Enroll-HD Training Module Use Agreement

ACCESS TO, AND USE OF, ANY TRAINING MODULES (INCLUDING ANY CONTENT THEREIN) (COLLECTIVELY, THE "TRAINING MODULES") MADE AVAILABLE THROUGH HDTRAINING.ENROLL-HD.ORG (THE "ENROLL-HD WEBSITE TRAINING SUB-DOMAIN") REQUIRES THAT THE INDIVIDUAL (THE "USER") REQUESTING SUCH ACCESS AND USE AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS ENROLL-HD TRAINING MODULE USE AGREEMENT (THIS "AGREEMENT"). BY CLICKING "AGREE TO/ACCEPT", THE USER AGREES TO BE BOUND BY THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING "AGREE TO/ACCEPT".

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 is funding the conduct of a global multi-site observational clinical study entitled "A Prospective Registry Study in a Global Huntington's Disease Cohort (Enroll-HD)" (the "Enroll-HD Study").

CHDI's wishes to ensure that those managing and administering the Enroll-HD Study are properly trained. In furtherance of that objective, CHDI wishes to make the Training Modules available to individuals involved in managing and administering the Enroll-HD Study.

The User is either (a) an individual who has contracted with CHDI, (b) an employee or contractor of an entity who has contracted with CHDI or (c) an employee or contractor of a clinical study site participating in the Enroll-HD Study and, in each case, desires to obtain access to the Training Modules and to use the Training Modules in order to be properly trained to manage and administer the Enroll-HD Study.

CHDI is willing to make the Training Modules available to the User pursuant to the terms and conditions of this Agreement.

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 User agrees as follows:

1. Grant of Non-Exclusive License; Ownership; No Implied Rights.

(a) Grant of Non-Exclusive License. CHDI grants to the User a non-exclusive, non-transferable, non-assignable, non-sublicensable, paid-up license throughout the world to access and use the Training Modules solely for educational and training purposes in relation to the User's conduct of the Enroll-HD Study.

(b) Ownership; No Implied Rights. The Training Modules are owned by CHDI or its licensors. The User acknowledges and agrees that no express or implied licenses or other rights are provided to use the Training Modules or other proprietary
rights of CHDI or its licensors for any purpose other than educational and training purposes in relation to the User's conduct of the Enroll-HD Study. All other rights are reserved to CHDI or its licensors. For the avoidance of any doubt, the User obtains no rights in the Training Modules other than the license granted in Section 1(a) of this Agreement.

2. No Warranties. THE TRAINING MODULES ARE PROVIDED "AS-IS" AND ON AN "AS AVAILABLE" BASIS. CHDI, ITS AFFILIATES, AGENTS AND LICENSORS MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE TRAINING MODULES NOR THAT THE TRAINING MODULES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR THAT THE COMPUTERS OR SERVERS THROUGH WHICH THE TRAINING MODULES ARE ACCESSIBLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE USER EXPRESSLY AGREES THAT THE USER'S USE OF THE TRAINING MODULES IS AT USER'S SOLE RISK. CHDI DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE USER'S USE OF THE TRAINING MODULES, INCLUDING THE GIVING OF ADVICE BY THE USER TO ANY THIRD PARTY. THE TRAINING MODULES DO NOT AND CANNOT REPLACE THE NEED FOR PROFESSIONAL JUDGMENT AS TO THE SUFFICIENCY AND ACCURACY OF ANY CONTENT CONTAINED IN THE TRAINING MODULES.

3. User Representations and Warranties. The User represents and warrants that the User is either (a) an individual who has contracted with CHDI, (b) an employee or contractor of an entity who has contracted with CHDI or (c) an employee or contractor of a clinical study site participating in the Enroll-HD Study.

