

HDinHD APPLICATIONS/DATABASE DATA USE AGREEMENT

THE RECEIPT AND USE OF DATA IN THE HDINHD DATABASE REQUIRES THAT THE ORGANIZATION (THE "RECIPIENT") REQUESTING SUCH DATA TO ENABLE THE RECIPIENT'S RESEARCHER (THE "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 obtain certain of such data from CHDI to enable the Recipient Researcher to perform research that furthers the development of treatments for HD.

CHDI is willing to make such data available to the Recipient to enable the Recipient Researcher to perform research that furthers the development of treatments for HD.

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 provided to, or obtained by, the Recipient from the HDinHD Database. For the avoidance of any doubt, Data does not include HD-Related Research Results.

- (b) "HDinHD Database" means that collection of applications and data made available through HDinHD.org.
 - (c) "HD-Related Research" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention 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, HD-Related 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) "HD-Related Research Results" means all data, formulae, outcomes or other results produced by the Recipient in the course of conducting HD-Related Research using the Data.
2. Acknowledgement of the Recipient of Nature of the Data. The Recipient acknowledges that (a) the Data may contain data that was collected from research participants in clinical studies and (b) CHDI, as the organization making such data available for research use, has an obligation to safeguard the identity of the research participants from which such data were collected.
 3. 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 HD-Related Research that is directed and overseen by the Recipient Researcher. 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 other third party for any purpose other than HD-Related Research.
 4. 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.
 5. Ownership.
 - (a) Ownership of the Data. As between CHDI and the Recipient, CHDI retains ownership of the Data.

- (b) Ownership of HD-Related Research Results. As between CHDI and the Recipient, the Recipient retains ownership of all HD-Related Research Results (except that, as between CHDI and the Recipient, CHDI retains ownership rights to any Data included therein).
6. 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 HD-Related Research that is directed and overseen by the Recipient Researcher; and
 - (ii) to use the Data in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
 - (iii) 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
 - (iv) to the extent the Data includes data collected from research participants in clinical studies, not to use the Data to attempt to determine, or determine, the identity of any of the research participants from which the Data were collected; and
 - (v) 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
 - (vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Data; and
 - (vii) to report to CHDI any use, transfer, disclosure or publication of the Data not expressly permitted by this Agreement within 10 days of becoming aware of any such use, transfer, disclosure or publication.
 - (b) Destruction of Certain Data upon Request. To the extent the Data includes data collected from research participants in clinical studies, from time-to-time a research participant whose genotypic or phenotypic data is included in the Data may request that their genotypic or phenotypic data no longer be stored and used for research. To accommodate that circumstance, upon

notice from CHDI the Recipient will appropriately destroy or discard, and discontinue use of, all of the Data identified by CHDI in such notice.

- (c) Provision of Data to Third Parties to Replicate Published HD-Related 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 HD-Related Research Results published by the Recipient Researcher; provided, that, such third party has executed and delivered a HDinHD Database Data Use Agreement.
7. 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 the HD-Related Research with, and under the direction of, the Recipient Researcher or (b) any third party.
8. 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 other 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 their respective 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, as the case may be, 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.
9. Publication of HD-Related Research Results; Acknowledgement of the Source of the Data. The Recipient and the Recipient Researcher shall have the sole and exclusive right to publish the HD-Related Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researcher to acknowledge and agree) that the right to publish the HD-Related Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Data or, to the extent the Data includes data collected from research participants in clinical studies, the recoded identification numbers assigned to the research participants from which the Data were collected and provided with the Data. The Recipient shall use reasonable efforts (and shall cause the Recipient Researcher to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the HD-Related Research Results as soon as reasonably possible after such HD-Related Research Results have been produced. The Recipient acknowledges that the Recipient Researcher is (a)

expected to comply with the [CHDI Foundation Publication Policy](#) as adopted from time to time and (b) provide appropriate acknowledgement to the researchers that generated the Data in any publication of the Research Results if such Data contributed to such publication (a list of such researchers will be provided upon written request to CHDI).

10. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any 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.
 - (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Data and (ii) will immediately and appropriately destroy or discard the Data.
 - (c) Survival of Certain Provisions. This Section 10 and each of Section 1, Section 2, Section 4 through Section 9 and Section 11 through Section 18 shall survive any termination of this Agreement.
11. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) 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 facsimile or 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
Facsimile: 212-239-2101
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
Facsimile: 212-239-2101
Attention: Chief Legal Officer

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

12. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. Authority to Execute this Agreement. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to execute and deliver this Agreement on behalf of the Recipient.

[End of HDinHD Applications/Database Data Use Agreement]