

Quantum System Access Terms of Service

The following terms of service form part of the Agreement between QNTM and Customer (each a “**Party**” and together the “**Parties**”) for the provision of the Quantum System by QNTM to Customer.

The latest version of these Quantinuum Quantum System Access Terms of Service are published by QNTM on the Quantinuum Site <https://quantinuum.com> and may be updated by QNTM from time to time.

1. DEFINITIONS

In addition to any locally defined terms, the following defined terms are used in the Agreement:

- 1.1. “**Access Model**” means and refers to the various resource packages on offer to be licensed by you, as set out in the Order Form.
- 1.2. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity. With respect to QNTM, the definition of Affiliate shall exclude Honeywell International Inc.
- 1.3. “**Agreement**” means the Order Form together with the applicable version of these Quantinuum Quantum System Access Terms of Service.
- 1.4. “**Authorized User**” means any individual who is an employee or independent contractor of Customer, authorized, by virtue of such individual’s relationship to or permissions from Customer, to access the Quantum System pursuant to Customer’s rights under the Agreement, who is not listed on any country’s sanctions list(s).
- 1.5. “**Covered Liabilities**” means costs, damages, awards, fees (excluding attorney’s fees), penalties, expenses and other amounts incurred by, awarded against, or owed to a third party by the Indemnitees as the result of Covered Proceedings.
- 1.6. “**Covered Proceedings**” means demands, suits, claims, actions, proceedings, or investigations.
- 1.7. “**Customer**”, “**you**” and “**your**” and their variants means collectively, the entity identified as such in the Order Form who is executing or otherwise assenting to the Agreement, as well as any individual accessing the Quantum System using Customer’s login credentials and/or acting on Customer’s behalf, including Customer’s Administrators and/or Customer’s Authorized Users.
- 1.8. “**Effective Date**” means the effective date specified in the Order Form, and if not specified, the date on which the Order Form is signed by both Parties.
- 1.9. “**Fees**” means the fees payable by Customer to QNTM for use of the Quantum System, as set out in the Order Form, and any applicable taxes in accordance with Section 3.
- 1.10. “**Indemnitees**” means each respective Party and its parent, Affiliate, and subsidiary entities, and each of its and their officers, directors, employees, members, managers, shareholders, and representatives. In the case of QNTM, Indemnitees further includes our third-party licensors.
- 1.11. “**Initial Access Term**” means the initial set time period during which QNTM agrees to make the Quantum System available to you as specified in the Order Form, unless or until suspended or terminated in accordance with the Agreement.
- 1.12. “**Input Data**” means all data, instructions and other information inputted, uploaded, transferred, transmitted, or made available or accessible by you and your Authorized Users to QNTM, including Quantum Circuit Materials either in their original form or any modified form, for use in transferring,

composing, and processing provided data.

- 1.13. **"Intellectual Property"** means all ideas, inventions, technological innovations, discoveries, designs, methods, processes, formulas, know-how, patents, trade secrets, trademarks, service marks, copyrights, computer programs, computer software, scientific and mathematical models, algorithms, quantum circuits, business methods, writings, illustrations, photographs, improvements, and enhancements.
- 1.14. **"Nexus Platform Site"** means QNTM's web portal platform, which is designed to run algorithms and includes related software, documents, materials and technical data, and is accessible through the cloud and via online portals or interfaces such as APIs.
- 1.15. **"Order Form"** means an order form executed by both Parties setting out: (a) the Access Model the Customer is purchasing from QNTM (b) Initial Access Term; (c) relevant Fees; and (d) any other terms for using the Quantum System that the parties have agreed upon.
- 1.16. **"Output Data"** means data derived or produced from, or calculated based on, your Input Data, that you receive as a result of your use of the Quantum System.
- 1.17. **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to persons physical, psychological, mental, economic, cultural, or social identity.
- 1.18. **"QNTM", "we", "us" and "our"** means the Quantinuum Group legal entity identified as the "Supplier" as set forth in the Order Form.
- 1.19. **"Quantinuum Group"** means Quantinuum (a Cayman Islands limited exempted company) having a place of business at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, and any of Quantinuum's direct and indirect subsidiaries from time to time.
- 1.20. **"Quantum Circuit Materials"** means the input algorithm(s) for use in transferring, composing, and processing provided data.
- 1.21. **"Quantum System"** means (a) hardware, software, test protocols, and APIs for QNTM's quantum computer including any related documents, materials, and technical data (individually or collectively, as the context may require, "Quantum Computer"), and (b) QNTM's quantum emulator designed to emulate the functioning of the Quantum Computer including any related documents, materials, and technical data (individually or collectively, as the context may require, "Quantum Emulator").
- 1.22. **"Quantinuum Quantum System Access Terms of Service / Quantum Access System Terms of Service"** means these terms of service.
- 1.23. **"Renewal Term"** means the time period at the end of the Initial Access Term or then current Renewal Term during which QNTM agrees to extend your access and continues to make the Quantum System available to you as specified in the Order Form. Each Renewal Term shall be equal in length to the Initial Access Term unless otherwise specified in the Order Form, or until suspended or terminated in accordance with the Agreement.
- 1.24. **"Sensitive Personal Information"** means an individual's financial information, sexual preferences, medical, or health information that is protected by any health data protection laws, including biometric data (for the purpose of uniquely identifying an individual), and personal information of children protected under any child data protection laws (such as personal information defined under the U.S. Children's Online Privacy Act ("COPPA")) and any additional types of information included within this term or similar term (such as "sensitive personal data" or "special categories of personal data") as may be used in applicable data protection or privacy laws.
- 1.25. **"Supplementary Terms"** means, in respect of the Nexus Platform Site, supplementary terms for use of the Nexus Platform Site (namely, either the Quantinuum Nexus Platform Terms and

Conditions available at https://nexus.quantinuum.com/auth/terms_and_conditions/current/ or the Quantinuum Nexus Platform Terms of Service as agreed in writing between Customer and Licensor).

