not be construed to create a limit of EXACT's liability with respect to its indemnification obligation under Section 8.1 of this Agreement.

(b) Genzyme shall, at its sole cost and expense, procure and maintain commercial general liability insurance, applicable worldwide, in amounts not less than [********] per incident and [********] annual aggregate and naming the EXACT Indemnitees as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) contractual liability coverage for Genzyme's indemnification under Section 8.2 of this Agreement. If Genzyme elects to self-insure all or part of the limits described above (including deductibles or retentions that are in excess of [********] annual aggregate) such self-insurance program must be acceptable to EXACT. The minimum amounts of insurance coverage required under this Section 8.4(a)

shall not be construed to create a limit of Genzyme's liability with respect to its indemnification obligation under Section 8.2 of this Agreement.

(c) Each party shall provide the other with written evidence of such insurance upon request of the other party. Each party shall provide the other with written notice at least thirty (30) days prior to the cancellation, non-renewal or material change in such insurance. If such party does not obtain replacement insurance providing comparable coverage within such thirty (30) day period, the other party shall have the right to terminate this Agreement and the rights, privileges and license granted hereunder effective at the end of such thirty (30) day period without any notice or additional waiting periods.

(d) Each party shall maintain such comprehensive general liability insurance beyond the expiration or termination of this Agreement during (a) the period that any process, service or product relating to, or developed pursuant to, this Agreement is being made available (other than for the purpose of obtaining regulatory approvals) by EXACT and (b) a reasonable period after the period referred to in clause (a) above which in no event shall be less than fifteen (15) years.

ARTICLE 9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1. (a) Genzyme hereby represents and warrants to EXACT that it has the right and power to enter into this Agreement, to extend the rights and licenses granted herein and to perform its obligations hereunder, and that this Agreement is a valid and binding agreement, enforceable in accordance with its terms.

(b) Genzyme further represents and warrants to EXACT that Genzyme is not in material breach of the JHU License Agreement as of the Original Effective Date, and that Genzyme will use commercially reasonable and diligent efforts to comply with all of its material obligations and duties with regard to the Patent Rights under the JHU License Agreement, including without limitation any provisions of the JHU Agreement as may be reasonably necessary to maintain in effect this Agreement or preserve EXACT's rights under this Agreement, including without limitation the preservation of EXACT's rights hereunder in the event that Genzyme shall breach or default on its obligations under the JHU License Agreement.

(c) EXACT hereby represents and warrants to Genzyme that it has the right and power to enter into this Agreement and to perform its obligations hereunder, and that this Agreement is a valid and binding agreement, enforceable in accordance with its terms. EXACT agrees that it shall comply with all applicable local, state, Federal and international laws and regulations relating to the development, design, manufacture, sale, use in commerce and promotion of Diagnostic Services, Licensed Reagents and Kits.

9.2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 9.1, GENZYME MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF

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FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PATENT, TRADEMARK, SOFTWARE, NONPUBLIC OR OTHER INFORMATION, OR TANGIBLE RESEARCH PROPERTY, LICENSED OR OTHERWISE PROVIDED TO EXACT HEREUNDER AND HEREBY DISCLAIMS THE SAME.

9.3. GENZYME DOES NOT WARRANT THE VALIDITY OF THE PATENT RIGHTS LICENSED HEREUNDER AND MAKES NO REPRESENTATION WHATSOEVER WITH REGARD TO THE SCOPE OF THE LICENSED PATENT RIGHTS OR THAT SUCH PATENT RIGHTS MAY BE EXPLOITED BY EXACT WITHOUT INFRINGING OTHER PATENTS.

9.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH OF THE PARTIES HERETO DISCLAIMS ALL OBLIGATIONS ON THE PART OF SUCH PARTY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES AND EXPENSES, AND COURT COSTS (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES, FEES, EXPENSES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE, SALE OR PROVISION OF THE LICENSED REAGENTS, DIAGNOSTIC SERVICES UTILIZING THE LICENSED PROCESSES AND KITS BY THE OTHER PARTY. EXACT ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY A LICENSED REAGENT, DIAGNOSTIC SERVICE OR KIT MANUFACTURED, USED, SOLD OR PROVIDED BY EXACT. GENZYME ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY A LICENSED REAGENT, DIAGNOSTIC SERVICE OR KIT MANUFACTURED, USED, SOLD OR PROVIDED BY GENZYME.

ARTICLE 10. NOTICES

10.1. Any consent, notice or report required or permitted to be given or made under this Agreement shall be in writing, delivered (i) by certified or registered mail (postage prepaid, return receipt requested), (ii) by facsimile (and promptly confirmed by personal delivery, courier or next business day service of a nationally recognized courier service of good repute), (iii) by a next business day service of a nationally recognized courier service of good repute (with evidence of delivery) or (iv) by courier (postage prepaid and signature required), and in any case addressed to the other party at its address set forth in this Article 10, and shall be effective upon receipt by the addressee.

10.2. Reports, notices and other communications from EXACT to Genzyme as provided hereunder shall be sent to:

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Genzyme Genetics
1700 West Park Drive
Westborough, Massachusetts 01581
Attn: Sr. Vice President & General Manager
Fax: (508) 870-7504
Phone: (508) 870-5232

with a copy to:

Genzyme Corporation
500 Kendall Street
Cambridge, Massachusetts 02142
Attn: General Counsel
Fax: (617) 252-7553
Phone: (617) 252-7500

or to such other individual or address as shall hereafter be furnished by written notice to EXACT in accordance with this Article 10.

10.3. Reports, notices and other communications from Genzyme to EXACT as provided hereunder shall be sent to:

EXACT Sciences Corporation
100 Campus Drive
Marlborough, Massachusetts 01752
Attn: Chief Executive Officer
Fax: (508) 683-1201
Phone: (508) 683-1200

with a copy to:

Goodwin|Procter LLP
53 State Street
Boston, Massachusetts 02109
Attn: Edward A. King, Esq. & Kingsley L. Taft, Esq.
Fax: (617) 523-1231
Phone: (617) 570-1000

or to such other individual or address as shall hereafter be furnished by written notice to Genzyme in accordance with this Article 10.

ARTICLE 11. ARBITRATION

11.1. Any controversy or claim arising out of, or relating to any provisions of this Agreement or the breach thereof which cannot otherwise be resolved by good faith negotiations between the parties, or by any form of Alternate Dispute Resolution other than arbitration

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which may be mutually acceptable to the parties, shall be resolved by final and binding arbitration in Boston, Massachusetts under the rules of the American Arbitration Association, or the Patent Arbitration Rules if applicable, then obtaining.

The arbitration shall be subject to the following terms:

(a) The number of arbitrators shall be one (1).

(b) The arbitrator shall be an independent, impartial third party having no direct or indirect personal or financial relationship to any of the parties to the dispute, who has agreed to accept the appointment as arbitrator on the terms set out in this Section 11.1.

(c) The arbitrator shall be an active or retired attorney, law professor, or judicial officer with at least five (5) years experience in the biotechnology or pharmaceuticals industries and a familiarity with the laws governing proprietary rights in intellectual property.

(d) The arbitrator shall be selected as follows:

(i) Each party shall submit a description of the matter to be arbitrated to the American Arbitration Association at its Regional Office in Boston, Massachusetts. Said Association shall submit to the parties a list of the arbitrators available to arbitrate any dispute between them. Thereafter, each party shall select, in numerical order, those persons on said list acceptable as arbitrators and return the same to the Association. The first arbitrator acceptable to both parties shall be deemed the selected arbitrator with respect to the dispute then at issue under this Agreement. In the event of a failure to select a mutually agreeable arbitrator, the Association shall be requested to submit as many subsequent lists of arbitrators as shall be necessary to effect a mutual selection.

(ii) If the method of selection set out in paragraph (d)(i) above fails for any reason, then either party may petition any state or federal court in Massachusetts having jurisdiction for appointment of the arbitrator in accordance with applicable law, provided that the arbitrator must satisfy the requirements of paragraphs (b) and (c) above.

(e) The arbitrator shall announce the decision and/or award in writing accompanied by written findings explaining the facts determined in support of the decision and/or award, and any relevant conclusions of law.

(f) Unless otherwise provided in this Section 11.1 or extended by agreement of the parties, each party shall submit an initial request for designation of an arbitrator within thirty (30) days after receipt of the first list of available arbitrators pursuant to Section 11.1 (d) of this Agreement, the dispute shall be submitted to the arbitrator within ninety

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(90) days after the arbitrator is selected, and a decision shall be rendered within thirty (30) days after the dispute is submitted.

(g) The fees of the arbitrator and any other costs and fees associated with the arbitration shall be paid in accordance with the decision of the arbitrator.

(h) The arbitrator shall have no power to add to, subtract from, or modify any of the terms or conditions of this Agreement. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts, or in the United States District Court for the District of Massachusetts, to whose jurisdiction for such purposes Genzyme and EXACT each hereby irrevocably consents and submits.

11.2. Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

ARTICLE 12. RESTRICTIONS ON USE OF NAMES

12.1. EXACT shall not use the name of Genzyme or its divisions, JHU, JHHS or their respective directors, officers, trustees, affiliates, employees, faculty, students and the inventor(s) of the Patent Rights or any adaptations or contractions thereof in any advertising, promotional or sales literature without the prior written consent of Genzyme or JHU in each case, as applicable; *provided* , *however* , that EXACT (a) may refer to publications by employees of Genzyme in the scientific literature and (b) may state that a license from Genzyme has been granted as herein provided. With respect to reports to public agencies that are required by law, EXACT shall provide Genzyme with a reasonable opportunity to review the use of its name in each such report reasonably in advance of its submission.

12.2. EXACT shall not disclose this Agreement or any of the terms or conditions of this Agreement to any third party without the prior written consent of Genzyme except and to the extent required to comply with applicable laws or regulations; *provided* , that EXACT delivers prior written notice to Genzyme of any disclosure required by applicable laws or regulations and takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

ARTICLE 13. CONFIDENTIALITY

13.1. During the term of this Agreement, each party (the " Disclosing Party ") may communicate to the other party (the " Receiving Party ") information which it considers to be confidential (" Confidential Information "). All Confidential Information shall be specifically designated as confidential. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information. Confidential Information that is disclosed in writing shall be marked with a legend indicating its confidential status. Confidential Information that is disclosed orally or visually shall be

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documented in a written notice prepared by the Disclosing Party and delivered to the Receiving Party within thirty (30) days of the date of disclosure; such notice shall summarize the Confidential Information disclosed to the Receiving Party and reference the time and place of disclosure.