4. Use of the Training Modules. The User agrees:

(a) that the User may incur charges from his/her internet service provider while accessing the Training Modules and downloading any content as permitted by this Agreement and that the User shall be solely responsible for paying such charges; and

(b) that the User is responsible for verifying that the computer used by the User to access the Training Modules is compatible with the minimum specification requirements for the Training Modules; and

(c) that CHDI is not obliged to provide the User with any technical support in relation to the User's access to, and use of, the Training Modules; and

(d) to access to, and use of, the Training Modules solely for educational and training purposes in relation to the User's management and administration of the Enroll-HD Study; and
(e) to use the Training Modules in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and

(f) not to attempt to determine, or determine, the identity of any of the individuals shown or depicted in the Training Modules; and

(g) not to attempt to remove, or remove, any authors' names or trademark, copyright or other notices appearing in the Training Modules; and

(h) not to attempt to modify, or modify, the Training Modules in any way; and

(i) not to attempt to recreate, or recreate, any portion of the Training Modules; and

(j) not to disclose the User's password for access to the Training Modules to any third party, or to otherwise facilitate or permit any third party to view the Training Modules; and

(k) subject to, and except as expressly permitted by, this Agreement or by notice displayed on a Training Module or otherwise expressly consented to in writing by CHDI, not to (i) modify, copy, download, reproduce, publish, sub-licence, transfer, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Training Modules in any medium; (ii) alter, abridge, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Training Modules or (iii) create derivative works based on the whole of, or any part of, the Training Modules or incorporate the Training Modules into any software program; and

(l) that use of the Training Modules not expressly permitted by this Agreement is strictly prohibited and will constitute an infringement of either CHDI's copyright or other intellectual property rights, and/or the copyright or other intellectual property rights of CHDI's licensors; and

(m) to, upon the written request of CHDI, immediately and appropriately destroy or discard any content recreated, copied, downloaded, or stored by the User from the Training Modules.

5. Requests for Access to Training Modules from Third Parties. The User agrees to refer to CHDI any request for access to the Training Modules from (a) any other person within User's organization or (b) any third party.

6. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the User assumes all liability for damages to the extent due to or arising from the access, use, storage or disposal of the Training Modules by the User (including loss of data on the User's computer from which the User accesses the Training Modules). CHDI will not be liable to the User for any loss, demand, or claim including, but not limited to, those for direct, indirect, incidental, punitive and consequential damages, made by the User, or made against the User by any
other party, to the extent due to or arising from the access, use, storage or disposal of the Training Modules by the User. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the User will defend and indemnify CHDI (and its 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 User or (b) the access, use, storage or disposal of the Training Modules.

7. Termination; Effect of Termination; Survival of Certain Provisions.

(a) Termination. This Agreement shall terminate immediately if the User is, as the case may be, no longer either (i) an individual who has contracted with CHDI, (ii) an employee or contractor of an entity who has contracted with CHDI or (iii) an employee or contractor of a clinical study site participating in the Enroll-HD Study. CHDI may, in its sole discretion and for any reason, terminate this Agreement.

(b) Effect of Termination. Upon any termination of this Agreement, the User (i) will immediately discontinue its use of the Training Modules and (ii) will immediately and appropriately destroy or discard any content recreated, copied, downloaded, or stored by the User from the Training Modules.

(c) Survival of Certain Provisions. This Section 7 and each of Section 2, Section 3, Section 4, Section 5, Section 6 and Section 8 through Section 15 shall survive any termination of this Agreement.

8. 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 User 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 User, to the address for the User maintained in the User's Enroll-HD Training Access Account.

9. **Assignment.** The User may not assign this Agreement without the prior written consent of CHDI.

10. **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. To the extent of any inconsistency between this Agreement and (a) the Enroll-HD Website Terms of Use, (b) the Enroll-HD Privacy Policy, or (c) the Enroll-HD Website Training Sub-Domain Terms of Use, the terms of this Agreement shall prevail. This Agreement may not be amended except by the User clicking "Agree/Accept" on the splash page to an amended form of this Agreement provided by CHDI.

11. **No Waiver.** Any failure of either the User 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 User 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.

12. **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.

13. **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.

14. **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 User 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.