- 1.26. “**Term**” means the Initial Access Term and any Renewal Term, during which QNTM shall make the Quantum System available to you, until expiry or termination in accordance with the Agreement.
- 1.27. “**User**” means you, your employees or service providers or any third party/person accessing the Quantum System using your login credentials and/or acting on your behalf.
- 1.28. “**Website Terms of Use**” means the terms of use for QNTM websites <https://quantinuum.com/terms-conditions>, which may be updated from time to time.

The Agreement applies to the provision of the Quantum System as detailed in the Order Form. Upon signature by the Parties, the Order Form incorporates the version of the Quantum System Access Terms of Service identified in the Order Form. The latest versions of the Quantum System Access Terms of Service are published by QNTM on the Quantinuum Site <https://quantinuum.com> and may be updated by QNTM from time to time.

2. QUANTUM SERVICES OVERVIEW

2.1. Access.

2.1.1 **Quantum Computer Access.** QNTM will make the Quantum Computer available to Customer via a REST API web interface or web portal, such as QNTM’s Nexus Platform Site. The amount of access to the Quantum Computer and the applicable pricing is determined based on terms set out in the Order Form.

2.1.2 **Quantum Emulator Access.** QNTM will make the Quantum Emulator available to Customer via a web portal. The Quantum Emulator has realistic error models allowing a Customer to better approximate the results to be expected from the Quantum Computer. The amount of access to the Quantum Emulator is determined based on terms set out in the Order Form.

2.2. **Initial Set-Up and Processing Customer Input Data.** After both Parties execute or otherwise assent to the Agreement, we will promptly provide you with a specification sheet that defines expected minimum performance of the Quantum System, as well as detailed Quantum System documentation that includes datasheets, programming examples, initial API access credentials or other login credentials, and relevant documentation. Such documentation will be updated by QNTM from time to time, as reasonably necessary. In order for QNTM to process Customer Input Data with the Quantum System, you must provide your Input Data to QNTM using an approved programming language, such as the OpenQASM 2.0 or QIR, via the REST API. QNTM commits to retain submitted Input Data, Output Data and job execution metering information on behalf of customer, including execution results, for 40 days. After that time all job information may be deleted and no longer accessible via the API. Input Data, Output Data, job execution metering information, and execution results shall be deemed Customer’s or its licensors’ Confidential Information.

2.2.1 **Authorized User Set-Up.** The Administrator is an Authorized User and may add additional Authorized Users to the Authorized User list using the QNTM-provided user-management portal. Once designated by the Administrator, each Authorized User will receive an email with a temporary password. The new Authorized User will log into the user-management portal and will set their own password. Once set up is complete, the Authorized User may obtain access tokens in order to submit quantum jobs and retrieve job execution results. The Administrator may change any Authorized User to an Administrator and vice versa.

2.2.2 **Administrator Set-Up.** Before the first business day of the first full month of your access, QNTM will provide you the ability to designate at least one Authorized User as the organization administrator (“Administrator”) for the purposes of managing access to the Quantum System for all other Authorized Users. The Administrator and any backup administrator(s) must provide us a valid email address to which a temporary password will

be sent after verbal confirmation of the valid email address by QNTM with the Administrator. The Administrator becomes the organization Administrator for the purposes of managing access to the Quantum System for all other Authorized Users once the Administrator changes the temporary password using the QNTM-provided user-management portal.

- 2.3. **Customer Support.** We will manage, maintain, and provide access to the Quantum System in accordance with the Agreement. However, we do not guarantee that we can or will fix any defect or malfunction or guarantee any level of support (other than the levels of support described in the Agreement) or maintenance availability. We will use commercially reasonable efforts to schedule downtime and routine and emergency maintenance whenever practicable to complete repair and maintenance and minimize system down time whenever possible. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (a) conditions or events reasonably outside of our control; (b) cyberattack; (c) unavailability of the public internet and communications networks; (d) data, software, hardware, telecommunications, infrastructure or networking equipment not provided by us; (e) your negligence or failure to use the latest version or follow published documentation; (f) modifications or alterations not made by us; (g) loss or corruption of data; or (h) unauthorized access via your credentials.
- 2.4. **Upgrades to the Quantum System.** Any new or modified functionality added to the Quantum System and any updates or enhancements to the services provided are subject to the terms of the Agreement. QNTM reserves the right to deploy updates or enhancements at any time.