13.2. The Receiving Party agrees that it shall: (a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes set forth in this Agreement; (b) use all Confidential Information solely for the purposes set forth in this Agreement; and (c) allow its directors, officers, employees, consultants and advisors to reproduce the Confidential Information only to the extent necessary to effect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information.

13.3. The obligations of the Receiving Party under Section 13.2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information: (a) was in the public domain prior to the time of its disclosure under this Agreement; (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (c) was independently developed or discovered by the Receiving Party without use of the Confidential Information; (d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or (e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided, that the Disclosing Party receives prior written notice of such disclosure and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

13.4. The obligations set forth in this Article 13 shall remain in effect for a period of five (5) years after the expiration or the earlier termination of this Agreement.

ARTICLE 14. PATENT MARKING

14. EXACT agrees to mark any Kits, Licensed Reagents or promotional materials, technical literature and the like that describe Kits, Licensed Reagents or Diagnostic Services with all applicable patent numbers, and to indicate “Patent Pending” status in accordance with each applicable country’s patent laws.

ARTICLE 15. INDEPENDENT CONTRACTOR

15. For the purpose of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, independent contractors and not agents or employees

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of the other. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other party.

ARTICLE 16. SEVERABILITY

16. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

ARTICLE 17. NON-ASSIGNABILITY

17. Neither this Agreement nor any part hereof shall be assignable by either party without the express prior written consent of the other, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be void. Notwithstanding the foregoing, such consent shall not be required for the assignment of this Agreement (i) by EXACT in connection with the sale or transfer of all or substantially all of the business or assets of EXACT however structured, or (ii) by Genzyme in conjunction with the transfer of all or substantially all of the business or assets of Genzyme or all or substantially all of the business or assets allocated to its Molecular Oncology Division however structured; *provided* , in any such case, that the assignor promptly notifies the other party hereto of such assignment and the assignee assumes all of the assignor's obligations hereunder in writing, with a copy of such written assumption (which may be redacted to the extent reasonably necessary to protect confidential information) to be promptly delivered to the other party hereto.

ARTICLE 18. NON-SOLICITATION

18. During the term of this Agreement and during the period ending [********] after the expiration or earlier termination of this Agreement, neither party shall, without the prior written consent of the other, solicit the employment of, or employ, any person in any capacity who, at any time during the term of this Agreement, shall have been an employee of the other party.

ARTICLE 19. ENTIRE AGREEMENT

19. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties relating to the subject matter hereof. No oral agreement, conversation or representation between any officers, agents or employees of the parties hereto either before or after the Effective Date of this Agreement shall affect or modify any of the terms or obligations herein contained.

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ARTICLE 20. MODIFICATIONS IN WRITING

20. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by a duly authorized representative of each party.

ARTICLE 21. GOVERNING LAW

21. The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of laws provisions thereunder.

ARTICLE 22. CAPTIONS

22. The captions are provided for convenience and are not to be used in construing this Agreement.

ARTICLE 23. CONSTRUCTION

23. Each of the parties agree that this Agreement is the result of mutual negotiation and therefore the language herein shall not be presumptively construed against either of them. The term "including" as used herein shall mean including, without limiting the generality of any description preceding such term.

ARTICLE 24. COUNTERPARTS

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

ARTICLE 25. BINDING EFFECT

25. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns.

ARTICLE 26. FORCE MAJEURE

26. Neither party shall be deemed to be in breach of this Agreement due to, or liable to the other party for damages or loss occasioned by failure of performance by the defaulting party if the failure is occasioned by war, fire, explosion, flood, acts of God, strike or lockout, embargo, or any similar cause beyond the control of the defaulting party; provided that the party claiming this exception has exerted all commercially reasonable and diligent efforts to avoid or remedy such event and that such event does not extend for more than nine (9) months; provided further that such party provides the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure and continues performance hereunder with reasonable dispatch whenever such causes are removed. The parties shall mutually seek a resolution of the delay or failure to

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perform in good faith if a force majeure event extends for more than nine (9) months, which resolution may be termination of this Agreement.

ARTICLE 27. JHU LICENSE AGREEMENT

27. In the event that Genzyme's license to the Patent Rights under the JHU License Agreement is terminated, this Agreement shall remain in effect pursuant to the terms of the JHU License Agreement provided that at such time EXACT is not in material breach of the provisions of this Agreement and agrees to be bound to JHU as a licensor under the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

GENZYME CORPORATION		EXACT SCIENCES CORPORATION	
By:	/s/ Earl M. Collier, Jr.	By:	/s/ Jeffrey R. Luber
Name	Earl M. Collier, Jr.	Name	Jeffrey R. Luber
Title:	Executive Vice President	Title:	President and Chief Executive Officer
Date:	January 27, 2009	Date:	January 27, 2009

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Appendix A

Gene Patent Rights

[********]

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Appendix B

Methodology Patent Rights

[********]

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Exhibit 10.4

EXECUTION VERSION

COMMON STOCK SUBSCRIPTION AGREEMENT

THIS COMMON STOCK SUBSCRIPTION AGREEMENT (the " **Agreement** ") is made as of January 27, 2009 by and between EXACT Sciences Corporation, a Delaware corporation (the " **Company** ") , and Genzyme Corporation, a Massachusetts corporation (the " **Investor** ").

WITNESSETH:

WHEREAS, the Company and the Investor are contemporaneously entering into a Collaboration, License and Purchase Agreement (the " **CLP Agreement** "), dated as of the date hereof;

WHEREAS, the Company desires to issue and sell to the Investor and the Investor desires to purchase from the Company 3,000,000 shares (the " **Purchased Shares** ") of Common Stock, par value $0.01 per share, of the Company (the " **Common Stock** ") at a price per share of $2.00 (the " **Purchase Price** ") for a total purchase price of $6,000,000 (the " **Total Purchase Price** "), pursuant to the terms of this Agreement; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of setting forth certain representations, warranties and covenants made by each to the other as an inducement to the execution and delivery of this Agreement and the conditions precedent to the consummation of the transactions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual provisions, agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF THE PURCHASED SHARES

1.1 Authorization and Sale of the Purchased Shares . Subject to the terms and conditions set forth in this Agreement, the Company has authorized the issuance and sale of up to 3,000,000 shares of Common Stock.

1.2 Agreement to Sell and Purchase the Purchased Shares . Subject to the terms and conditions of this Agreement, the Investor agrees to purchase at the Closing (as such term is defined in Section 1.3), the Purchased Shares for the Total Purchase Price.

1.3 Delivery of the Purchased Shares at Closing .

(a) The completion of the purchase and sale of the Purchased Shares (the " **Closing** ") shall occur on the date on which the last of the conditions required to be satisfied or waived pursuant to Sections 1.3(b) and 1.3(c) is either satisfied or waived (other than conditions which by their nature are to be satisfied or waived at the Closing and are expected to be satisfied at the Closing) (the " **Closing Date** "), at the offices of Ropes & Gray LLP, One International Place, Boston, Massachusetts 02110 at 10:00 AM Eastern time, or at such other time and place

as may be mutually agreed upon by the Company and the Investor. At the Closing, the Company shall either:

(i) deliver to the Investor a stock certificate representing the Purchased Shares registered in the name of the Investor or, if so indicated on the signature page hereto, in the name of a nominee designated by the Investor; or

(ii) direct its transfer agent to deliver such certificate to the Investor (at the address of the Investor set forth on the signature page hereto) or to the Investor's designated custodian (at such address as is provided to the Company prior to the Closing Date) within three business days after the Closing Date.

(b) The Company's obligation to issue the Purchased Shares to the Investor shall be subject to the following conditions, any one or more of which may be waived by the Company in writing at any time in its sole discretion:

(i) the representations and warranties of the Investor set forth herein shall be true and correct in all respects as of the Closing Date (except for representations and warranties that speak as of a specific date, which representations and warranties shall be true and correct as of such date) ;

(ii) no proceeding challenging this Agreement or the transactions contemplated hereby, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted or be pending before any court, arbitrator, governmental body, agency or official;

(iii) the sale of the Purchased Shares by the Company will not be prohibited by any law or governmental order or regulation; and

(iv) the Company shall have received a wire transfer of funds to the account designated by the Company in Exhibit A in the full amount of the Purchase Price for all of the Purchased Shares being purchased hereunder .

(c) The Investor's obligation to purchase the Purchased Shares shall be subject to the following conditions, any one or more of which may be waived by the Investor in writing at any time in its sole discretion:

(i) the representations and warranties of the Company set forth herein shall be true and correct as of the Closing Date in all respects (except for representations and warranties that speak as of a specific date, which representations and warranties shall be true and correct as of such date) ;

(ii) all covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects;

(iii) no proceeding challenging this Agreement or the transactions contemplated hereby, or seeking to prohibit, alter, prevent or materially delay the

Closing, shall have been instituted or be pending before any court, arbitrator, governmental body, agency or official;

(iv) the purchase of the Purchased Shares by the Investor will not be prohibited by any law or governmental order or regulation;

(v) the transactions contemplated by the CLP Agreement shall have been consummated on or before the Closing Date; and

(vi) the Company shall have delivered to the Investor: (a) a certificate signed by its Chief Executive Officer certifying that the conditions specified in Section 1.3(c) with respect to the Company have been fulfilled; (b) a copy of a certificate executed by the Secretary of the Company attesting and certifying to the truth and correctness of the Certificate of Incorporation of the Company, the By-laws of the Company and the resolutions adopted by the Company's Board of Directors in connection with the transactions contemplated by this Agreement; (c) a good standing certificate of the Company from the Secretary of State for the State of Delaware dated within five (5) business days of the Closing Date; and (d) an opinion from counsel to the Company addressed to the Investor in the form of Exhibit B .

