

FOUNDATION MEDICINE, INC.
One Kendall Square
Cambridge, MA 02139

December 28, 2012

Gates Ventures, LLC
2365 Carillon Point
Kirkland, WA 98033
Phone: [REDACTED]
Attn: General Counsel

Re: Management Rights

Ladies and Gentlemen:

This letter shall confirm our agreement that, effective as of the date hereof, Foundation Medicine, Inc. (the “**Company**”) hereby grants Gates Ventures, LLC (the “**Investor**”) the following contractual information rights, in addition to any information rights provided to the Investor pursuant to that certain Amended and Restated Investors’ Rights Agreement, dated as September 10, 2012, by and among the Company, the Investor and certain other investors (as it may be amended and/or restated from time to time, the “**Investors’ Rights Agreement**”), in connection with, and in partial consideration of, the Investor’s purchase of shares of the Company’s Series B Preferred Stock, par value \$0.0001 per share (the “**Series B Preferred Stock**”), on the date hereof.

1. The Investor shall have the right to one telephone conference with the Company’s Chief Executive Officer (the “**CEO**”) (or other senior officer of the Company approved in writing by the Investor) during each quarter of each fiscal year of the Company. Such telephone conference (i) shall include a reasonably comprehensive quarterly retrospective and prospective review of the Company’s business, (ii) shall last for a mutually agreed-upon duration as necessary to provide for such review and (iii) shall occur at a mutually agreed-upon time. At each meeting, the CEO (or such other approved senior officer) shall deliver to the Investor (a) information concerning the Company which the Investor may reasonably request, and (b) such other information concerning the matters discussed at each meeting of the Company’s Board of Directors (the “**Board**”) that has occurred since the Investor’s last meeting pursuant to sections (1) or (2) of this letter agreement, including, without limitation, all written materials distributed to the Board in connection with each such Board meeting, provided that such materials may be redacted as the CEO shall reasonably determine is necessary to protect the Company’s confidential or proprietary information.

2. The Investor shall have the right to one in-person meeting with the CEO (or other senior officer of the Company approved in writing by the Investor) during each fiscal year of the Company. Such meeting (i) shall include a comprehensive annual retrospective and prospective review of the Company’s business, (ii) shall last for a mutually agreed-upon duration as necessary to provide for such review, (iii) shall occur at such location as the Investor and the Company shall mutually agree upon, and (iv) shall occur at a mutually agreed-upon time. It is

presently envisioned that those annual meetings would take place during the week of the J.P. Morgan life sciences conference in San Francisco each January. At each such meeting, the CEO (or such other approved officer) shall deliver to the Investor (a) information concerning the Company which the Investor may reasonably request, and (b) such other information concerning the matters discussed at each meeting of the Board that has occurred since the Investor's last meeting pursuant to section (1) or (2) of this letter agreement, including, without limitation, all written materials distributed to the Board in connection with each such Board meeting, provided that such materials may be redacted as the CEO shall reasonably determine is necessary to protect the Company's confidential or proprietary information.

3. If at any time the Investor reasonably determines that significant developments have occurred in the Company's business since the Investor's last conference or meeting pursuant to section (1) or (2) of this letter agreement, the Investor shall have the right to request an additional telephone conference with the CEO (or other senior officer of the Company approved in writing by the Investor), and the Company shall make the CEO available within five (5) business days of the Investor's request at a mutually agreed-upon time to discuss such developments and the Investor's reasonable questions regarding such developments. Any such additional teleconference shall last for a mutually-agreed upon duration as necessary to provide for such discussion (not to exceed two (2) hours). Absent exceptional circumstances, there shall not be more than one (1) such telephone conference in any calendar month.

4. Investor agrees that any information provided to or learned by it in connection with the exercise of its rights under this letter agreement (including, without limitation, the aforementioned telephone conferences and annual meetings) shall be subject to the confidentiality provisions set forth in the Investors' Rights Agreement in Section 3.3 thereof. The Investor may not include in any telephone conference or meeting with the Company any individuals who may not receive such information pursuant to the confidentiality provisions of that Section 3.3 as provided therein. The Company and its representatives shall not be required by this letter agreement to (i) take any actions that would reasonably be expected to waive the Company's attorney-client privilege or conflict with the Company's obligations with respect to confidential or proprietary information of third parties (ii) take any actions (including, without limitation, delivering any information) in violation of applicable law or regulation, or (iii) disclose any of the Company's trade secrets.