3. ACCESS TERM AND PRICING

- 3.1. **General.** The Initial Access Term shall begin on the Effective Date, unless otherwise specified in the Order Form. Once your access begins, you will be charged the rate specified in the Order Form, plus all applicable taxes and fees, for the Initial Access Term. At the end of the Initial Access Term, your access, if subscription based as specified on the order form, will automatically extend for successive periods for the Renewal Term and your new monthly rate will be set at the price in effect on the date of renewal. Either Party may cancel your access by providing the other Party not less than sixty (60) days written notice prior to expiry of the Initial Access Term or any Renewal Term in accordance with these terms. For the avoidance of doubt, failure to provide the required sixty (60) days cancellation notice would result in renewal of the term until at least sixty (60) days have elapsed to the end of any Renewal Term. Prices are quoted in United States dollars and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees.
- 3.2. **Hardware Quantum Credits.** Access to the Quantum Computer is metered through the use of Hardware Quantum Credits (HQCs). HQCs are a representation of the size of a quantum computational job run on the Quantum Computer and are neither units of time nor money, which therefore cannot be resold or delivered as such.

The following formula is representative of the actual formula for HQC calculation:

$$HQC = 5 + \frac{(N_{1q} + 10N_{2q} + 5N_m)}{5000} C, \text{ where:}$$

N_{1q} is the number of one-qubit operations in a circuit,

N_{2q} is the number of two-qubit operations in a circuit,

N_m is the number of measurements in a circuit including any intermediate and final measurements, and

C is the shot count.

- 3.3. **Emulator Quantum Credits.** Access to the Quantum Emulator is metered through the use of Emulator Quantum Credits (EQCs). EQCs are a representation of the size of a quantum emulator

job run on the Quantum Emulator and are neither units of time nor money, which therefore cannot be resold or delivered as such.

- 3.4. **Queueing.** Once your access begins, you may place your job(s) in a queue for processing.
- 3.5. **Resale, Transfer, and Refunds.** ANY RESALE OR OTHER TRANSFER OF HQCs AND/OR EQCs FOR CONSIDERATION WILL RENDER THE HQCs, EQCs, AND ASSOCIATED BALANCES VOID AND SUBJECT TO CANCELLATION. YOUR HQCs AND EQCs ARE NON-REFUNDABLE AND WILL NOT UNDER ANY CIRCUMSTANCES, BE REDEEMED FOR CASH, EXCEPT WHERE REQUIRED BY LAW. QNTM RESERVES THE RIGHT NOT TO ACCEPT HQCs, EQCs, AND/OR OTHERWISE LIMIT USE OF HQCs AND/OR EQCs IF IT BELIEVES THE USE IS UNAUTHORIZED, FRAUDULENT, OR OTHERWISE UNLAWFUL OR VIOLATES THE TERMS AND CONDITIONS OF THE AGREEMENT.
- 3.6. **Access Model.** QNTM will use commercially reasonable efforts to provide capacity for Customer to use their HQCs and EQCs; however, QNTM makes no guarantee as to how many HQCs and EQCs you will actually use. HQCs and EQCs cannot be rolled over, and you forfeit any unused HQCs and EQCs at the end of the calendar month. QNTM may offer Standard Access and Premium Access models. The Premium Access model may include higher priority queuing, higher HQCs and a discounted rate as detailed in the Order Form.
- 3.7. **Early Termination of Access.** For any access agreement terms of six (6) months or longer, if you cancel or downgrade your access prior to the end of your access commitment, you will be charged a lump sum amount of 50% in the amount of the balance of the remaining term left in the access entitlement.
- 3.8. **Invoicing & Payment.** You will pay QNTM the Fees in accordance with the Order Form based on your usage of the Quantum System and your then-current Access Model. All sums stated under the Agreement are exclusive of applicable taxes and other government charges including, but not limited to all sales, use or excise taxes, commissions, import duties or other similar taxes or fees. We will invoice all applicable sales and related taxes unless you provide a valid exemption certificate. Unless otherwise stated in the Order Form, payment terms are upfront, and the full invoice amount must be received by QNTM on or prior to the first day of access month. QNTM shall provide an electronic copy of invoice at least fifteen (15) calendar days in advance of the first day of access month. A hardcopy of the invoice shall not be provided. Payments must be in the currency specified in the invoice and must be made via electronic fund transfer or credit card. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (15) days following the invoice date. We reserve the right to correct any inaccurate invoices which must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. You will pay all undisputed amounts on each invoice within thirty (30) days after your receipt of an accurate invoice, i.e. an invoice showing only undisputed amounts. All amounts payable under the Agreement are non-refundable and shall be made without set-off or counterclaim, and without any deduction or withholding. QNTM may charge you interest at the lesser of the rate of 1.5% per month and the maximum amount permitted by law on all late payments.
- 3.9. **Increase of Fees.** QNTM shall be entitled to increase the Fees at any point in time after the Initial Access Term, on giving you thirty (30) days' written notice, provided that no such change shall take effect until after the expiry of the Initial Access Term or the then current Renewal Term. QNTM shall not be entitled to increase Fees more frequently than once annually.

4. ACCEPTABLE USE.

- 4.1. **Authorized Users.** You are responsible for all activities that occur under your account (whether by you, your Authorized Users or otherwise). In operating your account, you and your Authorized Users may be required to visit an internet portal or site, through which you will access the Quantum System and set up accounts. In operating your account, you: (a) must implement and maintain policies and

procedures reasonably designed to maintain the confidentiality of usernames, passwords, or other credentials; (b) and Authorized Users must not allow unauthorized users to use your credentials or access your account; (c) must promptly notify us of any known unauthorized use or breach of security related to your account; and (d) must maintain and promptly update Authorized User information if it changes. We have no responsibility with respect to any actions or inactions of your Authorized Users, and you will be responsible for access by any party you authorize. We may use rights management features (e.g., lockout) to prevent unauthorized use; if we use such rights management features, we will promptly notify you and include a reasonable description of the rationale for such action. Login credentials are for your internal use only. You may not sublicense, transfer or resell your right to use or permit third parties to use or make copies of the Quantum System except as agreed to in writing. We are not responsible for unauthorized access to your account.