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed by the Company in the Exchange Act Documents (as defined below), the Company hereby represents, warrants and covenants to the Investor, as follows:

2.1 Organization . The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own, operate and occupy its properties and to conduct its business as presently conducted and as described in the documents filed or furnished by the Company under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the " **Exchange Act** "), including, without limitation, its most recent report on Form 10-K (all of the foregoing filed at least two business days prior to the date hereof, including all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits) incorporated by reference therein, being hereinafter referred to as the " **Exchange Act Documents** ") , and is registered or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the location of the properties owned or leased by it requires such qualification , except where the failure to be so authorized, qualified or in good standing would not have a Material Adverse Effect (as defined below). No proceeding to which the Company is a party has been instituted in any such jurisdiction, revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification. The Company's sole subsidiary, as defined in Rule 405 under the Securities Act of 1933, as amended (the " **Securities Act** "), is EXACT Sciences Securities Corporation, a Massachusetts securities corporation. The Company's Sixth Amended and Restated Certificate of Incorporation, as in effect on the date hereof, and Amended and Restated

By-laws, as in effect on the date hereof, are each filed as exhibits in the Exchange Act Documents.

(a) For purposes of this Agreement:

(i) " **Person** " shall mean an individual, corporation, limited liability company, joint venture, partnership, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable law.

(ii) " **Material Adverse Effect** " shall mean any material adverse effect, or any development that would reasonably be expected to result in a material adverse effect, on the business, properties, assets, operations, results of operations or condition (financial or otherwise) of the Company or on the transactions contemplated hereby.

(iii) " **Trading Market** " shall mean the NASDAQ Capital Market for so long as the Company's shares of Common Stock are listed on such market, and, if the Company's shares of Common Stock are no longer listed on the NASDAQ Capital Market, such other U.S. national securities exchange or any other U.S. system of automated dissemination of quotations of securities prices on which the Company's shares of Common Stock are then listed or quoted .

2.2 Due Authorization and Valid Issuance . The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, and this Agreement has been duly authorized, validly executed and delivered by the Company and constitutes the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except (i) as rights to indemnity and contribution may be limited by state or federal securities laws, (ii) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally, or (iii) as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The issuance, sale and delivery of the Purchased Shares in accordance with this Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Purchased Shares when so issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement will be duly and validly issued, fully paid and non-assessable and will not be subject to preemptive rights or other similar rights of stockholders of the Company.

2.3 Non-Contravention . The execution and delivery of this Agreement , the issuance and sale of the Purchased Shares under this Agreement , the fulfillment of the terms of this Agreement and the consummation of the transactions contemplated hereby do not and will not (A) conflict with or constitute a violation of, or default (with the passage of time or otherwise) (including any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of the Company) under, (i) any bond, debenture, note or other evidence of indebtedness, lease, contract, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which the Company is a

party or by which it or its properties are bound, (ii) the certificate of incorporation , by-laws or other organizational documents of the Company, or (iii) any law, regulation, ordinance or order of any court or governmental agency, arbitration panel or authority or the rules of the Trading Market applicable to the Company or its properties, except in the case of clauses (i) and (iii) for any such conflicts, violations or defaults which would not have a Material Adverse Effect or (B) result in the creation or imposition of any lien, encumbrance, claim, security interest or restriction whatsoever upon any of the properties or assets of the Company or an acceleration of indebtedness pursuant to any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or any indenture, mortgage, deed of trust or any other agreement or instrument to which the Company is a party or by which it is bound or to which any of the property or assets of the Company is subject, except to the extent that such acceleration would not have a Material Adverse Effect. No consent, approval, authorization or other order of, or registration, qualification or filing with, any regulatory body, administrative agency, or other governmental body or any other Person is required for the execution and delivery of this Agreement by the Company, the valid issuance and sale of the Purchased Shares to be sold pursuant to this Agreement and the performance by the Company of its other obligations hereunder, other than such as have been made or obtained, and except for any post-closing securities filings or notifications required to be made under federal or state securities laws.

2.4 Capitalization . The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, par value $0.01 per share. As of November 3, 2008, 27,247,381 shares were issued and outstanding, consisting of 27,247,381 shares of Common Stock and no shares of preferred stock . The Company has not issued any capital stock since th e date above other than pursuant to (i) employee benefit plans disclosed in the Exchange Act Documents, or (ii) outstanding warrants, options or other securities disclosed in the Exchange Act Documents. The outstanding shares of capital stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and were not issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. Except as set forth in or contemplated by the Exchange Act Documents, there are no outstanding rights (including, without limitation, preemptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any unissued shares of capital stock or other equity interest in the Company or any contract, commitment, agreement, understanding or arrangement of any kind to which the Company is a party or of which the Company has knowledge and relating to the issuance or sale of any capital stock of the Company, any such convertible or exchangeable securities or any such rights, warrants or options. Without limiting the foregoing and except as provided herein or as disclosed in the Exchange Act Documents , no preemptive right, co-sale right, right of first refusal, registration right, or other similar right exists with respect to the Purchased Shares or the issuance and sale thereof. No further approval or authorization of any stockholder, the Board of Directors of the Company or others is required for the issuance and sale of the Purchased Shares. Except as disclosed in the Exchange Act Documents, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Common Stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

2.5 Legal Proceedings . There is no material legal or governmental proceeding pending to which the Company is a party or of which the business or property of the Company is subject other than the warning letter from, and subsequent correspondence with, the U.S. Food and Drug Administration with respect to the PreGen-Plus testing service.

2.6 No Violations . The Company is not (i) in violation of its certificate of incorporation, by-laws, or other organizational document; (ii) in violation of any law, administrative regulation, ordinance or order of any court or governmental agency, arbitration panel or authority applicable to the Company, which violation, individually or in the aggregate, would have a Material Adverse Effect; or (iii) in default in the performance of any bond, debenture, note or any other evidence of indebtedness or any indenture, mortgage, deed of trust or any other agreement or instrument to which the Company is a party or by which the Company is bound or to which any property or assets of the Company is subject, which default, individually or in the aggregate, would have a Material Adverse Effect.

2.7 Governmental Permits , Etc . With the exception of the matters which are dealt with separately in Sections 2.1 (Organization), 2.8 (Intellectual Property), 2.11 (Exchange Act Compliance), and 2.12 (Reporting Status), the Company has all necessary franchises, licenses, certificates and other authorizations from any foreign, federal, state or local government or governmental agency, department, or body that are currently necessary for the operation of the business of the Company as currently conducted and as described in the Exchange Act Documents except where the failure to currently possess would not have a Material Adverse Effect. The Company has not received any notice of any actual proceeding relating to revocation or modification of any such franchise, license, certificate or other authorization except where such revocation or modification would not have a Material Adverse Effect.

2.8 Intellectual Property .

(a) The Company owns or has valid, binding and enforceable licenses or other rights to use the patents and patent applications, copyrights, trademarks, trade names, service marks, service names, and know-how (including trade secrets and other unpatented proprietary intellectual property rights) that are necessary to conduct its business in the manner in which it is presently conducted or contemplated to be conducted, except where the failure to have such ownership, exercise or right to use would not, individually or in the aggregate, have a Material Adverse Effect.

(b) The Company has complied with the required duty of candor and good faith in dealing with the United States Patent and Trademark Office (the " **PTO** ") with respect to all patents or patent applications owned by the Company or licensed to the Company (the " **Company Patents** "), and, to the Company's knowledge, all individuals to whom the duty of candor and good faith applies with respect to the Company Patents have complied with such duty, including the duty to disclose to the PTO all information believed to be material to the patentability of the Company Patents. There are no legal or governmental proceedings pending relating to Company Patents other than proceedings in the PTO, or foreign patent office review of pending applications for patents, and, other than PTO (or patent offices in other jurisdictions) review of pending applications for patents, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities.

(c) There are no pending or, to the Company's knowledge, any threatened, nor has the Company received any notice of any, actions, suits, proceedings, claims or allegations by others that the Company, including through use of the Company Patents, is or will be infringing any patent, trade secret, trademark, service mark, copyright or other proprietary intellectual property rights.

(d) The Company is not in breach of, and has complied in all respects with, all terms of, any of the license agreements under which the Company licenses a patent or patent application that covers technology necessary to conduct or used in the conduct of the Company's business in the manner in which it is currently conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect .

(e) All employees of the Company have executed and delivered to and in favor of the Company an agreement regarding the protection of confidential and proprietary information and the assignment to the Company of all intellectual property rights arising from the services performed for the Company by such persons.

2.9 Financial Statements; Solvency .

(a) The financial statements of the Company and the related notes contained in the Exchange Act Documents filed with the Securities and Exchange Commission (the " **SEC** ") since January 1, 2008 present fairly, in accordance with generally accepted accounting principles, the financial position of the Company and its subsidiaries as of the dates indicated, and the results of its operations and cash flows for the periods therein specified consistent with the books and records of the Company and its subsidiaries except that the unaudited interim financial statements were or are subject to normal and recurring year-end adjustments which are not expected to be material in amount except as otherwise described in such Exchange Act Documents. Such financial statements (including the related notes) have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods therein specified, except as may be disclosed in the notes to such financial statements, or in the case of unaudited statements, as may be permitted by the SEC and except as disclosed in the Exchange Act Documents. The other financial information contained in such Exchange Act Documents has been prepared on a basis consistent with the financial statements of the Company.

(b) Except as set forth in the Exchange Act Documents, the Company has no knowledge of any facts or circumstances which lead it to believe that it will be required to file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction, and has no present intention to so file.

2.10 No Material Adverse Change . Except as disclosed in the Exchange Act Documents or contemplated by this Agreement or the CLP Agreement, since September 30, 2008 there has not been (i) any material adverse change in the financial condition or results of operations of the Company, (ii) any event affecting the Company which has had or would have a Material Adverse Effect, (iii) any obligation, direct or contingent, that is material to the Company, incurred by the Company, except obligations incurred in the ordinary course of

business or (iv) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company.

2.11 Compliance . The Company's Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on the Trading Market. Except as disclosed in the Exchange Act Documents, (i) the Company has taken no action designed to, or likely to have the effect of, terminating such registration and listing of the Common Stock, and (ii) the Company has not received any notification that the SEC, the Trading Market or the Financial Industry Regulatory Authority (" **FINRA** ") is contemplating terminating such registration or listing.

2.12 Reporting Status . Since January 1, 2008, the Company has filed or furnished with the SEC in a timely manner all of the documents that the Company was required to file or furnish under the Exchange Act. As of the date of filing thereof, each Exchange Act Document complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC applicable to such Exchange Act Document. None of the Exchange Act Documents, as of the date filed, 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 light of the circumstances under which they were made, not misleading.

