

## HDinHD APPLICATIONS/DATABASE DATA USE AGREEMENT

**THE RECEIPT AND USE OF DATA IN THE HDINHD DATABASE REQUIRES THAT THE ORGANIZATION REQUESTING SUCH DATA (THE "RECIPIENT") TO ENABLE THE RECIPIENT'S RESEARCHERS (EACH, A "RECIPIENT RESEARCHER") TO PERFORM RESEARCH AGREES TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS HDINHD DATABASE DATA USE AGREEMENT (THIS "AGREEMENT").**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING AND/OR USING ANY DATA IN THE HDINHD DATABASE. BY CLICKING THE "AGREE TO/ACCEPT" BUTTON, THE RECIPIENT IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

The mission of CHDI Foundation, Inc. ("CHDI") is to facilitate and enable the development of therapeutics that will substantially improve the lives of individuals affected by Huntington's disease ("HD") as quickly as possible.

In furtherance of that mission, CHDI seeks to make data that may be useful for HD-related research available to the research community for HD-related research purposes.

The Recipient desires to access and/or obtain certain of such data from CHDI to enable the Recipient Researchers to perform research that furthers the development of treatments of HD.

CHDI is willing to make such data available to the Recipient to facilitate the performance of such research.

This Agreement sets forth certain terms and conditions to govern the use of such data by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient agrees with, and for the benefit of CHDI, as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
  - (a) "Data" means any applications and data made available to, or accessed or obtained/downloaded by, the Recipient from the HDinHD Database. For the avoidance of any doubt, Data does not include Research Results.
  - (b) "HDinHD Database" means that collection of applications and data made available through HDinHD.org.

- (c) "Research" means any activity that furthers the development of treatments of HD other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.
  - (d) "Research Results" means (i) all data, formulae, outcomes or other results produced and (ii) any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection, conceived, discovered, invented, made or first reduced to practice, in each case in the course of the Recipient's conduct of Research using the Data. For the avoidance of doubt, Research Results expressly excludes all Data.
2. Non-Exclusive License. CHDI grants to the Recipient a non-exclusive, non-transferable, non-assignable, non-sublicensable, paid-up license throughout the world to use the Data for the sole purpose of conducting Research that is either directed and/or overseen by, or conducted in collaboration with, a Recipient Researcher. Except as expressly provided in this Agreement, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of CHDI or any other third party. In particular, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to use the Data or any related patents, patent applications, trade secrets or other proprietary rights of CHDI or any third party for any purpose other than Research.
3. No Warranties. THE DATA ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE DATA.
4. Ownership of the Data; Ownership of Research Results.
- (a) Ownership of the Data. As between CHDI and the Recipient, CHDI retains ownership of the Data.

- (b) Ownership of Research Results. As between CHDI and the Recipient, the Recipient retains ownership of all Research Results (except that, as between CHDI and the Recipient, CHDI retains ownership rights to any Data included therein). CHDI acknowledges and agrees that the Recipient is free to file patent application(s) claiming Research Results.

5. Use of the Data.

- (a) Use of the Data by the Recipient. The Recipient agrees:
  - (i) to use the Data for the sole purpose of conducting Research that is either directed and/or overseen by, or conducted in collaboration with, a Recipient Researcher; and
  - (ii) to retain or continue to use the Data only for as long as is required by the Recipient to fulfil the Research purposes for which the Data was provided and licensed to the Recipient under this Agreement; and
  - (iii) to use the Data in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
  - (iv) to maintain, store and treat the Data in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Recipient would maintain, store and treat its own proprietary or confidential information to prevent its unauthorized transfer, disclosure or publication, as applicable; and
  - (v) to have and maintain appropriate technical and organizational measures, to ensure and demonstrate that its use of the Data is performed in accordance with the Data Protection Legislation and to ensure the security of the Data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized transfer, disclosure, access or use for as long as the Recipient retains or continues to use the Data; and
  - (vi) not to use the Data to attempt to determine, or determine, the identity of any of the research participants participating in the Enroll-HD Study whose (A) genotypic or phenotypic data is included in the Data and/or (B) data and/or biological materials were used to derive data included in the Data; and
  - (vii) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to transfer or disclose the Data to any third party; and