- 4.2. **License.** Subject to payment of agreed fees and strict compliance with the terms of the Agreement, we shall provide you for the relevant Term a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (a) use API access credentials or other login credentials we provide solely to operate the Quantum System and (b) use Quantum System documentation as reasonably required in connection with its use; provided that any access to the Nexus Platform Site shall be subject to Supplementary Terms, and such Supplementary Terms, insofar as concerns its subject matter, shall be the controlling document in the event of a conflict with the Agreement. QNTM may treat your and your Authorized Users' breach of any Supplementary Terms as a breach of the Agreement.
- 4.3. **Compliance.** By accessing the Quantum System, you represent and warrant you will comply with all applicable terms of the Agreement when accessing and using the Quantum System. You shall not use the Quantum System for purposes of, or in connection with at least the following: (a) reverse engineering; (b) making machine code human readable or creating derivative works or improvements; (c) interfering with the Quantum System's security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (d) creating, benchmarking or gathering intelligence for a competitive offering or competitive purposes; (e) introducing, transmitting, or storing malicious code, Trojan horse, self-replicating, or other computer instructions that may, without QNTM's knowledge or consent: (i) alter, destroy, inhibit, or discontinue the Quantum System; (ii) erase, destroy, corrupt, hold hostage, or modify any data, programs, materials, machine protocols, or information used or accessed by QNTM; or (iii) bypass or disable any internal security measure to obtain access to any QNTM resource(s); (f) introducing, transmitting, or storing any code that may be used, in whole or in part, for compromising any encryption; (g) infringing another's IPR including but not limited to failing to obtain permission to upload/transfer/display works of authorship; and/or (h) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. Further, by accessing the Quantum System, you represent and warrant you will comply with all applicable laws including data privacy or localization, anti-bribery, trade sanctions and export control laws and regulations of the United Kingdom, United States and other applicable jurisdictions (e.g., export to embargoed, prohibited, or restricted countries or access by prohibited, denied, or designated persons) and your rights to use the Quantum System is subject to such compliance. Without limiting the foregoing, you represent that you: (i) are not named on or majority owned or controlled by any entity on any U.S. government list of persons (including, but not limited to, the Specially Designated Nationals and Blocked Persons List ("SDN List") or entities prohibited from receiving exports, (ii) are not accessing the Quantum System from any restricted country (including, as of the time of this writing, Russia, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, and the so-called Luhansk People's Republic and Donetsk People's Republic), and (iii) shall not permit Authorized Users to access or use the Quantum System in violation of any United Kingdom or United States (or other applicable jurisdictions) trade sanctions or export embargo, prohibition or restriction as specified pursuant to any applicable United Kingdom or United States laws and regulations including without limitation economic and trade sanctions laws, embargoes, and export

control laws and regulations. For purposes of FARs, DFARs and access by governmental authorities, the Quantum System and the Input Data are “commercial computer software”, “commercial computer software documentation” and “restricted data” provided to you under “Limited Rights” and “Restricted Rights” and only as commercial end items. You agree not to use the Quantum System to store or transfer any data that would be controlled for export under Export Control Laws. “Export Control Laws” means all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. QNTM will comply with all laws and regulations applicable to the provision of access and services described under the Agreement including data privacy, anti-bribery, and United Kingdom and United States trade sanctions and export laws, including all Export Control Laws (i.e., export to embargoed, prohibited, restricted countries or access by prohibited, denied, and specifically designated persons). Any failure to comply with this provision will be deemed a material breach of the Agreement. You are required to notify QNTM immediately if you or any of your Authorized Users violates or reasonably believe you or any of your Authorized Users will violate, any terms of this provision. With respect to your and any of your Authorized User’s access to the Quantum System, QNTM may take any and all actions required to ensure full compliance with all trade sanctions laws without QNTM incurring any liability.

- 4.4. **Metric Data.** QNTM reserves the right to collect metrics, including user number, data volume, or other means to measure usage or fees (“Metric Data”) and use any such Metric Data in the course of its business.

5. SUPPORT.

- 5.1. **Scope.** The goal of support services is to identify and remedy defects or malfunctions causing the Quantum System to fail to perform in accordance with the agreed specifications and documentation (“Problems”). Support services only cover the current released version generally available to customers. Although our quantum experts, at times, may be able to help you troubleshoot algorithm issues, we are not responsible for any issues, problems, or defects with your algorithm. To minimize programming issues, Authorized Users can run an algorithm through the syntax validator prior to running on hardware. Authorized Users also have access to EQCs to use with the Quantum Emulator for simulation efforts.

Email	Standard Operating Hours
QCSupport@quantinuum.com	8am – 5pm in the US Mountain Time Zone (UTC -6/-7), Monday to Friday excluding national holidays

- 5.2. **Technical Support.** If you encounter an issue while your job is running in the general queue, we recommend you review the documentation provided. If you are not able to find your answer in the documentation, you may submit your issue request online to: QCSupport@quantinuum.com. No queued access matters will be accepted by phone. All requests must be asked and will be answered in the English language.