2.13 No Manipulation of Stock . The Company has not taken, in violation of applicable law, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Purchased Shares.

2.14 Company Not an "Investment Company" . The Company has been advised of the rules and requirements under the Investment Company Act of 1940, as amended (the " **Investment Company Act** "). The Company is not, and immediately after receipt of payment for the Purchased Shares will not be, an "investment company" within the meaning of the Investment Company Act.

2.15 Embargoed Person . The Company has no foreign operations and (i) none of the funds or other assets of the Company constitute or shall constitute property of, or shall be beneficially owned, directly or indirectly, by any person with whom U.S. persons are restricted from engaging in financial or other transactions under United States law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated under any such United States laws (each, an " **Embargoed Person** "), with the result that the investments evidenced by the Purchased Shares are or would be in violation of law; (ii) no Embargoed Person has any interest of any nature whatsoever in the Company with the result that the investments evidenced by the Purchased Shares are or would be in violation of law; and (iii) none of the funds of the Company are derived from any unlawful activity with the result that the investments evidenced by the Purchased Shares are or would be in violation of law; provided , that with respect to the covenants contained in this Section 2.15, the Company may assume that the Investor is not an Embargoed Person. The Company certifies that, to the Company's knowledge, the Company has not been designated, and is not owned or controlled, by an Embargoed Person.

2.16 Accountants . To the Company's knowledge, Ernst & Young LLP, which has expressed its opinion with respect to the financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2007, are independent accountants as required by the Securities Act and the rules and regulations promulgated thereunder.

2.17 Contracts . The contracts filed as exhibits to the Exchange Act Documents filed with the SEC since January 1, 2008 are valid and enforceable against the Company in accordance with their respective terms, and are in full force and effect on the date hereof, except as to contracts whose term has expired. The Company is not in breach of or default under any such contract, except as would not have a Material Adverse Effect. The Company has filed with the SEC all contracts and agreements required to be filed by the Exchange Act prior to the Closing and the Company has not received a notice of termination and is not otherwise aware of any threats to terminate any contract or agreement required to be filed by the Exchange Act.

2.18 Taxes . The Company has filed all material federal, state and foreign income and franchise tax returns due to be filed as of the date hereof, taking into account all extensions, and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency which has been or might be asserted or threatened against it which would have a Material Adverse Effect.

2.19 Transfer Taxes . On the Closing Date, all stock transfer or other taxes (other than income taxes) which are required to be paid in connection with the sale and transfer of the Purchased Shares to be sold to the Investor hereunder will be, or will have been, fully paid or provided for by the Company and all laws imposing such taxes will be or will have been fully complied with.

2.20 Private Offering . Assuming the correctness of the representations and warranties of the Investor set forth in Article IV hereof, the offer and sale of the Purchased Shares hereunder shall be exempt from registration under the Securities Act. The Company has not in the past nor will it hereafter take any action to sell, offer for sale or solicit offers to buy any securities of the Company which would bring the offer, issuance or sale of the Purchased Shares as contemplated by this Agreement within the provisions of Section 5 of the Securities Act, unless such offer, issuance or sale was or shall be within the exemptions of Section 4 of the Securities Act. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Purchased Shares by any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the Securities Act).

2.21 Controls and Procedures . The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. Except as provided in the Exchange Act Documents, the Company maintains a system of internal control over financial reporting (as such term is defined in the Exchange Act) sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (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 management's general or specific authorization, and (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's certifying officers are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act) for the Company and they have (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under their supervision, to ensure that material information relating to the Company, including its subsidiaries, is made known to the certifying officers by others within those entities, particularly during the periods in which the Exchange Act Documents have been prepared; (b) to the extent required by the Exchange Act, evaluated the effectiveness of the Company's disclosure controls and procedures and presented in the Exchange Act Documents their conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the periods covered by the Exchange Act Documents based on such evaluation; and (c) since the last evaluation date referred to in (b) above, there have been no material changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) or, to the Company's knowledge, in other factors that could significantly affect the Company's internal control over financial reporting.

2.22 Brokers and Finders . No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company.

2.23 Disclosure . The representations and warranties of the Company contained in this Article II as of the date hereof and as of the Closing Date, do not and will not contain any 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 light of the circumstances under which they were made, not misleading. The Company understands and confirms that the Investor will rely on the foregoing representations in purchasing the Purchased Shares.

ARTICLE III

AFFIRMATIVE COVENANTS OF THE COMPANY

The Company hereby covenants as follows:

3.1 Participation Right .

(a) Participation Right . Until December 31, 2010, the Investor shall have the right, but not the obligation, to purchase up to an amount equal to the Basic Amount (as defined below) of any sale, in a transaction not involving a public offering, of any (i) shares of Common Stock, (ii) any other equity securities of the Company, (iii) any debt securities which by their terms are convertible into or exchangeable for any equity security of the Company, (iv) any securities of the Company that are a combination of debt and equity, or (v) any options, warrants or other rights to subscribe for, purchase or otherwise acquire any such equity security or any such debt security of the Company (the " **Offered Securities** "), except as otherwise provided in this Section 3.1. The Investor shall have the right to purchase that portion of the Offered Securities as the number of shares of Common Stock held by the Investor bears to the number of shares of Common Stock outstanding as of the date of the Offer (as defined below) (the " **Basic Amount** "), at a price and on such other terms (which, with respect to both price and other terms,

are no less favorable than those offered to the other purchasers of the Offered Securities) as shall have been specified by the Company in writing delivered to the Investor (the " **Offer** "), which Offer by its terms shall remain open and irrevocable for a period of fifteen (15) business days from receipt of the O ffer. Notwithstanding the foregoing, if such Offered Securities consist of (x) shares of Common Stock or (y) options, warrants or other rights to subscribe for, purchase or otherwise acquire any shares of Common Stock, the price per share of Common Stock (or exercise price per share of Common Stock, as applicable) to the Investor shall be the greater of (1) the closing price of the Company's Common Stock on the Trading Market on the business day immediately preceding the date that the Offer is delivered to the Investor and (2) $2.00 per share of Common Stock.

(b) Notice of Acceptance . Notice of the Investor's intention to accept, in whole or in part, any Offer made shall be evidenced by a writing signed by the Investor and delivered to the Company prior to the end of the fifteen (15)-business day period of such O ffer, setting forth such of the Basic Amount as the Investor elects to purchase and, if the Investor shall elect to purchase all of the Basic Amount, such additional Offered Securities as the Investor shall desire to purchase (the " **Notice of Acceptance** "). The Investor shall be entitled to purchase only that portion of the Offered Securities as is equal to the Basic Amount, and if the Investor shall have indicated in the Notice of Acceptance a desire to purchase additional Offered Securities above the Basic Amount, the Company shall have the sole discretion as to the purchase by the Investor of any Offered Securities above such Basic Amount. The purchase by the Investor of any Offered Securities is subject in all cases to the preparation, execution and delivery by the Company and the Investor of a purchase agreement relating to such Offered Securities reasonably satisfactory in form and substance to the Company and the Investor and their respective counsel.

(c) Closing . Upon the closing of the sale of the Offered Securities to the Investor, which shall occur on, or as soon as reasonably practicable after, the closing of the sale of the Offered Securities not offered to the Investor (which shall include full payment to the Company for the sale to such other Persons), the Investor shall purchase from the Company and the Company shall sell to the Investor the number of Offered Securities specified in the Notice of Acceptance upon the terms and conditions specified in the Offer.

(d) Exceptions . The rights of the Investor under this Section 3.1 shall not apply to:

(i) any Common Stock issued as a stock dividend to holders of Common Stock or upon any subdivision or combination of shares of Common Stock;

(ii) any capital stock or derivative thereof granted to an employee, director or consultant under a stock plan approved by the Board of Directors of the Company;

(iii) any securities issued as consideration for the acquisition of another entity by the Company by merger or share exchange (whereby the Company owns no less than fifty-one percent (51%) of the voting power of the surviving entity) or purchase of

substantially all of such entity's stock or assets, if such acquisition is approved by the Board of Directors;

(iv) any securities issued in connection with a strategic partnership, joint venture or other similar arrangement, provided that the purpose of such arrangement is not primarily the raising of capital and that such arrangement is approved by the Board of Directors;

(v) any securities issued to a financial institution in connection with a bank loan or lease with such financial institution provided that such issuance is approved by the Board of Directors;

(vi) any securities issuable upon the exercise or conversion of options, warrants or other convertible or exercisable securities outstanding as of the Closing Date; and

(vii) any securities that, if acquired by the Investor pursuant to this Section 3.1, would result in the Investor beneficially owning (together with any affiliated entities) more than 9.99% of the Company's then-outstanding Common Stock (taking into account the Offered Securities).

3.2 Registration of the Shares; Compliance with the Securities Act .

(a) Registration Upon Request .

(i) If, at any time after the Closing Date and prior to the third anniversary of the Closing Date , the Investor is or is deemed to be an "affiliate" of the Company within the meaning of Rule 144(a)(1) under the Securities Act , upon the request of the Investor, the Company shall use its reasonable best efforts to register under the Securities Act all or any portion of the Purchased Shares and any shares acquired pursuant to Section 3.1, held by the Investor for sale in the manner specified in such notice, provided that the reasonably anticipated aggregate price to the public of such offering shall exceed $1,000,000. The Company shall prepare a registration statement (a " **Demand Registration Statement** ") on Form S-3 or such other appropriate or available registration form of the SEC, utilizing Rule 415 to the extent possible under the Securities Act if so requested, with respect to any Demand Registration Statement. The Company shall not be required to effect more than one Demand Registration Statement, provided , however that if the number of shares requested by the Investor to be included in the Demand Registration Statement has been reduced by twenty-five percent (25%) or more pursuant to Section 3.2(a)(iv), the Company shall be required to effect one additional Demand Registration Statement if so requested in accordance with this clause (i), provided , further , that in the case of any such reduction, the Company shall not be required to effect more than two (2) Demand Registration Statements in the aggregate.

(ii) Following receipt of any notice under paragraph (i) above, the Company may also register for sale for its own account or that of other security holders such additional shares of the Company's capital stock as it shall desire, subject to paragraph (iv) below.

