ALZHEIMER'S DISEASE DATA INITIATIVE
DATA CONTRIBUTOR AGREEMENT

This Data Contributor Agreement (the "Agreement") is entered into by and between [Data Contributor entity] ("Contributor") and the Alzheimer's Disease Data Initiative, Inc. ("AD Data Initiative") as of the date of the last signature below (the "Effective Date"). Each of Contributor and the AD Data Initiative is referred to herein as a "Party", and collectively as "Parties".

WHEREAS, the Parties wish to enter into an arrangement whereby Contributor will provide certain data collections to the AD Data Initiative for the purpose of being included in the data publication and access platform the AD Data Initiative is facilitating the development, hosting, and provision of, in connection with supporting research in the field of diagnosing, preventing, treating, and curing Alzheimer's disease and other neuropsychiatric disorders.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.**

   a. "AD Workbench" means the AD Data Initiative's, discovery, permissioned distribution, and analytics platform, where data from the AD Data Initiative Repository or other interoperable repositories can be analyzed, and any successor or companion platform.

   b. "Dataset" means each data set submitted for publication hereunder, including as identified and described in any Data Submission Form, or otherwise provided by Contributor to the AD Data Initiative or its designee (which may include provision directly to a Provider). For the avoidance of doubt, all Datasets provided hereunder shall be de-identified, and shall contain no personally identifiable information (PII), or personal health information (PHI), or other information subject to any heightened obligations for the collection, storage, processing, transmission or use thereof ("Sensitive Data").

   c. "Data Submission Form" means a form provided by Contributor substantially based on the form attached hereto as Schedule A that describes each Dataset submitted by Contributor, as may be amended or appended from time to time by mutual written agreement of the Parties.

   d. "Provider" means the third-party application service and hosting provider or providers chosen by the AD Data Initiative or its designee to maintain and provide the technology and application infrastructure for the AD Workbench, as selected and/or modified by the AD Data Initiative from time to time, and which, as of the date of this Agreement is Aridhia Informatics Limited.

   e. "Record" means each individual record of each Dataset.

   f. "Approved User" means each individual or institutional user of the AD Workbench who has been approved to access a Dataset in accordance with the approval functionality and policies of the AD Workbench.

2. **Data Delivery and License.**

   a. Delivery of Dataset(s). Contributor will promptly deliver a complete and current copy of the Dataset(s) to Provider (or such other designee identified by the AD Data Initiative for the receipt of the Datasets), and may, from time to time, as and when available, deliver to Provider or the AD Data Initiative's designee updated, enhanced, or enriched versions of the Dataset which shall, upon delivery and approval, be

deemed to constitute and be included in the licensed Dataset. Contributor will also deliver a complete and current data dictionary for each Dataset.

b. Publication Rights. Contributor hereby grants to the AD Data Initiative a worldwide, perpetual, royalty-free, fully paid up, right and license (without obligation) to:

    i. store, reproduce, distribute, publish, reformat, build upon, transform, and otherwise manipulate the Datasets (directly or indirectly through the Provider) and any associated metadata, including the right to append, interpolate, associate meta data, transform, that can be made and otherwise enrich, in each case, in connection with the development, provision, support, maintenance, and operation of the AD Workbench, and the provision of Datasets to Approved Users,

    ii. manipulate and transform Datasets to harmonize data across disparate Datasets (directly or indirectly through the Provider), including with datasets of other AD Workbench contributors, perform quality control activities, and combine harmonized datasets to create supersets of data (subject to the limitations set forth in any applicable agreement or SOW),

    iii. use Datasets to enable data search and visualization functionality (directly or indirectly through the Provider),

    iv. generate synthetic datasets, both of which may be made available to all users of the AD Workbench without any additional permissioning (directly or indirectly through the Provider), and

    v. sublicense summary level data (ie: meta data and not record level data) of the Dataset to third-party partners who offer noncommercial data discovery tools to enable broader discovery.

c. Usage Rights. Contributor hereby grants to each Approved User a non-exclusive, worldwide, royalty-free, fully paid up, right and license to access and use the applicable Dataset, including the rights of extraction and reutilization of all or a portion of such Dataset, and including the right to reproduce, distribute, display, perform, modify, transmit, enhance, enrich, transform, query, analyze, and otherwise exploit the Dataset, through the AD Workbench for the purposes and uses permitted by the Contributor.