- 5.3. **Response Time.** All Problems reported to technical support will receive a response within three (3) business days. Certain problems may be easier to address than others, and we may not be able to completely resolve your problem with our initial response. If we cannot resolve your problem, we will make a good faith effort to give an assessment of the issue and an estimated time for resolution.

6. **TERM, TERMINATION AND SUSPENSION.** The Agreement commences on the Effective Date and continues for the Term. Upon expiry or termination of the Agreement for any reason, the obligation to protect Confidential Information shall survive such termination.

- 6.1. **Termination for Cause and Suspension.** The non-breaching Party may terminate, in whole or in

part, if the other Party materially breaches the Agreement and fails to cure within thirty (30) days of written notice. We may terminate upon written notice if: (a) you are insolvent, attempt to obtain protection from creditors, and/or wind down operations; (b) use of the Quantum System was granted at no charge; (c) use of the Quantum System is fraudulent or if continued use would subject us to third-party liability; or (d) if we cease making the Quantum System available to third parties. We may suspend access to the Quantum System if we determine that you or your Users are violating or may violate the Agreement. During suspension, you and your Users will not have access to all or part of the Quantum System and may be unable to access Input Data or Output Data. Upon termination or expiry: (a) you must pay amounts due; (b) if requested by disclosing Party, receiving Party must return or destroy all Confidential Information and certify the same in writing, except for automatically generated backup copies, anonymized Input Data and Output Data or if maintained for legal purposes; (c) all your and your Authorized Users' rights immediately terminate; and (d) nothing in this Section 6 shall restrict or limit QNTM exercising the rights granted to it under Section 7.

- 6.2. **Termination for Convenience.** Notwithstanding anything to the contrary contained in the Agreement, we may terminate the Agreement due to legitimate business reasons, including but not limited to changes in market conditions, strategic direction, or financial considerations, in whole or in part, without cause, and without liability or obligation, upon thirty (30) days' notice. In the event of such termination, where Fees have been pre-paid we shall refund the unused portion on a pro-rata basis to the date of termination.

7. DATA RIGHTS

- 7.1 Subject to the rights granted to QNTM under the Agreement, you or your licensors, as applicable, retain all rights (including Intellectual Property rights) that you or your licensors already hold in Input Data. As a result of your use of the Quantum System, you will receive Output Data derived or produced from, or calculated based on, the Input Data. Subject to the rights granted to QNTM under the Agreement, you or your licensors, as applicable, will retain all rights (including Intellectual Property rights) in such Output Data. You acknowledge and agree that QNTM may retain Input Data and Output Data as part of its service in providing the Quantum System. QNTM and its Affiliates have the right to retain, store, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data and/or Output Data (including any Intellectual Property Rights in such data) to provide, protect, improve, or develop our products or services, provided that (i) such Input Data and/or Output Data is aggregated with similar data from other customers of QNTM or is otherwise used in an anonymized form that does not identify you, (ii) QNTM shall not use such Input Data and/or Output Data to train generative artificial intelligence models (unless there are technical safeguards in place that would prevent the relevant Input Data and/or training data being replicated in an output of that generative artificial intelligence model), and (iii) QNTM shall not be entitled to (a) sell or license the Input Data and/or Output Data to third parties, (b) license any patents or other Intellectual Property rights in or under any algorithm in the Input Data to any third party, or (c) otherwise use any Input Data and/or Output Data except as expressly permitted in the Agreement. You must not include any Personal Data in the Input Data or otherwise upload Personal Data on to the Quantum System. Other than Input Data and Output Data itself, all information, analysis, inventions, and algorithms derived from Input Data and Output Data by QNTM or its Affiliates (but excluding the Input Data itself) and any IPR obtained related thereto, are owned exclusively and solely by us and are our Confidential Information, and you have sole responsibility for obtaining, and you hereby confirm that you have obtained, all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit our use of Input Data and Output Data. You waive any IPR in suggestions or feedback you or any User provides regarding the Quantum System. You and your Users shall not remove, modify, or obscure any proprietary rights notices on the Quantum System.
- 7.2 You will ensure that your, and your Authorized Users', use of Input Data and Output Data and the

Quantum System, does not violate any Supplementary Terms, any OSS, any of the Website Terms of Use or any applicable law or regulation. For the avoidance of doubt, as between you and QNTM, you are solely responsible for compliance with any applicable law and regulation related to the manner in which you or your Authorized Users use the Quantum System, including without limitation the storage, transfer and processing of Input Data and Output Data, and the location(s) where such processing occurs.

- 7.3 You acknowledge that by using the Quantum System you may transfer Input Data to a third-party cloud provider (and/or transfer Output Data back from a third-party cloud provider) for the use of such third party's cloud service and that you do so entirely at your own risk. QNTM makes no representation or warranty of any kind in respect of any third-party's cloud service and shall have no liability whatsoever for Input Data or Output Data while it is being transmitted to or from the third party's cloud. You are solely responsible for any damage or losses caused by unauthorized destruction, deletion, corruption, loss, interception, access to or alteration of Input Data or Output Data by unauthorized persons. You are responsible for taking appropriate action to back-up your data and software in order to provide appropriate security and protection. QNTM will not be liable for any loss, corruption, or damage to data or software.
8. **DATA PRIVACY.** You acknowledge and agree that QNTM may process and store (in any jurisdiction where QNTM or its Affiliates stores data) certain data relating to individuals engaged by you ("Staff") in the performance of our obligations under the Agreement and it is your responsibility to obtain their permission for the processing of their Personal Data. QNTM will use commercially reasonable administrative, physical, and technical safeguards to protect Personal Data and follow industry-standard security practices. QNTM shall securely delete Personal Data once it is no longer required for the purposes for which it is processed. Following a confirmed breach of security of the Quantum System we will notify you without undue delay and as relevant information becomes available to assist you in meeting your potential reporting or notice obligations under applicable law and you will work with us in good faith to develop any related public statements or required notices. Where appropriate and in accordance with the applicable data protection legislation, you shall inform your own Staff that they may exercise their rights in respect of their Personal Data by sending a written request with proof of identity to QNTM. See QNTM's Online Privacy Statement for more details, available at <https://www.quantinuum.com/privacy-statement>. You agree not to transmit, disclose, or make available Sensitive Personal Information to us or any third-party provider.
9. **INTELLECTUAL PROPERTY.** All right, title and interest, including all Intellectual Property (including copyrights, trademarks, and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (collectively "IPR") in and to the Quantum System and all derivative works, modifications, and improvements, are retained by QNTM or its licensors and are our confidential information. We shall own all IPR that: (a) is developed by us or our Affiliates by processing or analysis of Input Data and/or Output Data (excluding Input Data and Output Data itself but including derived data that is sufficiently different from Input Data and Output Data so that the Input Data or Output Data cannot be identified from analysis or further processing of such derived data) or (b) is generated through support, monitoring, or other observation of your and your Users' use of the Quantum System or (c) are derivative works, modifications, enhancements or improvements of (a) or (b). The operation and performance of the Quantum System is our confidential information. If you provide any suggestions, comments, or feedback regarding the Quantum System, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify, or obscure any IPR notices on the Quantum System or related documentation.
10. **CONFIDENTIALITY.** All information one Party receives from the other Party in performance of the Agreement that is generally not known ("**Confidential Information**") shall be held in strictest confidence and shall not, without the written consent of the disclosing Party, be disclosed except to the receiving Party's Affiliates, employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know. The receiving Party may only use the disclosing Party's

Confidential Information to the extent necessary to perform its obligations or receive the benefit of the rights granted under the Agreement. Each Party will be responsible for any breaches of the confidentiality obligations by its Affiliates, employees or service providers or Users. This obligation of confidentiality shall survive termination or expiry of the Agreement by ten (10) years. Except as agreed in writing, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or "PROPRIETARY" or similar marking at the time of disclosure; (b) disclosed orally or visually but identified as confidential at the time of disclosure and designated as confidential in writing within thirty (30) days of disclosure summarizing the Confidential Information sufficiently for identification; or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and non-public information. Confidential Information excludes information that: (a) was already known to recipient without restriction; (b) is publicly available through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; or (d) is independently developed. A Party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other Party and reasonable opportunity to contest or limit disclosure unless a court orders that the other Party not be given notice. The Agreement and the internal operation, workings and processes and performance of the Quantum System (including results of any evaluation or trial and any other data we derive from your access or use of the Quantum System) is our Confidential Information. Input Data and Output Data is your Confidential Information provided that: (i) nothing in this Section 10 shall restrict or limit QNTM exercising the rights granted to it under Section 7; and (ii) data independently derived therefrom by QNTM, if in an anonymized form that does not identify you or any individual, shall be QNTM's Confidential Information. QNTM may disclose Confidential Information received from you to its legal counsel, accountants or professional advisors to comply with regulatory or audit obligations, or to the extent necessary for them to advise upon the interpretation or enforcement of the Agreement, or to any potential investor conducting due diligence on QNTM or its Affiliates, provided that such potential investor is bound by confidentiality obligations with respect to the Confidential Information no less stringent than those contained herein.

11. **OPEN-SOURCE SOFTWARE LICENSES.** We may use open-source software ("OSS") and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of the Agreement. To the extent the licenses applicable to OSS: (a) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS and (b) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made.

You acknowledge and agree that QNTM shall have no liability to you from any claims resulting from your use of OSS. QNTM may treat your and your Authorized Users' breach of any OSS as a breach of the Agreement.

12. **WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION.**

- 12.1. **Warranty.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, THE QUANTUM SYSTEM AND SUPPORT ARE PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, ON BEHALF OF OURSELVES, OUR AFFILIATES, AND LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, AND SATISFACTORY QUALITY. WE DO NOT WARRANT THAT THE QUANTUM SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE QUANTUM SYSTEM OR THE SUPPORT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE OR THAT DATA (INCLUDING INPUT DATA AND OUTPUT DATA) WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. RESULTS ARE NOT GUARANTEED AND WE MAKE NO REPRESENTATION ON THE AVAILABILITY OF THE QUANTUM SYSTEM AND ANY ASSOCIATED SERVICE.
- 12.2. **Limitation of Liability.** EXCLUDING UNCAPPED EVENTS AS SET FORTH BELOW, OUR CUMULATIVE, AGGREGATE LIABILITY TO YOU, WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID OR PAYABLE UNDER

THE AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM OR (b) U.S. \$50,000. OUR LIABILITY UNDER EVALUATION, BETA OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. The following “**Uncapped Events**” are not subject to any cap or exclusions to direct damages: (a) claims for injury or death resulting from negligence; (b) breach of confidentiality obligations (except in relation to Input Data, Output Data and Personal Data for which any cap and exclusions continue to apply); (c) Customer’s breach of its indemnity obligations; and (d) infringement, misappropriation or violation by Customer, its Affiliates or Users, of QNTM’s or its Affiliates IPR; and (d) any other claim that may not be limited or excluded by mandatory law.

IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES AND LOSS OR CORRUPTION OF DATA.

All claims and causes of action must be brought within the earlier of six months of being discovered or one year after end of the Agreement. Nothing precludes a Party from seeking declaratory, injunctive, or other equitable relief from a court of competent jurisdiction. THE LIMITATIONS AND EXCLUSIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT REGARDLESS OF FORM.

12.2.1 **QNTM Indemnification.** We will, at our cost and expense, defend your Indemnitees from all Covered Proceedings, and pay or reimburse all Covered Liabilities arising out of claims by third parties that your use of the Quantum System, in accordance with Section 4, infringed or misappropriated a third party’s IPR; provided that, with respect to patents, our obligation is limited to U.S. patents issued before the Agreement becomes effective. We have no indemnification obligations to the extent a claim arises from: (a) Input Data; (b) Output Data and your use of the outputs of the Quantum System; (c) use other than under Section 4; (d) combining Quantum System with goods or technology or services not supplied by us; (e) modifications by anyone other than us; or (f) compromise or settlement made by you without our written consent. If the Quantum System is held, or we believe it may be, infringing, we may undertake at least one of the following with respect to the allegedly infringing materials at our option: (a) procure a license to allow your use; (b) modify them to make them non-infringing; or (c) procure a license to a reasonable substitute product. If we cannot do one of these after a reasonable period, we may terminate the Agreement by notice and refund a pro-rata portion of pre-paid fees received during the applicable period without any further liability. The foregoing are our only liabilities and your Indemnitees’ only remedies for claims the Quantum System infringes, misappropriates, or violates IPR.

12.2.2 **Customer Indemnification.** You will, at your cost and expense, defend our Indemnitees against all Covered Proceedings, and hold them harmless from and pay or reimburse all Covered Liabilities, arising out of or in connection with any claims by third parties related to: (a) possession, processing or use of Input Data, Output Data or Personal Data in relation to the Agreement or (b) you or your Users’ infringement, misappropriation or violation of our or a third party’s IPR (except if caused by your authorized use of the Quantum System), or (c) your use of the Quantum System in breach of any terms of the Agreement.

The Indemnitees shall notify the indemnifying Party in writing of a claim or other event requiring defense or indemnification promptly upon becoming aware thereof. The indemnifying Party shall have the reasonable right to control the defense and/or settlement of each claim and the Indemnitees shall provide reasonable assistance.

13. **TRADEMARK, PUBLICITY, AND DISPARAGEMENT.** You will not use QNTM’s logo or trademarks without QNTM’s prior written approval. You hereby grant to QNTM and its Affiliates the right to use your name, trademarks, logos or brands on Quantinuum Group websites and marketing collateral, and, if applicable, warrant that no third party clearances are required in respect of such grant. You shall not make

statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Quantum System or QNTM's or its Affiliates' respective officers, directors, employees, advisors, businesses or reputations. Notwithstanding the foregoing, nothing in the Agreement shall preclude you from making truthful statements that are required by applicable law, regulation, or legal process.

14. **MARKETING COMMUNICATIONS.** QNTM may send marketing and promotional emails to you, and your Authorized Users. QNTM will provide an option for any Authorized Users to "opt out" of receiving such emails, should they wish. For the avoidance of doubt, QNTM will not send marketing and promotional emails to any of your employees who have not signed up as Authorized Users to use the Quantum System. Even when Authorized Users opt out of marketing messaging, they will still receive messages relating to the running of the service, such service change notifications.
15. **HOSTING.** You acknowledge that the Quantum System is hosted using services provided by Amazon Web Services Inc. (or one of its Affiliates) ("Amazon") (such services being the "Hosting Services"), which shall be governed by and are to be provided by Amazon in accordance with the publicly applicable terms specified by Amazon from time to time as applying between it and QNTM (collectively the "AWS Terms"), including <https://aws.amazon.com/service-terms/>. You acknowledge that the Quantum System shall not be provided to a standard or service level higher than that indicated by the AWS Terms.

You agree that (except in relation to any liability which cannot be limited or excluded as a matter of law):

- (a) QNTM shall not be liable to you (including under any legal theory, including in negligence) in connection with the Hosting Services (or any failure of the Hosting Services) save to the extent such liability arises from a breach of the Agreement that is also a breach by Amazon of the applicable AWS Terms; and
- (b) without prejudice to the additional limitations and exclusions of QNTM's liability in Section 12, QNTM's liability to you (howsoever arising, including in negligence) in connection with the Hosting Services (or any failure of the Hosting Services) shall not exceed the amounts QNTM is able to recover from Amazon under the AWS Terms in respect of your loss in such circumstances.

You must familiarise yourself and comply (and ensure your Authorized Users comply) with the AWS Terms as amended from time to time. QNTM may treat any act or omission by you, or any Authorized User which places QNTM in breach of any part of the AWS Term(s) as a material breach of the Agreement incapable of remedy (and for which QNTM shall be entitled to claim as direct losses any liabilities (including those incurred to other customers under separate arrangements) resulting from a termination or suspension of services by Amazon as a result of such act or omission).

Without prejudice to the foregoing, you acknowledge that QNTM or Amazon may from time to time carry out routine and emergency maintenance of any equipment used to provide the Hosting Services. You may be unable to access the Quantum System during any period in which routine or emergency maintenance is being carried out.

16. **MISCELLANEOUS.**

- 16.1. **Assignment.** We may assign or transfer the rights and/or obligations under the Agreement on written notice. You may not assign or transfer the Agreement without our prior written consent. The Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and any successors and assigns.
- 16.2. **Audit.** During the Term and 24 months thereafter, we or any designees can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Agreement and you will furnish such information and access to personnel as we may reasonably request. We have the right to monitor usage.

- 16.3. **Changes to the Quantum System.** QNTM may update the Quantum System as it determines necessary to keep up to date with technology developments relevant to the Quantum System and security practices or to add new features. Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code, or functionality. The development, release, and timing of any such updates is at our sole discretion unless agreed otherwise in writing.
- 16.4. **Entire Agreement.** The Order Form, any corresponding user terms and conditions referencing the Agreement, and other attachments to the Agreement are incorporated by reference. The Agreement contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations, or promises, written or oral, between the Parties respecting the subject matter of the Agreement. Neither Party has relied on any promises, inducements, or representations by the other Party, except those expressly stated in the Agreement.
- 16.5. **Force Majeure Event.** Except or failure to pay, neither Party shall be in default, if failure to perform any obligation hereunder is caused solely by events or conditions beyond that Party's reasonable control, including acts of God; fire; explosion; flood; acts of civil commotion; strikes; war; (whether an actual declaration thereof is made or not); pandemics; sabotage; insurrection; action of a public enemy; failure or delays in transportation; laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof); judicial action; wide-spread fuel, raw materials, machinery or technical failures beyond such affected Party's commercially reasonable control; or governmental demands or requirements (each instance a "Force Majeure Event") in each case, so long as such failure to perform could not have been prevented by reasonable precautions. QNTM reserves the right to terminate the Agreement in the event a Force Majeure Event prevents Customer from performing any obligations under the Agreement for a period of fifteen (15) calendar days.
- 16.6. **Governing Law.** The Agreement and any dispute, controversy, difference, or claim arising out of or relating to it ("Dispute") will be governed in accordance with the laws of the State of New York without regard to conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Federal or State Courts located within New York, New York, USA have exclusive jurisdiction to adjudicate any dispute arising out of or related to the Agreement. Until the award is entered, either Party may apply for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary, to protect the rights or property.
- 16.7. **Headings.** Headings are for reference only and shall not affect the meaning of any terms. If any provision of the Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue unimpaired. No modification to the Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both Parties.
- 16.8. **Insurance.** Unless otherwise agreed upon and set forth in writing, Customer shall maintain in full force and effect while the Agreement is effective, commercial general liability insurance with limits not less than five million dollars (\$5,000,000) per occurrence for contractual liability, intellectual property liability, and privacy and data security breaches liability. Upon QNTM's written request, Customer shall deliver certificates of insurances issued by Customer's insurance carrier showing such policy in force while the Agreement is effective.
- 16.9. **Non-Exclusivity.** The Agreement is non-exclusive. Nothing in the Agreement will restrict either Party's right to contract with another party to provide or perform, services, deliverables, and related products similar or identical to or related to products provided by either Party pursuant to the Agreement. Either Party is free to enter into similar agreements with others.
- 16.10. **Reservation of Rights.** In the event of any breach under the Agreement, all of QNTM's and its

Affiliates' rights are reserved. Quantinuum Ltd and Quantinuum LLC shall be non-signatory beneficiary parties under the Agreement holding rights of enforcement if they are not signatories to the Agreement.

- 16.11. **Notices.** All notices shall be in writing and delivered personally (including by recognized overnight courier) or properly mailed, certified first class mail, postage prepaid:

If to QNTM:
Quantinuum LLC
Attn: Kaniah Konkoly-Thege
1985 Douglas Drive N.
Golden Valley, MN 55422

Any such notice shall be deemed given on the date delivered or five (5) days after being placed in the mails as specified.

Language. All communications and notices to be made or given pursuant to the Agreement must be in the English language.

- 16.12. **Order of Precedence.** All quotations, purchase orders, acknowledgements, and invoices issued pursuant to the Agreement are issued for convenience of the Parties only and shall be subject to the provisions of the Agreement. If a conflict occurs between the terms of the documents that make up the Agreement, the documents will control in the following order: the Order Form, the Quantum System Access Terms of Service. If you use a Quantum System with equipment separately purchased from us or a third party, the Agreement takes precedence for all matters involving the Quantum System and over any terms contained in the documentation or terms of sale for such equipment.
- 16.13. **Relationship of Parties.** For purposes of the Agreement, the Parties are independent contractors of each other. If required by our written contract with them, certain of our licensors are third-party beneficiaries of this Agreement. The controlling version of the Agreement is this English language version regardless translation.
- 16.14. **Severability; No Waiver.** If any provision (or any part thereof) of the Agreement is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from the Agreement; and all remaining provisions of the Agreement will remain unimpaired. A waiver of any provision of the Agreement must be signed by the waiving Party; and one waiver will not imply any future waiver. Failure or delay by either Party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 16.15. **Survivability.** Following the termination or expiration of the Agreement, the Parties shall remain obligated under all provisions of the Agreement, which by their terms continue after the termination of the Agreement or are incidental to the performance of the obligations under such provisions, including, without limitation, Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.