(iii) In connection with any registration pursuant to this Section 3.2(a), if and when the Company is required by the provisions of paragraph (i) to register the Purchased Shares, the Company shall:

(x) subject to receipt of necessary information from the Investor after prompt request from the Company to provide such information, prepare and file with the SEC, within thirty (30) days after receiving appropriate notice from the Investor as provided for in (i) above, a Demand Registration Statement to enable the resale of the Purchased Shares by the Investor; provided , that if the terms of the underwriting agreement executed in connection with any registration pursuant to Section 3.2(a) or 3.2(b) prohibit the Company from filing any Demand Registration Statement, the Company shall have the right to delay such filing for the required period, which period shall not exceed ninety (90) days;

(y) use its reasonable best efforts to cause the Demand Registration Statement to become effective as promptly as practicable after the initial filing thereof with the SEC and, in any event, within seventy five (75) days of the request provided by the Investor to the Company pursuant to Section 3.2(a)(i) or, in the event of a review of the Demand Registration Statement by the SEC, within one hundred fifty (150) days of the request provided by the Investor to the Company pursuant to Section 3.2(a)(i) (the date such Demand Registration Statement is initially declared effective by the SEC, the " **Effective Date** "), such efforts to include, without limiting the generality of the foregoing, preparing and filing with the SEC in such period any financial statements that are required to be filed prior to the effectiveness of such Demand Registration Statement; and

(z) use its reasonable best efforts to prepare and file with the SEC such amendments and supplements to such Demand Registration Statement, as appropriate, and the prospectus used in connection therewith as may be necessary to keep such Demand Registration Statement current, effective and free from any material misstatement or omission to state a material fact for a period not exceeding, with respect to the Purchased Shares, the earliest of (x) the date on which the Investor may sell all Purchased Shares then held by the Investor without restriction by the volume limitations of Rule 144(e) of the Securities Act, (y) the second anniversary of the effective date of such Demand Registration Statement or (z) the date on which there cease to be any Purchased Shares outstanding.

(iv) In connection with any registration pursuant to this Section 3.2(a), the Investor may elect to sell Purchased Shares in an underwritten offering in accordance with the conditions set forth in this paragraph (iv). In any such underwritten offering, the investment bank that will manage the offering will be selected by, and the underwriting arrangements with respect thereto will be approved by, the Investor, subject to the consent of the Company, which consent will not be unreasonably withheld. The Investor may not participate in any underwritten offering hereunder unless the Investor (x) agrees to sell such Purchased Shares on the basis provided in any underwriting arrangements approved pursuant hereto and (y) completes and executes all other customary questionnaires, powers of attorney, indemnities, underwriting agreements and other

documents required under the terms of such underwriting arrangements. In the case of any such underwritten offering, if the managing underwriter for such offering advises the Company in writing that in its good faith opinion the amount of securities requested to be included therein exceeds the amount of securities that can be sold in such offering such that the inclusion of such Purchased Shares would adversely affect marketing of the securities to be sold pursuant to the offering, the Purchased Shares held by the Investor shall have priority over any securities to be sold by the Company or any additional holders of the Company's securities.

(v) If the Investor determines, prior to the effectiveness of the Demand Registration Statement, not to sell Purchased Shares pursuant to such Demand Registration Statement, the Investor shall provide written notice to the Company and the Company shall cease all efforts in connection with such Demand Registration Statement; provided , however , that, except where such notice of withdrawal is provided within thirty (30) days of the occurrence of an event or circumstance that would result in a Material Adverse Effect, the Investor shall bear the costs and expenses incurred prior to such withdrawal and the Investor shall pay in full to the Company, within thirty (30) days after presentation of an invoice by the Company therefor, all reasonable costs and expenses incurred by the Company in connection with such withdrawal, provided , however , that to the extent that the Company and other holders exercising similar registration demand registration rights include any shares of Common Stock in such registration, the Company and such other holders shall pay their pro rata share of any such expenses, on the basis of the shares being offered thereby.

(b) Piggyback Registration .

(i) If on or prior to December 31, 2010, the Company at any time proposes to register any of its equity securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both on any registration form (other than Forms S-4, S-8 or another form not available for registering the Purchased Shares for sale to the public) which permits the inclusion of Purchased Shares held by the Investor (a " **Piggyback Registration** "), then each such time the Company will give written notice to the Investor of its intention so to do. Upon the written request of the Investor, received by the Company within twenty (20) days after the giving of any such notice by the Company, to register any of the Investor's Purchased Shares, the Company will use its reasonable best efforts to cause the Purchased Shares as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the Investor of such Purchased Shares so registered.

(ii) The Company shall have the right to select the managing underwriter(s) for any underwritten Piggyback Registration. The Investor shall (together with the Company) enter into an underwriting agreement in customary form in connection with the registration of Purchased Shares in any such underwritten Piggyback Registration. If such proposed Piggyback Registration is an underwritten offering and the managing underwriter for such offering advises the Company in writing that in its

good faith opinion the amount of securities requested to be included therein exceeds the amount of securities that can be sold in such offering such that the inclusion of such Purchased Shares would adversely affect marketing of the securities to be sold by the Company, any securities to be sold by the Company shall have priority over any Purchased Shares held by the Investor, and the number of shares to be included by the Investor and other holders of the Company's securities exercising similar piggyback registration rights shall be reduced pro rata on the basis of the percentage of the then outstanding Purchased Shares held by the Investor and all such other holders exercising similar piggyback registration rights. Notwithstanding the provisions of this Section 3.2 (b), the Company shall have the right at any time after it shall have given written notice to the Investor pursuant to Section 3.2(b) (i) (irrespective of whether a written request for inclusion of any such securities shall have been made) to elect not to file any such proposed registration statement, or to withdraw the same after filing, but prior to effectiveness.

(c) Registration Procedures and Other Matters . If and when the Company is required by the provisions of paragraphs (a) or (b) to register Purchased Shares, the Company shall use its reasonable best efforts to:

(i) furnish to the Investor with respect to the Purchased Shares registered under any registration statement filed by the Company pursuant to Sections 3.2(a) or (b) hereof (a " **Registration Statement** ") such number of copies of the Registration Statement, prospectuses and preliminary prospectuses in conformity with the requirements of the Securities Act and such other documents as the Investor may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Purchased Shares by the Investor;

(ii) file documents required for compliance with blue sky laws in states specified in writing by the Investor and use its reasonable best efforts to maintain such blue sky qualifications during the period the Company is required to maintain the effectiveness of such Demand Registration Statement pursuant to Section 3.2(a) hereof; provided , however , that the Company shall not be required to qualify to do business or consent to service of process in any jurisdiction in which it is not now so qualified or has not so consented;

(iii) bear all reasonable expenses in connection with the procedures in this Section 3.2 and the registration of the Purchased Shares pursuant to the Registration Statement;

(iv) advise the Investor promptly after it shall receive notice or obtain knowledge of the issuance of any stop order by the SEC delaying or suspending the effectiveness of the Registration Statement or of the initiation or threat of any proceeding for that purpose; and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued; and

(v) provide a "Plan of Distribution" section of the Registration Statement substantially in a form reasonably acceptable to the Investor (subject to the comments of the SEC).

(d) The Company understands that the Investor disclaims any classification as an underwriter; provided , however , that the fact of the Investor being classified as an underwriter by the SEC shall not relieve the Company of any obligations it has hereunder.

(e) Within three (3) business days of the effective date of the Registration Statement, the Company shall advise its transfer agent that the Purchased Shares covered by such Registration Statement are subject to an effective registration statement and can be reissued free of restrictive legend upon notice of a sale by the Investor and confirmation by the Investor that it has complied with the prospectus delivery requirements; provided that the Company has not advised the transfer agent orally or in writing that such Registration Statement has been suspended; provided , further , that in the event the Company's transfer agent requires an opinion of counsel to the Company for any such reissuance, the Company shall cause its counsel to issue an opinion to the transfer agent stating the foregoing within three business days after any such request for an opinion by the transfer agent.

(f) Transfer of Shares After Registration; Suspension .

(i) The Investor agrees that it will not effect any disposition of the Purchased Shares that would constitute a sale within the meaning of the Securities Act except (A) as contemplated in Sections 3.2(a) and (b) or (B) as otherwise permitted by law, including pursuant to the safe harbor provided by Rule 144 under the Securities Act, and that it will promptly notify the Company of any material changes in the information set forth in the Registration Statement regarding the Investor or its plan of distribution.

(ii) Except in the event that Section 3.2(b) or paragraph (iii) below applies, the Company shall (x) if deemed necessary by the Company, prepare and file from time to time with the SEC a post-effective amendment to the Registration Statement or a supplement to the related prospectus or a supplement or amendment to any document incorporated therein by reference or file any other required document so that such Registration Statement will not contain any 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, and so that, as thereafter delivered to purchasers of the Purchased Shares being sold thereunder, such p rospectus will not contain any 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 light of the circumstances under which they were made, not misleading; (y) provide the Investor copies of any documents filed pursuant to clause (x) above ; and (z) inform the Investor that the Company has complied with its obligations in clause (x) above (or that, if the Company has filed a post-effective amendment to the Registration Statement which has not yet been declared effective, the Company will notify the Investor to that effect, will use its reasonable best efforts to secure the effectiveness of such post-effective amendment as promptly as possible and will promptly notify the Investor pursuant to clause (x) above when the amendment has become effective).

(iii) Except to the extent that Section 3.2(b) applies, and subject to paragraph (iv) below, in the event (w) of any request by the SEC or any other federal or state governmental authority during the period of effectiveness of the Registration Statement for amendments or supplements to a Registration Statement or related p rospectus or for additional information; (x) of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose; (y) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Purchased Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; or (z) of any event or circumstance which, upon the advice of its counsel, necessitates the making of any changes in the Registration Statement or prospectus, or any document incorporated or deemed to be incorporated therein by reference, so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or any omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or any omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; then the Company shall deliver a notice in writing to the Investor (the " **Suspension Notice** ") to the effect of the foregoing and, upon receipt of such Suspension Notice, the Investor will refrain from selling any Purchased Shares pursuant to the Registration Statement (a " **Suspension** ") until the Investor's receipt of copies of a supplemented or amended prospectus prepared and filed by the Company, or until the Investor is advised in writing by the Company that the current prospectus may be used, and the Investor has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in any such prospectus. In the event of any Suspension, the Company will use its reasonable best efforts to cause the use of the prospectus so suspended to be resumed within thirty (30) days after delivery of a Suspension Notice to the Investor. In addition to and without limiting any other remedies (including, without limitation, remedies available under applicable law or in equity) available to the Investor, the Investor shall be entitled to specific performance in the event that the Company fails to comply with the provisions of this Section 3.2(f)(iii).