d. Additional Terms. Subject to AD Data Initiative written approval, the AD Workbench enables Contributor to establish certain additional terms and conditions applicable to Approved Users' access and use of Datasets hereunder ("Additional Terms"). All approved Additional Terms will be included in the respective Data Submission Form for the Dataset and attached herein as a Schedule. In those cases where the Additional Terms cannot be reasonably enforced through the technical capabilities of the AD Workbench, the Contributor shall be solely responsible for ensuring that such Additional Terms are implemented properly, and for enforcing any applicable rights or restrictions provided therein, except for the AD Data Initiative Acknowledgment, as defined below. In those cases where the Additional Terms (i) may be enforced through the technical capabilities of the AD Workbench, and (ii) the AD Data Initiative has agreed in writing to enforce the Additional Terms, then the AD Data Initiative shall be solely responsible for ensuring that such Additional Terms are implemented properly and enforced. Contributor understands and acknowledges that in order to make use of the AD Workbench to publish the Datasets as provided herein, Contributor will also enter into a separate agreement with Provider containing additional terms with respect to the access and use of Provider's technology systems in connection with the storage, publication, and processing of Datasets[1]. Contributor recognizes that time is of the essence for AD

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[1] The Provider's terms of use can be referenced at the following URL: https://knowledgebase.aridhia.io/addi-terms-of-use/ad-workbench-terms-and-conditions/.

Workbench users and will therefore respond to each access request, data quarantine release, and all other pending matters within 10 (ten) business days.

e. AD Data Initiative Acknowledgment. The AD Data Initiative, its coalition, and funders request acknowledgment of the in-kind hosting and/or data discovery and analysis services that support the contributor's data sharing obligations and needs. This policy aims to promote awareness of the AD Data Initiative's efforts to facilitate access to shared data and other scientific opportunities to the research community. When the contributor makes a written statement regarding where and/or how their data is being made findable, accessible, interoperable, and reusable (FAIR), the request is to acknowledge the AD Workbench provided by the Alzheimer's Disease Data Initiative. In addition, if the Contributor includes "Additional Terms" for Approved Users, those terms will include a requirement to acknowledge the AD Workbench provided by the Alzheimer's Disease Data Initiative (both the Contributor's and the Approved User's acknowledgment obligations are defined as the "AD Data Initiative Acknowledgment").

f. No Additional Rights. Other than as expressly set forth in this Agreement, no license or other rights in or obligations arising from Data are granted to or assumed by the AD Data Initiative.

3. **No Financial Consideration.** The licenses granted herein are granted free of charge and are granted in consideration of the AD Data Initiative's arranging and making available the AD Workbench through which Datasets may be published and accessed by Approved Users.

4. **Ownership.**

   a. Reservation of Rights. As between the Parties and except for the rights expressly granted herein, Contributor retains all its rights in and to the Datasets submitted hereunder, and the AD Data Initiative and its vendors and partners (including, without limitation, Provider) retains all its rights in and to (a) the AD Workbench; and (b) each User retains all its rights in and to any works, inventions, or discoveries made in connection with the use of the AD Workbench and Datasets, including any related scores, ranks, reports, analyses, models, additional data, or other materials generated in connection therewith. All rights not expressly granted herein are reserved by their respective owner, and no rights or licenses shall be deemed to be granted, whether by implication, estoppel, or otherwise.

   b. Protection of Datasets. The AD Data Initiative will use reasonable efforts to establish and maintain administrative, technical, and physical safeguards to prevent unauthorized use of, or access to, Datasets in its possession. Specifically, the AD Data Initiative will: (i) establish and maintain administrative, technical, and physical safeguards to prevent unauthorized use of, or access to, Datasets in its possession: (ii) not use the individual Dataset(s) to attempt to determine, or determine, the identity of any of participants in a clinical study or trial; (iii) subject to, and except as expressly permitted by this Agreement or otherwise expressly consented to in writing by the Contributor, not to disclose the individual Dataset(s) to any third party or publish the individual Dataset(s); and (iv) report to the Contributor any use, disclosure or publication of the individual Dataset(s) not expressly permitted by this Agreement within 30 (thirty) days of becoming aware of any such use, disclosure or publication.

5. **Term and Termination.** This Agreement commences upon the Effective Date (or such earlier date as any Dataset may have been submitted, provided, or otherwise made available to the AD Data Initiative in connection with the transactions contemplated by this Agreement), and shall remain in effect until terminated by the AD Data Initiative on thirty (30) days' written notice (the "Term") and shall apply with respect to any

Dataset submitted during the term. The licenses granted hereunder to Dataset(s) provided prior to termination of this Agreement shall survive in perpetuity.