- (viii) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Data (including any Data contained or incorporated in any Research Results); and
  - (ix) to report to CHDI any data breach, use, transfer, disclosure or publication of the Data not expressly permitted by this Agreement within 10 days of becoming aware of any such data breach, use, transfer, disclosure or publication; and
  - (x) to promptly notify CHDI if the Recipient makes a good-faith determination that the Recipient no longer has a need to retain or continue to use the Data to fulfil the Research purposes for which the Data was provided and licensed to the Recipient under this Agreement.
- (b) Provision of Data to Third Parties to Replicate Published Research Results. In addition, CHDI agrees, upon the written request of the Recipient, to provide the same Data provided to the Recipient under this Agreement to any third party that desires to attempt to replicate Research Results published by a Recipient Researcher; provided, that, such third party (i) submits a request to CHDI to obtain the Data and (ii) executes a data use agreement with CHDI containing terms and conditions the same as those set forth in this Agreement.
6. Requests for Data from Third Parties. The Recipient agrees to refer to CHDI any request for the Data from (a) any other person within Recipient's organization other than those persons conducting Research with, and under the direction of, a Recipient Researcher or (b) any third party.
7. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. CHDI will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any third party, to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Data by the Recipient.

8. Publication of Research Results; Publication Policy; Acknowledgement of the Source of the Data.
- (a) Publication of Research Results. The Recipient and the Recipient Researchers shall have the sole and exclusive right to publish the Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researchers to acknowledge and agree) that the right to publish the Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Data. The Recipient shall use reasonable efforts (and shall cause the Recipient Researchers to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the Research Results as soon as reasonably possible after such Research Results have been produced.
  - (b) Publication Policy. As described in CHDI's Publication Policy (as amended from time to time), it is CHDI's position that all matters related to authorship of scientific publications resulting wholly or in substantial part from CHDI resources (financial support, data or biomaterials) should be determined in accordance with the criteria defined by the International Committee of Medical Journal Editors (<http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html>). The Recipient acknowledges that, when publishing any Research Results, the Recipient is expected to comply with CHDI's Publication Policy.
  - (c) Acknowledgement of the Source of the Data. The Recipient agrees that, when publishing any Research Results, the Recipient will acknowledge CHDI as well as any researchers that generated the Data as the source of the Data in accordance with CHDI's Publication Policy (a list of such researchers will be provided upon written request to CHDI).
9. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate (i) upon a breach of any material representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI or (ii) if the Recipient delivers a notice to CHDI in accordance with Section 5(a)(x) of this Agreement.
  - (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of all Data (including any Data contained or incorporated in any Research Results) and (ii) will immediately and appropriately destroy, discard and/or delete all Data (including any Data contained or incorporated in any Research Results).

The termination of this Agreement will not (A) relieve either party hereto from the performance of its obligations under this Agreement which accrued prior to the date of termination, (B) relieve either party hereto from obligations it has under sections of this Agreement which expressly survive such termination or (C) relieve any party hereto then in breach of this Agreement for any liabilities to the other party hereto resulting from that breach.

(c) Survival of Certain Provisions. This Section 9 and each of Section 1, Section 3 through Section 8 and Section 10 through Section 17 shall survive any termination of this Agreement.

10. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

If to CHDI to:

CHDI Foundation, Inc.  
c/o CHDI Management, Inc.  
350 Seventh Avenue, Suite 200  
New York, NY 10001  
Attention: Chief Administrative Officer

With a copy to:

CHDI Foundation, Inc.  
c/o CHDI Management, Inc.  
350 Seventh Avenue, Suite 200  
New York, NY 10001  
Attention: Chief Legal Officer

If to the Recipient, to the addresses for the Recipient and the Recipient Researchers maintained in each Recipient Researcher's HDinHD Database Access Account.

11. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior

understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.

13. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
15. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.
17. Authority to Execute this Agreement. The individual agreeing to/accepting the terms and conditions of this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to accept and be bound by the terms and conditions of this Agreement on behalf of the Recipient.

[End of HDinHD Applications/Database Data Use Agreement]