(iv) The Company may require the Investor participating in any registration to furnish to the Company such information regarding the Investor as required under applicable law and the Investor's intended method of distribution of such Purchased Shares as the Company may from time to time reasonably request in writing. The Investor agrees to promptly notify the Company of any inaccuracy or change in information previously furnished by the Investor to the Company or of the occurrence of any event in either case as a result of which any prospectus relating to such registration contains or would contain an untrue statement of a material fact regarding the Investor or its intended method of distribution of such Purchased Shares or omits to state any material fact regarding the Investor or its intended method of distribution of such Purchased Shares required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly to furnish information so required so that such prospectus shall not contain, with respect to the

Investor or the distribution of such Purchased Shares , 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 in light of the circumstances then existing.

(v) Notwithstanding the foregoing paragraphs of this Section 3.2(f), the Investor shall not be prohibited from selling Purchased Shares covered by a Registration Statement initiated pursuant to Section 3.2 (a) as a result of Suspensions on more than two occasions of not more than 30 days each in any twelve (12) month period, unless, in the good faith judgment of the Company's Board of Directors, upon the advice of counsel, the sale of Purchased Shares under the Registration Statement in reliance on this Section 3.2(f)(v) would be reasonably likely to cause a violation of the Securities Act , the Exchange Act or other applicable law .

(vi) Provided that a Suspension is not then in effect, the Investor may sell Purchased Shares under the Registration Statement, provided that it arranges for delivery of a current p rospectus to the transferee of such Purchased Shares in compliance with applicable law. Upon receipt of a request therefor, the Company has agreed to provide an adequate number of current p rospectuses to the Investor and to supply copies to any other parties requiring such p rospectuses.

(g) Indemnification . For the purpose of this Section 3.2(g):

(x) the term " **Selling Stockholder** " shall include the Investor and any affiliate of the Investor;

(y) the term " **Registration Statement** " shall include the p rospectus in the form filed as part of the Registration Statement at the time of effectiveness (or, in the case of an underwritten offering, at the time immediately prior to the pricing of the offering), and each exhibit, supplement (including any free writing prospectus as defined under Rule 405 of the Securities Act) or amendment included in or relating to such Registration Statement; and

(z) the term " **untrue statement** " shall include any untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission to state in the Registration Statement a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Company agrees to indemnify and hold harmless each Selling Stockholder from and against any losses, claims, damages or liabilities to which such Selling Stockholder may become subject (under the Securities Act or otherwise) insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon, (x) any untrue statement contained in the Registration Statement , as amended at the time of effectiveness or (y) any failure by the Company to fulfill any undertaking included in the Registration Statement as amended at the time of effectiveness . The Company will reimburse such Selling Stockholder for any reasonable legal or other expenses reasonably incurred in investigating, defending or preparing to

defend any such action, proceeding or claim ; provided , however , that the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of, or is based upon, any untrue statement made in such Registration Statement in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Selling Stockholder specifically for use in preparation of the Registration Statement or the failure of such Selling Stockholder to comply with its covenants and agreements contained in this Section 3.2 respecting the sale of the Purchased Shares or any untrue statement in any prospectus that is corrected in any subsequent prospectus that was delivered to the Selling Stockholder prior to the pertinent sale or sales by the Selling Stockholder . The Company shall reimburse each Selling Stockholder for the amounts provided for herein on demand as such expenses are incurred.

(ii) The Investor agrees to indemnify and hold harmless the Company (and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, each officer of the Company who signs the Registration Statement and each director of the Company) from and against any losses, claims, damages or liabilities to which the Company (or any such officer, director or controlling person) may become subject (under the Securities Act or otherwise), insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon, any untrue statement contained in the Registration Statement if such untrue statement was made in reliance upon and in conformity with written information furnished by or on behalf of a Selling Stockholder specifically for use in preparation of the Registration Statement. The Investor will reimburse the Company (or such officer, director or controlling person, as the case may be) for any reasonable legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding or claim; provided that the Investor's obligation to indemnify the Company shall be limited to the amount received by the Selling Stockholders from the sale of the Purchased Shares giving rise to such obligation.

(iii) Promptly after receipt by any indemnified person of a notice of a claim or the beginning of any action in respect of which indemnity is to be sought against an indemnifying person pursuant to this Section 3.2(g), such indemnified person shall notify the indemnifying person in writing of such claim or of the commencement of such action, but the omission to so notify the indemnifying person will not relieve such indemnifying person from any liability which it may have to any indemnified person under this Section 3.2(g) , except to the extent that such omission materially and adversely affects the indemnifying person's ability to defend such action. Subject to the provisions hereinafter stated, in case any such action shall be brought against an indemnified person, the indemnifying person shall be entitled to participate therein, and, to the extent that it shall elect by written notice delivered to the indemnified person promptly after receiving the aforesaid notice from such indemnified person, shall be entitled to assume the defense thereof, with counsel reasonably satisfactory to such indemnified person. After notice from the indemnifying person to such indemnified person of its election to assume the defense thereof, such indemnifying person shall not be liable to such indemnified person for any legal expenses subsequently incurred by such indemnified person in connection with the defense thereof ; provided , however , that if there exists or shall exist a conflict of

interest that would make it inappropriate, in the opinion of counsel to the indemnified person, for the same counsel to represent both the indemnified person and such indemnifying person or any affiliate or associate thereof, the indemnified person shall be entitled to retain its own counsel at the reasonable expense of such indemnifying person; provided , however , that no indemnifying person shall be responsible for the fees and expenses of more than one separate counsel (together with appropriate local counsel) for all indemnified parties. In no event shall any indemnifying person be liable in respect of any amounts paid in settlement of any action unless the indemnifying person shall have approved the terms of such settlement; provided that such consent shall not be unreasonably withheld. No indemnifying person shall, without the prior written consent of the indemnified person, effect any settlement of any pending or threatened proceeding in respect of which any indemnified person is or could have been a party and indemnification could have been sought hereunder by such indemnified person, unless such settlement includes an unconditional release of such indemnified person from all liability on claims that are the subject matter of such proceeding.

(iv) If the indemnification provided for in this Section 3.2(g) is unavailable to or insufficient to hold harmless an indemnified person under subsection (i) or (ii) above in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying person shall contribute to the amount paid or payable by such indemnified person 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 fault of the Company, on the one hand, and the Investor, as well as any other Selling Stockholders under such registration statement, on the other, in connection with the statements or omissions or other matters which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, in the case of an untrue statement, whether the untrue statement relates to information supplied by the Company, on the one hand, or the Investor or other Selling Stockholder, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement. The Company and the Investor agree that it would not be just and equitable if contribution pursuant to this subsection (iv) were determined by pro rata allocation (even if the Investor and other Selling Stockholders were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to above in this subsection (iv). The amount paid or payable by an indemnified person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (iv) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (iv), the Investor shall not be required to contribute any amount in excess of the amount by which the amount received by the Investor from the sale of the Purchased Shares to which such loss relates exceeds the amount of any damages which the Investor has otherwise been required to pay by reason of such untrue statement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Investor's obligations in this subsection to

contribute shall be in proportion to its sale of Purchased Shares to which such loss relates and shall not be joint with any other Selling Stockholders.

(v) The parties to this Agreement hereby acknowledge that they are sophisticated business persons who were represented by counsel during the negotiations regarding the provisions hereof, including, without limitation, the provisions of this Section 3.2(g), and are fully informed regarding said provisions. They further acknowledge that the provisions of this Section 3.2 (g) fairly allocate the risks in light of the ability of the parties to investigate the Company and its business in order to assure that adequate disclosure is made in the Registration Statement as required by the Securities Act and the Exchange Act. The parties are advised that federal or state public policy as interpreted by the courts in certain jurisdictions may be contrary to certain of the provisions of this Section 3.2(g), and the parties hereto hereby expressly waive and relinquish any right or ability to assert such public policy as a defense to a claim under this Section 3.2(g) and further agree not to attempt to assert any such defense.

(h) Termination of Conditions and Obligations . The conditions precedent imposed by Section 3.2 upon the transferability of the Purchased Shares shall cease and terminate as to any particular number of the Purchased Shares when such Purchased Shares shall have been effectively registered under the Securities Act and sold or otherwise disposed of in accordance with the intended method of disposition set forth in the Registration Statement covering such Purchased Shares , at the time such Purchased Shares are eligible for sale pursuant to Rule 144(b)(1) or at such time as an opinion of counsel reasonably satisfactory to the Company shall have been rendered to the effect that such conditions are not necessary in order to comply with the Securities Act.

(i) Information Available . So long as the Registration Statement is effective covering the resale of Purchased Shares owned by the Investor, the Company will furnish to the Investor, upon reasonable request, an adequate number of copies of the prospectuses to supply to any other party requiring such prospectuses; and upon the reasonable request of the Investor, the President or the Chief Financial Officer of the Company (or an appropriate designee thereof) will meet with the Investor or a representative thereof at the Company's headquarters to discuss all information relevant for disclosure in the Registration Statement covering the Purchased Shares; provided , that the Company shall not be required to disclose any confidential information to or meet at its headquarters with the Investor until and unless the Investor shall have entered into a confidentiality agreement with the Company in form and substance reasonably satisfactory to the Company with respect thereto.

3.3 Issuance and Quotation . The Company shall comply with all requirements of FINRA and the SEC with respect to the issuance of the Purchased Shares and shall comply with the requirements of the Trading Market with respect to the listing of the Purchased Shares on the Trading Market.

3.4 No Manipulation of Stock . The Company will not take, in violation of applicable law, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Purchased Shares.

3.5 Investment Company . The Company shall conduct its business in a manner so that it will not become subject to the Investment Company Act.

3.6 No Integration . The Company shall not, and shall use its reasonable best efforts to ensure that no affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Purchased Shares in a manner that would require the registration under the Securities Act of the sale of the Purchased Shares to the Investor, or that will be integrated with the offer or sale of the Purchased Shares for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such transaction.

3.7 Rule 144 . The Company covenants that it will timely file the reports required to be filed by it under the Securities Act and the rules and regulations adopted by the SEC thereunder and the Exchange Act (or, if the Company is not required to file such reports, it will, upon the request of the Investor if such request is made after the first anniversary of the Closing Date, make publicly available such information as necessary to permit sales pursuant to Rule 144 under the Securities Act), and it will take such further action as the Investor may reasonably request, all to the extent required from time to time to enable the Investor to sell Purchased Shares without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC. For the avoidance of doubt, the Investor may request that the Company remove, and the Company agrees to authorize and instruct (including by causing any required legal opinion to be provided) the removal of any legend from the Purchased Shares promptly (x) following any sale of the Purchased Shares pursuant to an effective Registration Statement or Rule 144, (y) if the Purchased Shares are eligible for sale under Rule 144 without reference to volume or manner of sale limitations, or (z) after the Registration Statement becomes effective. Upon request, the Company will provide to the Investor written certification of its compliance with the provisions of this Section 3.7.

3.8 Form D and Blue Sky . The Company agrees to timely file a Form D with respect to the Purchased Shares as required under Regulation D. The Company, on or before the Closing Date, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Purchased Shares for sale to the Investor at the Closing pursuant to this Agreement under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification). The Company shall make all filings and reports relating to the offer and sale of the Purchased Shares required under applicable securities or "blue sky" laws of the states of the United States following the Closing Date.

3.9 Further Assurances . The Company hereby agrees to take all further actions, execute all further documents and perform all further things necessary to give effect to the provisions of this Agreement.

3.10 Representations . The Company and the Investor acknowledge and agree that no party to this Agreement has made or makes any representations or warranties with respect to the

transactions contemplated hereby other than those specifically set forth in Articles II and IV herein.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Company that:

4.1 Due Authorization . The Investor has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Investor and this Agreement has been validly executed and delivered and constitutes the valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms, except as rights to indemnity and contribution may be limited by state or federal securities laws; except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights, generally; and, except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.2 Purchase Entirely for Own Account . The Purchased Shares will be acquired for investment only for the Investor's own account, not as a nominee or agent, and not with a present view to the resale or distribution of any part thereof in violation of the Securities Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor does not have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer, or grant participation to any Person with respect to any of the Purchased Shares. Nothing contained herein shall be deemed a representation or warranty by the Investor to hold the Purchased Shares for any period of time.

4.3 Disclosure of Information . The Investor acknowledges that it has received all the information that it has requested relating to the Company and the purchase of the Purchased Shares. The Investor further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Purchased Shares. The Investor recognizes that an investment in the Purchased Shares involves a high degree of risk, including the risk of total loss of the Investor's investment. The Investor has knowledge and experience in the financial and business matters such that it is capable of evaluating the risks of the investment in the Purchased Shares. The foregoing, however, does not limit or modify the representations and warranties of the Company in this Agreement or the right of the Investor to rely thereon. The Investor has, with respect to all matters relating to this Agreement and the offer and sale of the Purchased Shares, not relied upon counsel to the Company except for the legal opinion to be delivered to the Investor pursuant to Section 1.3(c)(vi).

4.4 Accredited Investor . The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, as presently in effect and the

Investor is also knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to the transactions contemplated hereby.

4.5 Restricted Securities . The Investor understands that the Purchased Shares that it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering, and that under such laws and applicable regulations the Purchased Shares may be resold without registration under the Securities Act, only in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

4.6 Legends . It is understood that the certificates evidencing the Purchased Shares shall bear a legend, reading substantially as follows:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AS SET FORTH IN THIS CERTIFICATE. THE SECURITIES REPRESENTED HEREBY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT THERETO UNDER THE ACT UNLESS SUCH SALE, TRANSFER, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS OTHERWISE EXEMPT FROM REGISTRATION AND ANY APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO COUNSEL FOR EXACT SCIENCES CORPORATION, TO THE EFFECT THAT THE PROPOSED SALE, TRANSFER ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION MAY BE EFFECTUATED WITHOUT REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS."

4.7 Brokers and Finders . No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Investor.

4.8 Disclosures to the Company . The Investor understands that the Company is relying on the statements contained herein to establish an exemption from registration under federal and state securities laws.

ARTICLE V

MISCELLANEOUS

5.1 Survival of Representations , Warranties and Agreements . Notwithstanding any investigation made by any party to this Agreement, all covenants, agreements, representations and warranties made by the Company herein shall survive the execution of this Agreement, the delivery to the Investor of the Purchased Shares being purchased and the payment therefor; provided , that the representations and warranties of the parties hereunder shall only survive for a period of one (1) year following the Closing Date.

5.2 Notices . All notices, requests, consents and other communications hereunder shall be in writing, shall be mailed (a) if within the United States by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or by facsimile, or (b) if delivered from outside the United States, by International Federal Express or facsimile, and shall be deemed given and received (i) if delivered by first-class registered or certified mail, three business days after so mailed, (ii) if delivered by nationally recognized overnight carrier, one business day after so mailed, (iii) if delivered by International Federal Express, two business days after so mailed, (iv) if delivered by facsimile, upon electronic confirmation of receipt and shall be delivered as addressed as follows:

(A) if to the Company, to:

EXACT Sciences Corporation
100 Campus Drive
Marlborough, MA 01752
Attention: Chief Executive Officer
Fax: (508) 683-1201

with a copy to:

Goodwin Procter LLP
53 State Street
Boston, MA 02109
Attention: Edward A. King, Esq.
Fax: (617) 523-1231

(B) if to the Investor, at its address below, or at such other address or addresses as may have been furnished to the Company in writing:

Genzyme Genetics
1700 West Park Drive
Westborough, Massachusetts 01581
Attention: Sr. Vice President & General Manager
Fax: (508) 870-7504

with a copy to:

Genzyme Corporation
500 Kendall Street
Cambridge, Massachusetts 02142
Attention: General Counsel
Fax: (617) 252-7553

5.3 Changes . This Agreement may not be modified, waived or amended except pursuant to an instrument in writing signed by the Company and the Investor; provided that the Investor may waive in writing any provision that is intended for its benefit.

5.4 Headings . The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

5.5 Severability . In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial; Currency . This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

5.7 Equitable Relief. The Company recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Investor. The Company therefore agrees that the Investor is entitled to seek temporary and permanent injunctive relief in any such case. The Investor also recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Company. The Investor therefore agrees that the Company is entitled to seek temporary and permanent injunctive relief in any such case.

5.8 Counterparts . This Agreement may be executed in two counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

5.9 Prior Agreements . This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements (including without limitation oral agreements) concerning the purchase and sale of the Purchased Shares.

5.10 Costs , Expenses and Taxes . The Company and the Investor shall each pay the fees and expenses of their respective advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party in connection with the negotiation, preparation, execution, delivery and performance of this Agreement; provided , that all fees and expenses incident to the Company's performance of or compliance with its obligations under Section 3.2(a), (b) and (c) of this Agreement (excluding any underwriting discounts and selling commissions and all legal fees and expenses of legal counsel for the Investor) shall be borne by the Company. The Company shall pay all stamp taxes and other taxes and duties levied in connection with the sale and issuance of the Purchased Shares to the Investor.

5.11 Transfer of Rights . All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including without limitation transferees of any Purchased Shares), whether so expressed or not; provided , however , that rights conferred to the Investor may be transferred to a transferee of Purchased Shares only if the Company has been given written notice thereof, such transfer complies with the requirements of applicable law and FINRA and the SEC and such transferee is a purchaser of Purchased Shares from the Investor representing at least fifty percent (50%) of the Purchased Shares.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EXACT SCIENCES CORPORATION

By: /s/ Jeffrey R. Luber
Name: Jeffrey R. Luber
Title: President and Chief Executive Officer

GENZYME CORPORATION

By: /s/ Earl M. Collier, Jr.
Name: Earl M. Collier, Jr.
Title: Executive Vice President

Nominee name for stock certificate (if any): _____

Exhibit 99.1

Press Release

Contacts:
John Woolford
Westwicke Partners, LLC
443-213-0506
john.woolford@westwickepartners.com

EXACT SCIENCES ANNOUNCES STRATEGIC TRANSACTION WITH GENZYME INCLUDING INTELLECTUAL PROPERTY ASSET PURCHASE AND EQUITY INVESTMENT

Assets Include Intellectual Property Related to Reproductive and Prenatal Health;

EXACT to Receive Total Cash Infusion of $24.5 Million

Marlborough, MA – (January 27, 2009) – EXACT Sciences Corporation (NASDAQ: EXAS) announced today that the company has formed a strategic relationship with Genzyme Corp. (NASDAQ: GENZ) pursuant to which Genzyme has acquired certain intellectual property assets related to the fields of prenatal and reproductive health as well as three million shares of EXACT common stock. Under the transaction, EXACT retained exclusive worldwide rights to its colorectal cancer screening and stool-based DNA testing intellectual property, and will receive a share of Genzyme's sublicensing income derived from the purchased intellectual property outside the fields of prenatal and reproductive health.

Jeffrey R. Luber, EXACT's President and Chief Executive Officer, said, "This strategic relationship with Genzyme is an important milestone in EXACT's continued evolution and will serve as a solid platform for us to grow our oncology diagnostics business. Genzyme is one of the world's leading biotechnology companies and this transaction offers an ideal relationship for EXACT. In addition to the substantial infusion of capital into EXACT, we believe that our ability to access Genzyme's extensive development and regulatory expertise will facilitate our efforts toward the introduction of our next-generation platform for colorectal cancer screening."

"This transaction will bring Genzyme intellectual property in support of our development of non-invasive prenatal testing and other advanced diagnostic testing services," said Jon L. Hart, Senior Vice President and General Manager, Genzyme Genetics. "We have a responsibility to bring forward more advanced testing options for physicians and families and we are strongly committed to driving continued innovation in this field. We

are pleased to be shareholders in EXACT and believe that our relationship may facilitate their important mission to bring novel stool-based cancer diagnostics to the public."

Terms of the Transaction

The transaction provides for EXACT to receive $24.5 million in cash in total. At closing, EXACT received $16.65 million, with an additional $1.85 million to be received over the next 18 months, contingent upon the non-occurrence of certain events, in exchange for the sale and license of certain of EXACT's intellectual property assets, including those relating to reproductive and prenatal health. In addition, Genzyme purchased 3.0 million shares of EXACT common stock at $2.00 per share for an aggregate purchase price of $6.0 million. The per share purchase price represents a 127% premium to the 30-day average closing price of EXACT shares as of Market close on Monday, January 26th.

EXACT will retain rights to the technology for stool-based detection of any disease and stool or blood-based screening assays for colorectal cancer in patient samples. Further, EXACT will receive exclusive rights in these fields to improvements to the purchased intellectual property that may be developed by Genzyme. EXACT will also receive rights in these fields to improvements resulting from any joint developments between EXACT and Genzyme.

In addition, EXACT and Genzyme have amended their March 1999 license to provide EXACT with the additional rights necessary to distribute FDA approved kits for stool-based detection of disease and colorectal cancer screening based on the detection of APC and P53 mutations. The license amendment as well as the ongoing assumption by Genzyme of certain patent costs will reduce EXACT's cash outlays going forward.

The companies have also agreed to form a joint advisory committee to assist both parties in the achievement of product development goals related to the purchased IP and to assist EXACT with its regulatory goals. Genzyme and EXACT's joint advisory committee will consist of internal experts and outside advisors who are recognized leaders in the technological, clinical, and regulatory aspects of diagnostic testing who will advise both organizations on their product development objectives. Finally, Genzyme has agreed to pay EXACT a double digit percentage of any sublicensing income that it receives outside the field of reproductive and prenatal health which utilize the intellectual property.

EXACT's Strategic Plan

Going forward, EXACT plans to focus on the development of a Version 3 colorectal cancer screening test based on an improved DNA detection technology developed by Johns Hopkins University. Previously, EXACT announced the published results from a proof of concept study using the BEAMing technology, an advanced form of digital PCR, in which stool and blood plasma were assessed in a head-to-head comparison for the detection of colorectal cancer (CRC). Study results demonstrated 92 percent sensitivity for detecting CRC in stool samples. These data were published in the August 2008 issue of *Gastroenterology* in a paper entitled "Analysis of Mutations in DNA Isolated from Plasma and Stool of Colorectal Cancer Patients." The newly expanded APC/P53 gene license with Genzyme to the key genetic markers used in the August BEAMing publication will facilitate the Company's efforts to offer FDA-approved kits based on such a Version 3 technology.

EXACT intends to resume sample collection for a clinical trial aimed at securing FDA clearance or approval for a new Version 3 technology for non-invasive colorectal cancer screening. The Company currently plans to design the trial based on its extensive discussions held with the FDA in mid 2008 and will seek input from Genzyme through the joint advisory committee. EXACT intends to re-start the sample accrual process during the current fiscal quarter. This should allow EXACT to submit an application for FDA approval in 2011, assuming its platform development and sample collection goals have been met prior to this date. Achieving development goals more quickly may allow EXACT to pursue CLIA launch of a Version 3 test by early 2011, an opportunity the company plans to evaluate as part of its strategic plan. The Company also intends to continue its evaluation of related technologies, resources, and relationships that can accelerate its overall progress and allow it to access adjacent opportunities such as aero-digestive cancer screening.

EXACT remains encouraged by the recent momentum in state-based mandates for coverage of sDNA testing following its inclusion in the March 2008 American Cancer Society guidelines recommendation. The Company intends to continue its work with health insurers and other third party payors around the country to expand coverage.

Based on current expectations, EXACT believes that its cash resources should last into 2011, which would allow the Company to be opportunistic in seeking the further financing that will be needed to develop and launch a Version 3 test. The Company is continuing to develop a detailed implementation plan for its Version 3 technology.

Management Update

In conjunction with the completion of this transaction, Jeffrey R. Luber, EXACT's President and Chief Executive Officer, has announced his intention to work with the Board to find a new CEO with product and commercial development expertise directly aligned with EXACT's next phase of growth. To that end, the Board has set up a search committee to initiate the search process for a new Chief Executive Officer. Mr. Luber intends to remain President and CEO until the appointment of his replacement.

Patrick J. Zenner, Chairman of the Board of Directors of EXACT, said, "We applaud Jeff for his many successes at EXACT, including leading us through inclusion in the American Cancer Society screening guidelines and this very successful strategic relationship with Genzyme. Jeff has played a pivotal role, on so many levels, in putting in place a platform for EXACT's future success, for which all of us on the Board are sincerely appreciative."

"It remains a privilege to be part of a public health story as important as EXACT Sciences," commented Mr. Luber. "It is equally gratifying to work with such a dedicated and passionate team of board members and managers, all with the same goal in mind—decreasing mortality from colorectal cancer through the power of DNA. I look forward to working with the Board through this important period of transition."

Merriman Curhan Ford & Co. delivered an opinion to the board of Exact Sciences as to the fairness of the transaction.

Conference Call and Webcast

EXACT management will be hosting a conference call beginning at 8:30 am Eastern Time tomorrow, Wednesday, January 28, 2009, to discuss the Genzyme transaction. The dial-in number within the United States is 800-638-4817. The dial-in number for international callers is 617-614-3943. The participant passcode is 29573556.

A replay of the conference call will be available for one month, beginning at approximately 11:30 am Eastern Time Wednesday, January 28, 2009 until February 28, 2009. The dial-in number from within the United States is 888-286-8010. The dial-in number for international callers is 617-801-6888. The participant passcode is 80815079

The conference call will also be webcast and can be accessed from the company's website at www.exactsciences.com. The webcast will be available for one month.

About EXACT Sciences Corporation

EXACT Sciences Corporation uses applied genomics to develop patient-friendly screening technologies for use in the detection of cancer. EXACT maintains an exclusive license agreement in the United States and Canada with Laboratory Corporation of America® Holdings (LabCorp®) for certain intellectual property relating to stool-based DNA screening. Stool-based DNA technology is included in the colorectal cancer screening guidelines of the American Cancer Society and the U.S. Multi-Society Task Force on Colorectal Cancer (a group comprised of representatives from the American College of Gastroenterology, American Gastroenterological Association, and American Society for Gastrointestinal Endoscopy), and the American College of Radiology. EXACT Sciences is based in Marlborough, Mass.

About Genzyme

One of the world's leading biotechnology companies, Genzyme is dedicated to making a major positive impact on the lives of people with serious diseases. Since 1981, the company has grown from a small start-up to a diversified enterprise with more than 10,000 employees in locations spanning the globe and 2008 revenues of $4.6 billion. In 2007, Genzyme was chosen to receive the National Medal of Technology, the highest honor awarded by the President of the United States for technological innovation.

With many established products and services helping patients in nearly 90 countries, Genzyme is a leader in the effort to develop and apply the most advanced technologies in the life sciences. The company's products and services are focused on rare inherited disorders, kidney disease, orthopaedics, cancer, transplant and immune disease, and diagnostic testing. Genzyme's commitment to innovation continues today with a substantial development program focused on these fields, as well as cardiovascular disease, neurodegenerative diseases, and other areas of unmet medical need.

Risk Factors and Forward-Looking Statements

Certain statements made in this press release that are not based on historical information are express or implied forward-looking statements relating to, among other things, EXACT Sciences' expectations concerning management's forecast of financial performance, including available

cash and cash savings, the development of EXACT's Version 3 technology and filing of an application for clearance or approval with the FDA, the hiring of a new Chief Executive Officer, the success of EXACT's strategic relationship with Genzyme, and similar matters. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond EXACT Sciences' control, and which could cause actual results to differ materially from those contemplated in these forward-looking statements. In particular, the risks and uncertainties include, among other things, EXACT Sciences' ability to secure FDA approval or clearance for any of its products; changes in FDA guidance or policy; the success of EXACT's strategic relationship with Genzyme; the risks of litigation; the ability to attract prospective collaborators or other parties to enter into a collaboration, acquisition or other strategic transaction with EXACT; the ability to raise additional capital on acceptable terms; the clinical performance and market acceptance of its technologies; the reproducibility of its research results in subsequent studies and in clinical practice; sufficient investment in the sales and marketing of EXACT Sciences' technologies; the success of its strategic relationship with LabCorp; EXACT Sciences' ability to license certain technologies or obtain raw materials for its technologies; the ability to convince Medicare and other third-party payors to provide adequate reimbursement for EXACT Sciences' technologies; the ability to convince medical practitioners to order tests using EXACT Sciences' technologies; the ability to increase the performance its technologies; the ability of EXACT Sciences or LabCorp to lower the cost of stool-based DNA screening technologies through automating and simplifying key operational processes; the number of people who decide to be screened for colorectal cancer using EXACT Sciences' technologies; competition; the ability to protect EXACT Sciences' intellectual property and the cost of enforcing or defending EXACT Sciences in litigation relating to intellectual property rights; and the possibility that other companies will develop and market novel or improved methods for detecting colorectal cancer. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. EXACT Sciences undertakes no obligation to update or revise the information contained in this press release, whether as a result of new information, future events or circumstances or otherwise. For additional disclosure regarding these and other risks faced by EXACT Sciences, see the disclosure contained in EXACT Sciences' public filings with the Securities and Exchange Commission including, without limitation, its most recent Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q filed with the SEC.

ADDITIONAL INFORMATION

On January 27, 2009, Sequenom, Inc. commenced an unsolicited exchange offer to acquire all of the outstanding shares of common stock of EXACT in a stock-for-stock transaction. This communication is not a recommendation on how any stockholder should act with respect to any such exchange offer. Sequenom has filed a Schedule TO and a registration statement on Form S-4 with the Securities and Exchange Commission to register the Sequenom shares to be issued in such exchange offer. Unless the exchange offer is terminated, EXACT will file a solicitation/recommendation statement on Schedule 14D-9 with the Securities and Exchange Commission with respect to the exchange offer. EXACT stockholders are strongly advised to read those documents, as well as any amendments or supplements to those documents, because they will contain important information that should be read carefully and considered before any decision is made with respect to any such exchange offer. Investors and security holders may obtain a free copy of the registration statement and the solicitation/recommendation statement (when and if available) and other relevant documents at the Commission's Internet web site at www.sec.gov. The solicitation/recommendation statement (when and if available) may also be obtained free of charge from EXACT by directing such request to: Investor Relations, EXACT Sciences, 100 Marlborough, MA 01752.