6. **Warranties and Liability.**

   a. Generally. Each Party represents and warrants to the other Party that it is duly organized and that it has the full power and authority to enter into this Agreement and perform its obligations hereunder, and that its performance will not, to its knowledge, violate any agreement or obligation between it and any third party. Contributor further represents, warrants, and covenants that (i) it has the right to provide the Dataset(s) to the AD Data Initiative and to grant the licenses herein, and that use of the Dataset(s) as authorized in this Agreement does not and will not violate any law, regulation, requirement, or agreement, or infringe on the intellectual property or other proprietary rights (including rights of privacy or publicity) of any third party, or be false or misleading (ii) the data included in the Datasets delivered hereunder are complete, accurate, and up to date, (iii) it has provided all required notices, and obtained all applicable consents, in each case in accordance with all applicable requirements, to permit the delivery and use of the Dataset(s) as provided herein, (iv) prior to being provided or made available hereunder, Contributor has ensured that the Datasets have been completely de-identified in accordance with requirements set forth in 45 C.F.R. § 164.514 (a), and do not contain any PII, PHI, or Sensitive Data, and (v) Datasets are transferred to the AD Data Initiative in a safe and secure manner that is consistent with all applicable laws, regulations, and guidelines. Contributor agrees to defend, indemnify, and hold harmless the AD Data Initiative and its affiliates and service providers, and their respective directors, officers, agents, and employees against any losses, claims, harms, damages, or demands of any kind arising in connection with any breach or alleged breach of its foregoing representations and warranties, or otherwise arising in connection with the Dataset(s) or Contributor's Additional Terms. The AD Data Initiative agrees to defend, indemnify, and hold harmless Contributor and its directors, officers, agents, and employees against any losses, claims, harms, damages, or demands of any kind arising in connection with any breach or alleged breach of the foregoing certifications, or otherwise arising in connection with this Agreement, but only in proportion and to the extent that such are caused by the actions or omissions of the AD Data Initiative, it directors, officers, agents, contractors, and employees and excluding any claim arising as a result of the acts or omissions of any Approved Users.

   b. Relationship with Third Parties. Contributor acknowledges that the AD Data Initiative is merely arranging for the provision of the AD Workbench and is not responsible for the acts of the Approved Users of the AD Workbench. Accordingly, Contributor agrees that the AD Data Initiative makes no representation, warranty, or covenant with respect to, and shall have no obligation or liability to Contributor with respect to the acts or omissions of the Approved Users.

   c. WARRANTY DISCLAIMER. EXCEPT WITH RESPECT TO THE WARRANTIES EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, WHETHER IMPLICATION, ESTOPPEL, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AD DATA INITIATIVE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE AD WORKBENCH (INCLUDING WITH RESPECT TO AVAILABILITY, ADEQUACY, UTILITY, ACCURACY, OR OTHERWISE), OR WITH RESPECT TO THE ACTS OR OMISSIONS OF ANY THIRD PARTY (INCLUDING THE USE OR MISUSE OF THE DATASETS).

   d. LIMITATION ON DAMAGES. EXCEPT FOR LIABILITY ARISING UNDER THE INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF INCOME, PROFITS OR SAVINGS, INCIDENTAL,

EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR THIRD PARTIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

7. **Use of Name and Marks.** The AD Data Initiative may (but shall not be obligated to) use Contributor's name and other business information, including contact information, as provided by the Contributor, in connection with the marketing, promotion, and provision of the AD Workbench, and the provision of the Datasets through the AD Workbench, provided that such use shall be accurate and not misleading and shall not suggest or imply any affiliation or endorsement between the Parties.

8. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Washington, USA except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Seattle, Washington, USA and will be conducted only on an individual basis and not in a class, consolidated or representative action. This Agreement is nonexclusive and shall not be deemed to limit or restrict either Party's right to engage in similar arrangements with any third party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding this Agreement's subject matter. This Agreement is for the benefit of the AD Data Initiative and Contributor only and not for the benefit of any other party, and there are no third-party beneficiaries of this Agreement, expressly or by implication. Either Party may assign this Agreement in full, including the rights and licenses granted hereunder, to an affiliate, or in connection with any corporate reorganization, merger, change of control, or sale of all or substantially all of such Party's assets related to this Agreement (including, in the case of the AD Data Initiative, to a successor entity taking over the maintenance and support of the AD Workbench). The relationship between the parties is one of independent contractors. This Agreement may not be amended, nor any provision hereof waived, without the prior written consent of both parties. This Agreement may be executed in counterparts, each of which will be deemed to be an original.

AGREED AND ACCEPTED:

Insert Institution/Organization Name.	ALZHEIMER'S DISEASE DATA INITIATIVE, INC.
("CONTRIBUTOR")	**("The AD Data Initiative ")**

Signature	Signature
Name	Name
Title	Title
Date	Date
E-mail	E-mail

DATA SUBMISSION FORM SCHEDULE A-Click here to enter Schedule Number.

This Data Submission Form is incorporated by reference into the Data Contributor's Agreement dated Click or tap here to enter Date when DCA was executed.

Dataset Name: Click or tap here to enter text.

Brief Description of the Dataset: [Click or tap here to enter text]

Additional Terms: [None][or][Provide additional terms for Approved Users to agree to prior to accessing the Dataset]

By signing below, Contributor affirms that the Dataset provided hereunder is de-identified, and contains no personally identifiable information (PII), or personal health information (PHI), or other information subject to any heightened obligations for the collection, storage, processing, transmission or use thereof.

AGREED AND ACCEPTED:

Insert Institution/Organization Name.   **ALZHEIMER'S DISEASE DATA INITIATIVE, INC.**
("CONTRIBUTOR")   **("The AD Data Initiative")**

Signature	Signature
Name	Name
Title	Title
Date	Date
E-mail	E-mail