5. The rights described in sections (1), (2), (3) and (7) herein shall terminate and be of no further force or effect upon: (a) such time as fewer than 2,212,389 shares of the Company's capital stock (subject to adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the applicable shares) are held by the Investor and/or any of its affiliates; (b) immediately prior to the consummation of the Company's first underwritten public offering of its Common Stock under the Securities Act of 1933, as amended; (c) such time as the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; (d) the listing of the Company's Common Stock on a nationally recognized securities exchange or trading system; or (e) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (A) the reincorporation of the Company in a different state or (B) the formation of a holding company that shall be owned

exclusively by the Company's stockholders and shall hold all of the outstanding shares of capital stock of the Company's successor. It is understood and agreed that, under section (1), (2), (3) or (7) of this letter agreement (and notwithstanding those sections), the Company may elect not to have disclosed to the Investor any information concerning a transaction addressed by clause (b) through (e) of this section (5).

6. Subject to section (5), if the Company engages in a restructuring or similar transaction, any resulting entity or entities shall be subject to this letter agreement in the same manner as the Company.

7. The Company hereby agrees that, notwithstanding any provision of the Purchase Agreement or any other agreement or document to the contrary but subject to the termination of this section (7) pursuant to section (5) of this letter agreement, at such time as the Investor shall no longer be entitled to the information and inspection rights set forth in Sections 3.1 and 3.2 of the Investors' Rights Agreement, this letter shall be deemed to be automatically amended, without any further action on the part of any party hereto, to include in their entirety herein, such information and inspection rights as in effect on the date hereof.

8. The rights under this letter agreement are non-transferable, provided that the Investor may transfer all the rights granted to it hereunder to any affiliate of the Investor to whom all the shares of capital stock of the Company purchased by the Investor pursuant to that certain Amendment No. 1 to the Series B Convertible Preferred Stock Purchase Agreement of even date herewith (as may be converted into shares of the Company's Common Stock) are transferred, subject to such affiliate agreeing to be bound by this letter agreement and the confidentiality provisions set forth in the Investors' Rights Agreement in Section 3.3 thereof; provided that if the transferee affiliate is thereafter no longer affiliated with the Investor, then the rights described in sections (1), (2), (3) and (7) herein shall terminate and be of no further force or effect. The confidentiality obligations referenced herein shall survive any termination of this letter agreement.

9. For purposes of this letter agreement, an "affiliate" shall mean an entity controlling, controlled by, or under common control with another entity, where "control" means ownership, directly or through one or more Affiliates, of a majority of the shares of stock entitled to vote for the election of directors in the case of a corporation, or a majority of the voting equity interests in the case of any other type of legal entity, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

10. The Company acknowledges that the Investor has informed it that (i) William H. Gates III is the sole member of the Investor and a trustee of the Bill & Melinda Gates Foundation (the "**Foundation**") and (ii) Mr. Gates and the Investor are "disqualified persons" under the Internal Revenue Code with respect to the Foundation. The Company shall not enter any agreement or arrangement with the Foundation or otherwise involve the Foundation in the operations or business of the Company without the prior written consent of the Investor. The

Investor agrees to cooperate with the Company as reasonably necessary in order to assist the Company in complying with the foregoing covenant.

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FOUNDATION MEDICINE, INC.

By: 
Name: Michael Pellini, M.D.
Title: President and Chief Executive Officer

Acknowledged and Agreed this ___ day of December, 2012:

GATES VENTURES, LLC

By: _____
Name:
Title:

FOUNDATION MEDICINE, INC.

By: _____
Name: Michael Pellini, M.D.
Title: President and Chief Executive Officer

Acknowledged and Agreed this ___ day of December, 2012:

GATES VENTURES, LLC

By: 
Name:
Title: